

CITY OF OPA-LOCKA

The City of Bright Opportunities



REGULAR COMMISSION MEETING Agenda

**Wednesday, October 11, 2023
7:00 PM**

*Commission Chamber
780 Fisherman Street, 3rd Floor
Opa-locka, FL 33054*

City Commission

**Mayor John H. Taylor, Jr.
Vice Mayor Natasha L. Ervin
Commissioner Sherelean Bass
Commissioner Joseph L. Kelley
Commissioner Veronica Williams**

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 City of Bright Opportunities"

AGENDA
REGULAR COMMISSION MEETING
October 11, 2023
7:00 PM

- 1. CALL TO ORDER:**
- 2. ROLL CALL:**
- 3. INVOCATION:**
- 4. PLEDGE OF ALLEGIANCE:**
- 5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**
- 6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions)**
- 7. APPROVAL OF AGENDA:**
- 8. APPROVAL OF MINUTES:**
 - Special Commission Meeting Minutes - August 24, 2023
 - Special Commission Meeting Minutes - August 29, 2023
- 9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
- 10. PUBLIC PRESENTATIONS:**
- 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 A PROCUREMENT PROCESS FOR AN OUTSIDE**

- ENTITY FIRM OR PROFESSIONAL TO SERVE AS THE HUMAN RESOURCES DIRECTOR FOR THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Commission***
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO DELIVER TO THE CITY COMMISSION A REPORT ON THE AVERAGE PERMIT AND LICENSING PROCESSING TIMES FOR ALL PERMITS AND LICENSES ISSUED BY THE CITY OF OPA-LOCKA, INCLUDING THE PROCESSING TIMES FOR THE CITY OF OPA-LOCKA AS COMPARED TO ALL OTHER MUNICIPALITIES WITHIN MIAMI-DADE COUNTY; TO FURTHER DEVELOP A PLAN TO IMPROVE THE CITY'S PROCESSES AND REDUCE THE PROCESSING TIMES BELOW THE COUNTY-WIDE AVERAGE IN ORDER TO DELIVER MORE EXPEDITED, QUALITY SERVICES TO CITY RESIDENTS AND BUSINESS OWNERS WITHIN A PERIOD OF NINETY (90) DAYS FROM THE PASSAGE OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***
 3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING EXPENDITURES RELATED TO MAYOR TAYLOR'S QUARTERLY SMALL BUSINESS LUNCHEONS, IN AN AMOUNT NOT TO EXCEED ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) FOR EACH BUSINESS LUNCHEON EVENT AND AUTHORIZING MAYOR TAYLOR AND CITY STAFF TO TAKE ALL NECESSARY STEPS TO PLAN AND EXECUTE EVENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***
 4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO REIMBURSE COMMISSIONER SHERELEAN BASS, IN AN AMOUNT OF TWO HUNDRED EIGHTY-TWO DOLLARS AND TWENTY-NINE CENTS (\$282.29) FOR EXPENSES INCURRED IN SUPPORT OF THE MEMORIAL CELEBRATION FOR FORMER COMMISSIONER ALVIN BURKE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Bass***
 5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING TRAVEL EXPENDITURES, IN AN AMOUNT NOT TO EXCEED ONE THOUSAND, FIVE HUNDRED DOLLARS (\$1,500.00), FOR COMMISSIONER SHERELEAN BASS TO TRAVEL WITH THE OPA-LOCKA HISTORIC PROGRAM DURING THE MONTH OF OCTOBER 2023; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Bass***
 6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING EXPENDITURES RELATED TO A BREAST CANCER COMMUNITY EVENT TO BE HOSTED BY COMMISSIONER VERONICA WILLIAMS, IN AN AMOUNT NOT TO EXCEED FIVE THOUSAND**

- DOLLARS (\$5,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Williams***
7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE CONVEYANCE OF THE POTABLE WATER AND WASTEWATER FACILITIES AT THE GRATIGNY INDUSTRIAL PARK LOCATED AT 12805 NW 42ND AVENUE, OPA-LOCKA, FLORIDA, FROM THE DEVELOPER PROLOGIS LOGISTICS SERVICES INCORPORATED AND ENTER INTO THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
 8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE MIAMI-DADE COUNTY CONTRACT (BID NO. EVN0000005) WITH HADRONEX, INC. D/B/A SMARTCOVER SYSTEMS TO PURCHASE SMARTCOVERS FOR SERVICE AREA 7 WITHIN THE CITY, IN AN AMOUNT NOT TO EXCEED FORTY-NINE THOUSAND NINE HUNDRED DOLLARS (\$49,900.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
 9. **AN EMERGENCY RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING CERTAIN PURCHASES AND REPAIR FOR PUMP STATION 11-C BYPASS PUMP ENGINE IN AN AMOUNT NOT TO EXCEED FORTY-TWO THOUSAND FOUR HUNDRED SEVENTY-SIX DOLLARS AND EIGHTY-EIGHT CENTS (\$42,476.88); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
 10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE OMNIA PARTNERS COOPERATIVE PURCHASING AGREEMENT WITH PSI ROOFING, INC., IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-EIGHT THOUSAND, FIVE HUNDRED TWENTY-SIX DOLLARS AND TWENTY-NINE CENTS (\$148,526.29) TO RENOVATE THE PUBLIC WORKS FLEET MAINTENANCE FACILITY ROOF; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
 11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT FOR THE DEVELOPMENT OF A SAFE STREETS AND ROADS FOR ALL (SS4A) COMPREHENSIVE SAFETY ACTION PLAN FOR THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

12. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONTRACTOR TO RELOCATE AND INSTALL THE SEWER GRAVITY MAIN LOCATED ALONG NW 133RD STREET, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
13. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT FOR THE DEVELOPMENT OF A COMPREHENSIVE CITYWIDE URBAN FORESTRY PLAN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
14. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT FOR PROFESSIONAL RECYCLING SERVICES AT THE CITY'S MUNICIPAL COMPLEX; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
15. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
16. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A POLICY FOR CITY ATTORNEY LEGAL INVOICE SUBMISSION, REVIEW AND APPROVAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Attorney***

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE VI OF THE CITY'S LAND DEVELOPMENT REGULATIONS, ENTITLED "OFF-STREET PARKING AND LOADING REQUIREMENTS" TO SPECIFICALLY AMEND SECTION 2-152(F) ENTITLED "GENERAL PRINCIPLES" TO PROVIDE FOR OUTDOOR STORAGE OF VEHICLES ONLY IN A DESIGNATED PARKING SPACE, PROHIBITING DOUBLE PARKING AND REQUIRING THAT ALL AREAS ARE FREE FROM UNSIGHTLY CONDITIONS; AMENDING ARTICLE VI OF THE CITY'S LAND DEVELOPMENT REGULATIONS, SPECIFICALLY SECTION 2-160 (C)(4) ENTITLED "PERMITTED OFF-STREET PARKING" TO REQUIRE A CURRENT VALID LICENSE PLATE FOR RESIDENTIAL PARKING AND FURTHER REQUIRING THAT VEHICLES PARKED AT COMMERCIAL AND INDUSTRIAL FACILITIES HAVE A VALID LICENSE PLATE AND OR BILL OF SALE AND WORK ORDER POSTED VISIBLY ON THE DRIVER'S SIDE WINDOW, INCLUDING VIN NUMBER FOR VEHICLE, BUSINESS NAME, ADDRESS AND TELEPHONE NUMBER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, GRANTING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) A PERPETUAL EASEMENT DONATION FOR PARCEL 800, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on September 13, 2023).** *Sponsored by Interim City Manager*
2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 2, ARTICLE II, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES ENTITLED "CITY COMMISSION", SECTION 2-27 ENTITLED "EXPENSE ACCOUNT FOR MAYOR AND EACH CITY COMMISSIONER" TO INCREASE MONTHLY EXPENSE REIMBURSEMENT ALLOWANCES FOR THE CITY COMMISSION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on September 13, 2023).** *Sponsored by Commissioner Williams*
3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 5, SECTION 2-530 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES ENTITLED "POWERS OF HUMAN RESOURCES DIRECTOR" TO SPECIFICALLY ADD NEW PARAGRAPH 11 TO PROVIDE THAT THE HUMAN RESOURCES DIRECTOR MAY BE CONSIDERED AN OUTSIDE ENTITY, FIRM OR PROFESSIONAL**

CONTRACTED BY THE CITY COMMISSION TO PERFORM THE DUTIES AND RESPONSIBILITIES OF A HUMAN RESOURCES DEPARTMENT, AS SET FORTH WITHIN THE CITY OF OPA-LOCKA'S CHARTER, CODE OF ORDINANCES OR AS OTHERWISE DETERMINED APPROPRIATE BY THE CITY COMMISSION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on September 20, 2023). *Sponsored by City Commission*

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

20. OFFICIAL BOARD APPOINTMENTS:

Civil Service Board

1 individual appointment (Commissioner Bass)

1 individual appointment (Commissioner Williams)

Housing Authority and Nuisance Abatement Board

1 individual appointment (Mayor Taylor)

1 individual appointment (Commissioner Williams)

Local Financial Oversight Board

1 at-large appointment

Teen & Young Adult Advisory Board

1 individual appointment (Commissioner Bass)

1 individual appointment (Commissioner Kelley)

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. Opa-locka Community Redevelopment Agency Meeting, **Tuesday, October 10, 2023** at 6:00 p.m., City Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. City of Opa-locka Mayor & Commission invite you to BINGO sponsored by Mayor John H. Taylor, Jr. on **Friday, October 13, 2023** at 6:00 p.m., Sherbondy Park, 215 Perviz Avenue, Opa-locka, FL.
3. City of Opa-locka Florida City Government Week Mock City Commission Meeting hosted by Commissioner Joseph L. Kelley and co-hosted by Commissioner Dr. Sherelean Bass on **Thursday, October 19, 2023** with students from Nathan B. Young Elementary School from 9:30 a.m. - 11:00 a.m. and Dr. Robert B. Ingram Elementary School from 3:30 p.m. to 5:30 p.m., Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.
4. City of Opa-locka Mayor & Commission, in partnership with Feeding South Florida, invites the community to a Monthly Free Food Walk-Thru Distribution hosted by Commissioner Joseph L. Kelley, **Friday, October 20, 2023** from 10:00 A.M. - 1:00 P.M., first come, first served, at Segal Park, 2331 NW 143 Street, Opa-locka, Florida.
5. City of Opa-locka Mayor & Commission in partnership with Farm Share and Miami-Dade County invites the community to a Monthly Free Food Walk-Thru Distribution hosted by Commissioner Joseph L. Kelley, **Wednesday, November 1, 2023** from 10:00 A.M. - 1:00 P.M., first come, first served, at Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida.
6. Free aerobics classes sponsored by Mayor John H. Taylor, Jr. **every Monday & Wednesday** from 6 p.m. - 7 p.m., Sherbondy Village, 215 Perviz Avenue, Opa-locka, FL.

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

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

CLERK’S ACTION SUMMARY MINUTES
SPECIAL COMMISSION MEETING

August 24, 2023
5:30 P.M.

1. CALL TO ORDER:

Mayor Taylor called the meeting to order at 5:40 p.m. on Thursday, August 24, 2023 at City of Opa-locka Commission Chamber, 780 Fisherman St, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Dr. Sherelean Bass, Vice Mayor Natasha L. Ervin, Commissioner Joseph L. Kelley, Commissioner Veronica J. Williams and Mayor John H. Taylor Jr. Also in attendance were: Assistant City Manager Sha’mecca Lawson, Assistant City Attorney Candice Cobb and City Clerk Joanna Flores.

3. INVOCATION:

The Invocation was delivered by Commissioner Kelley.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. PUBLIC INPUT: (agenda items only)

Mayor Taylor opened Public Input.

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

6. DISCUSSION ITEMS:

1. City Manager Recruitment Process

Mayor Taylor opened the discussion on the City Manager recruitment process to determine what steps the Commission wanted to take in light of the City losing its Human Resources Department Director. The Mayor reminded his Commission

Colleagues that they had passed a resolution for her to initiate the process of collecting applications and ensuring that a Level 2 background screening was completed for the short list of candidates.

Commissioner Kelley asked if the Human Resources Director that was appointed was present at the meeting.

Assistant City Manager Lawson informed the Mayor & Commission that she was not present and said that she had a previous appointment that had been pre-approved, before the meeting was scheduled, and she said that she had not been at work at all that day.

Commissioner Kelley asked when that was communicated.

Assistant City Manager Lawson stated that it had been communicated to her the previous day.

Commissioner Kelley stated that he was not in favor of waiting any longer to move the process forward. The Commissioner also said that he respected the fact that she had a previous engagement but was challenged by finding out at the meeting.

Commissioner Williams asked if the acting Human Resources Director was already part of the recruitment process.

Assistant City Manager Lawson stated that when she informed her that she was not going to be at the meeting, she asked her how far she was, and she informed her that the posting had closed that Monday and that the following day emails were sent to everyone who submitted their resume for them to complete their application by the close of business the day before the meeting. Ms. Lawson added that she informed her that when she returned the following day, that she would be preparing the entire package in sealed envelopes to be distributed to the Commission. She also said that she didn't know how many people applied because she didn't ask that.

Commissioner Williams stated that she just wanted to make sure that she was not getting it brand new, stating that she was sure that working with the previous Human Resources Director, that she had some of her hand in it.

Commissioner Bass stated that she knew the answer to the question but said that she wanted to hear it from someone else, and then proceeded to ask if all of the work that had been done previously in search of getting the City of Opa-locka a permanent Manager, was all null and void at that point.

Mayor Taylor reminded his Commission Colleagues that they had authorized the Human Resources Director to spearhead the process and in the midst of that, she abruptly resigned.

Commissioner Bass said that according to the response that Commissioner Williams had just been given, the process was still moving.

Mayor Taylor stated that the Commission has to give guidance and said that they could accept the designer and what she has done thus far.

Commissioner Bass suggested that they go ahead since she already knows the process.

Commissioner Kelley asked what level she was at before she was promoted.

Assistant City Manager Lawson informed the Mayor & Commission that her position was Human Resource Specialist 2.

Commissioner Kelley asked if she was involved with the process prior to the Human Resources Department Director leaving.

Assistant City Manager Lawson stated that it was her understanding that she and the Human Resources Director communicated on the hiring and the process.

Commissioner Kelley asked if the Human Resources Director left anything in place for the Commission, knowing that she was leaving, since they had tasked her with the assignment.

Assistant City Manager Lawson stated that she left file folders on everything that was done, along with emails.

Commissioner Kelley said that he understood that she may be a part of the process, but expressed concerns about transparency, considering that she was appointed by one of the folks applying. The Commissioner then stated his understanding that she got the applications and asked what she was supposed to do now.

Assistant City Manager Lawson informed the Mayor & Commission that the packages that she would be preparing would be hand delivered to them.

Commissioner Kelley said that he would like to get exactly what transpired in those conversations, noting that it's a big step from a Level 2 to the seat of a certified Human Resources professional. He then said that the resolutions on the Agenda could still be looked at.

Mayor Taylor noted that the resolutions on the Agenda provided 2 options, including for the Human Resources Director's designee to engage a professional firm to take the process where she left off or where the Commission desires them to start from, and continue it on, in addition to the second resolution which was for the Human Resources Director's designee to take on the process themselves.

Vice Mayor Ervin said that when it came up back in January, they didn't want to spend the extra money, and asked if they now want to spend the extra money to do it.

Mayor Taylor stated that it was specifically for the background checks, which was where the process left off.

Vice Mayor Ervin said that what it all boils down to is that they are not trusting what the Florida Department of Law Enforcement did and instead are going to get a firm to do the background check for the candidates.

Mayor Taylor reiterated that there were 2 proposed legislative items on the Agenda and that the Commission could talk about both.

Commissioner Williams asked if they were discussing both items.

Mayor Taylor confirmed that they could discuss them.

Commissioner Kelley suggested that they do them individually before they start discussing them specifically.

Assistant City Attorney Cobb confirmed that the discussion should be done based on the Agenda, going through each of them at a time.

Mayor Taylor then asked Assistant City Attorney Cobb to read Agenda Item 7-1 into the record.

7. RESOLUTIONS:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE HUMAN RESOURCES DIRECTOR OR DEPARTMENT DESIGNEE TO ENGAGE AN INDEPENDENT PROFESSIONAL RECRUITMENT FIRM, OR OTHER RELEVANT PROFESSIONAL FIRM, TO EXECUTE THE PROCESS, AND ENSURE COMPLIANCE OF CITY CODE AND INTERNAL PROCESSES AND PROCEDURES, FOR THE HIRING OF THE POSITION OF CITY MANAGER, ON AN EMERGENCY BASIS UP TO A SET AMOUNT; PROVIDING FOR**

**INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT;
PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***

The above resolution was read into the record by Assistant City Attorney Candice Cobb.

It was moved by Commissioner Kelley, then Mayor Taylor relinquished the role of Chair to Vice Mayor Ervin and the Mayor seconded the Item for discussion.

Commissioner Williams stated that when they were on the discussion portion of the Agenda, she asked a question and said that she was stopped and that the discussion was defaulted to Commissioner Kelley, adding that she was not done.

Mayor Taylor apologized to Commissioner Williams.

Commissioner Williams then stated that she had no discussion on the first proposed resolution, stating that she disagreed with it.

Commissioner Kelley stated that both of the proposed resolutions needed to specify that it had to be the Human Resources Director and not a designee because the Charter clearly states for it to be the Human Resources Director. The Commissioner said he was challenged that they were doing this with an interim appointment, which is one reason why he prefers to have an independent firm to do it. He acknowledged that Vice Mayor Ervin had stated that earlier in the year, the Commission had said they were going to do it internally to save money, but he said that it has caused a lot of cloudiness and untransparency in his opinion. The Commissioner then said that if they want to really make sure that it is above board and everyone has the same comfort level, then they should engage an outside recruitment firm through the Human Resources Director to make sure that everything is complied with. He added that the Human Resources Director is still overseeing the process since they've had a hand in it, but he said that it would give them an independent look and assistance with it, so there could be no potential of a conflict. The Commissioner suggested that the other resolution had that potential and he said that he didn't see the harm in acquiring an outside firm to make sure that there is compliance with all of the parts of the legislation. He then addressed Vice Mayor Ervin's question about the Florida Department of Law Enforcement, stating that he didn't trust that process because he never got clarity on how they even got there, and he wasn't clear about the queue documents that could not be seen. The Commissioner also said that the money was there, suggesting that an amount of \$10,000 be inserted, but stating that he didn't think it would go that high. He pointed out that the Human Resources Department is understaffed and said that he thought it would be very challenging for them to try to do all of the things that are needed for the compliance with the process along with their daily routine, which is why he said that he supported the proposed resolution.

Mayor Taylor stated that he asked the Clerk to give the Commission the resolution that passed in 2019 when the City engaged with Basinger and Associates to conduct a recruitment process. The Mayor said that the only reason he brought it before the Commission was because they're already used to the City and the City had already done business with them. He pointed out that he wasn't on the Commission when the resolution passed, but it was the closest thing that he could get to provide the information to the Commission.

Commissioner Williams asked if the Mayor was talking about the same firm out of Chicago that only recruited in Chicago and brought the former City Manager to the City of Opa-locka.

Mayor Taylor reiterated that he wasn't on the Dais when that took place and he said that he didn't know who the City had interviewed, further stating that he thought the only people that were on the Dais at that time were Commissioner Kelly and Commissioner Bass.

Commissioner Bass asked if Mayor Taylor was referring to the applicants or the company.

Mayor Taylor stated that he was referring to the applicants.

Commissioner Bass then stated that she was thinking that Commissioner Williams was referring to the company.

Commissioner Williams indicated that Commissioner Bass was correct.

Mayor Taylor pointed out that Commissioner Williams specifically said that they only recruited people from Chicago, and he noted that he had said that he wasn't on the Dais at the time.

Commissioner Williams stated that the company is out of Chicago.

Mayor Taylor reiterated that he didn't know who the City interviewed or where they recruited from, because he was not on the Dais.

Commissioner Williams stated that wasn't what she was saying, stating that she said that the Company is out of Chicago. She then said that when she and Mayor Taylor joined the Commission, she did her homework on the company, and she stated that they are out of Chicago, heavily recruited candidates from Chicago and she said that coincidentally they got a candidate from Chicago. The Commissioner then said that of course they don't know who the recruits and candidates were because they weren't on the Dais, but she said that it gives her pause to reach back to a company that, to her, was dealing with some nefarious issues. She then noted that the word transparency keeps being used, agreeing that there are some things. The Commissioner stated that the Dais must ensure that they're not causing

unnecessary conversations and drama and that they're not wrapping a lot of other things around what they think could be that they don't know. She then said that when you do a lot of speculations, everyone that's watching them begins to start what she calls conspiracy theories. Commissioner Williams stated that if they begin conspiracy theories, everyone else begins conspiracy theories. She said that very coded language is being thrown out every time they have these conversations about the Manager search, further characterizing it as under the table language about the process. Commissioner Williams went on to say that she heard what Assistant City Manager Lawson said about the interim, adding that she of course wished she was present, but recognizing that she was not and stating that it happens, pointing out that people request to be off in advance. The Commissioner stated that she was comfortable with moving on, as long as her hand was in the process initially, but she said that she saw what happened to the City when they went outside, stating that it brought the City to its knees at the core, and adding that she is not comfortable with going back to that.

Mayor Taylor stated that he didn't propose the resolution for them to attack the company. The Mayor noted that Assistant City Manager Lawson had said that the process was already closed, and he said that the only thing they would be doing is the background checks, adding that they are not in the recruitment process. He then addressed the concern that was raised about coded messages, recalling that Commissioner Williams was the one who questioned how the Florida Department of Law Enforcement had gotten there in the first place. The Mayor stated that there were 2 proposed resolutions because they were all uncomfortable.

Commissioner Bass stated that it wasn't everybody.

Vice Mayor Ervin stated that she wasn't.

Mayor Taylor clarified that some people were uncomfortable with the results that were presented that day, which is why he had proposed 2 resolutions, including the one for the City to engage by itself and the other for an outside firm. The Mayor then said that he was not pushing for Baenziger and said that he only brought them before the Commission because they were the last company that the City engaged with. He said that because they don't have time to procure it, he suggested that on an emergency basis they can hire someone.

Commissioner Williams stated that she wasn't attacking them. The Commissioner then said that she had walked in late and asked those particular questions, adding that at the next meeting, a clear understanding was provided by the Chief. She shared that she herself asked to apologize to the Florida Department of Law Enforcement representative, if he thought that at any point, she had attacked him, because she said that she didn't have the facts and jumped to assumptions, which she said tend to happen. Commissioner Williams

stated that she was comfortable with the results that were presented, was comfortable with the conversation that happened after the meeting and is comfortable with moving forward. She then said that she wasn't attacking any company, and that she was telling the Commission, and it was the same company that was out of Chicago, stating that it was her question and that it could be taken however, but she said that she was not attacking.

Mayor Taylor stated that Commissioner Williams had literally said that they were engaging in nefarious behavior.

Commissioner Williams said that maybe Mayor Taylor was on their payroll, but that she didn't know.

Mayor Taylor said that they were rewriting history, stating that it was literally what she had just said, which is why he said that he didn't propose it for them to be attacked.

Commissioner Williams repeated that she was just saying that maybe Mayor Taylor was on their payroll, and asked who knows.

Mayor Taylor asked when this would stop.

Commissioner Williams said when he stops.

Mayor Taylor said that he hadn't done anything.

Commissioner Williams said that he never does.

Mayor Taylor said that they came there to do a job and all of that was not necessary.

Commissioner Williams said that he didn't have the gavel and that Vice Mayor Ervin did.

Mayor Taylor said that he had the floor.

Commissioner Kelley stated that the dialogue just verified why they need an outside independent recruitment firm. The Commissioner then stated that he wasn't saying it's Baenziger, noting that the proposed resolution just said to engage an independent professional recruitment firm. He then proposed a friendly amendment for it to strictly be the Human Resources Director, adding that they could then move forward with however the Commission wanted to move.

Vice Mayor Ervin asked if the proposed resolution was just for them to do the background check.

Mayor Taylor explained that he wanted to see what the Commission wanted to happen going forward, stating that the proposed resolution was just to do the background check,

but adding that if the Commission was going to reopen it, then it would have to be another amendment.

Assistant City Attorney Cobb clarified that it is for the Level 2 background check and also for the other processes listed in the resolution, including reference checks and verification of employment, education and license.

Vice Mayor Ervin asked if it was something that the Human Resources Department does anyway.

Assistant City Attorney Cobb stated that an independent firm would be able to help with it.

Vice Mayor Ervin inquired what the process was before the City hired people, and asked if they checked their former employers and references.

Assistant City Manager Lawson stated that the process is done by the Human Resources Department, recalling that the former Human Resources Director had stated at the previous meeting that the process was going to be handled by the Human Resources Department because it was something that they do.

Commissioner Kelley asked if the interim who had just been appointed, was qualified or had the skill level to do that.

Assistant City Manager Lawson stated that she can't say that she has the same skill set as the previous Human Resources Director, because she said that she doesn't, but she reiterated that the Human Resources Department handles that process when they're hiring all Employees. Ms. Lason said that they check previous employers and education and she said that they do background checks for regular Employees, adding that they don't do Level 2 because they don't have the equipment, but do all of the other steps.

Commissioner Kelley stated that he knows they do the lower-level stuff, but not on the level that they were talking about.

Assistant City Manager Lawson stated that she can't speak for her.

Commissioner Kelley stated that he didn't want Assistant City Manager Lawson to speak for her and offered his thanks. The Commission then asked if Mayor Taylor would accept his friendly amendment.

Mayor Taylor stated that he would but noted that she was the interim because the City doesn't necessarily have a Human Resources Director.

Commissioner Kelley stated that the City Manager's Office had indicated to the Mayor & Commission that she was fulfilling the role, adding that he would also prefer that she was there, but stating that they need to move forward. He said that he would like for it to just be the Human Resources Director and not a department designee.

Mayor Taylor accepted Commissioner Kelley's proposed amendment.

Vice Mayor Ervin asked if it would come back to the Commission when the Human Resources Department found the firm.

Mayor Taylor stated that it wouldn't because they were not going through the procurement process on an emergency basis and that she would engage someone to perform the duties listed in the proposed resolution.

Vice Mayor Ervin asked if former Human Resources Director Kierra Ward was off of the paperwork for the secure folder from the Florida Department of Law Enforcement.

Assistant City Manager Lawson informed the Mayor & Commission that the person fulfilling the Human Resources Director responsibilities, was the person who the Police Department had mentioned the email was sent to. Ms. Lawson then deferred to the Chief of Police, to make sure that the training had taken place.

Vice Mayor Ervin noted that if the training hadn't taken place, they would still be back in the same situation because it is still going to come from the Florida Department of Law Enforcement and one of the City's Staff will have to be qualified to open up the secure folder to do what has to be done.

Police Chief Ottley informed the Mayor & Commission that Interim Human Resources Director Dianna Levers was designated, had taken the test and was now able to accomplish the mission.

Vice Mayor Ervin stated her understanding that if the outside firm gets a Level 2 background check, it has to go through the Florida Department of Law Enforcement and would still come in a secured folder, with the process being the same.

Police Chief Ottley stated that was correct.

Commissioner Kelley stated his understanding that the previous Human Resources Director couldn't get into the queue, and nobody could, but that now the Interim Director had taken the test and could now get into the queue.

Police Chief Ottley stated that she was the one who was designated.

Commissioner Kelley noted that it had been stated that she took the test and can now get into it.

Sergeant Krotenberg stated that the previous Human Resources Director was sent the information to get access to the secure file where the backgrounds were. He also said that she designated Ms. Dianna Levers as the person she wanted to give access to pull the backgrounds, adding that the previous Human Resources Director never did it herself. Explaining that there was a delay in designating Ms. Levers who didn't know that she had to take the test. He said that the backgrounds come back encoded in a specific file that can only be accessed by that one person.

Commissioner Kelley stated his understanding that at that point, there was nobody that was qualified to go in the queue.

Sergeant Krotenberg confirmed that Commissioner Kelley was correct.

Commissioner Kelley then further stated his understanding that the person who is the Human Resources Interim Director had taken the test to be able to go into the queue and asked if they saw how that sounds.

Vice Mayor Ervin stated that what was said to them last time was that the previous Human Resources Director was the only one able to get into the queue, and since she wasn't there, they wanted the Human Resources Director to appoint somebody if she didn't want to do it herself. The Vice Mayor shared her understanding that as it stood, she didn't care what company they used, only Ms. Dianna Levers was going to be able to get into that file unless she had somebody else take the test and become certified to access the file.

Sergeant Krotenberg confirmed that Vice Mayor Ervin was correct.

Commissioner Kelley asked if they knew that.

Vice Mayor Ervin stated that they found out at the last meeting.

Commissioner Kelley asked if Sergeant Krotenberg had stated it on the record.

Vice Mayor Ervin stated that Sergeant Krotenberg didn't.

Sergeant Krotenberg recalled that the Human Resources Director had said it.

Commissioner Kelley stated that he would go back and look at the minutes and offered his thanks.

There being no further discussion, the resolution failed by a 3-2 vote.

Commissioner Kelley	Yes
Commissioner Williams	No
Commissioner Bass	No
Mayor Taylor	Yes
Vice Mayor Ervin	No

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE HUMAN RESOURCES DIRECTOR OR DEPARTMENT DESIGNEE TO EXECUTE THE PROCESS, AND ENSURE COMPLIANCE OF CITY CODE AND INTERNAL PROCESSES AND PROCEDURES, FOR THE HIRING OF THE POSITION OF CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor*

The above resolution was read into the record by Assistant City Attorney Candice Cobb.

It was moved by Commissioner Williams, seconded by Mayor Taylor to discuss Agenda Item 7-2.

Mayor Taylor introduced the proposed legislation, stating that it was similar to the first proposed Item, and that the only difference was that it allowed the Human Resources Director to do the whole process. The Mayor then acknowledged Commissioner Kelley's proposed amendment to remove the designee from the proposed legislation.

Commissioner Kelley confirmed that it should be the Human Resources Director and not a designee. The Commissioner then asked if anything that was previously in the queue was no longer valid.

Mayor Taylor stated that everything that had happened prior to that day would be null and void, except the applications that were received, if the Commission chooses to keep them.

Commissioner Kelley asked if the process was actually going to kick in when the Commission makes their decision on the top 3.

Mayor Taylor confirmed that Commissioner Kelley was correct.

Commissioner Kelley stated he just wanted to be clear that when the Commission makes the selection of the 3, the authorized Human Resources Director would begin the process of ensuring compliance, getting the Level 2 background check and all of the other things that are necessary.

Commissioner Bass stated that dealing with the Florida Department of Law Enforcement as an organization that's well known and has proven itself, she said that she would personally take it as a slap in the face for someone or a city to say that what was done was not legitimate, adding that she has a problem with that. The Commissioner then asked what the other specialized checks were that had been included in the proposed legislation.

Mayor Taylor stated that it adhered to the City's policies and procedures, and he yielded to Assistant City Manager Lawson to provide Commissioner Bass with a response, noting that the City Manager's Office had written those policies and procedures, but he said it could also be addressed by the City Attorney.

Assistant City Attorney Cobb stated that she didn't think there was anything that was specified in specialized checks, adding that it would be whatever was necessary to complete the background checks and anything that the Search Committee would need to know in order to verify the eligibility of the candidate.

Commissioner Bass asked if the specialized checks would be requested by the Mayor & Commission.

Assistant City Attorney Cobb confirmed that Commissioner Bass was correct, stating that the Search Committee was able to dive into whatever they needed in order to make a decision.

City Clerk Flores asked if a vote was required for Commissioner Kelley's proposed amendment.

Assistant City Attorney Cobb stated that if the Mayor accepted the amendment, a vote would not be needed.

There being no further discussion, the resolution passed by a 5-0 vote.

Commissioner Kelley	Yes
Commissioner Williams	Yes
Commissioner Bass	Yes
Mayor Taylor	Yes
Vice Mayor Ervin	Yes

7. ADJOURNMENT:

Vice Mayor Ervin relinquished the role of Chair to Mayor Taylor.

Commissioner Kelley pointed out that they are going to need to schedule meetings after the Human Resources Director gives the Mayor & Commission the applications, and he said that he left it in the Mayor's hands.

There being no further business to come before the City Commission, it was moved by Commissioner Kelley, seconded by Commissioner Bass to adjourn the Special Commission Meeting at 6:35 p.m.

John H. Taylor, Jr.
Mayor

Attest:

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

CLERK’S ACTION SUMMARY MINUTES
SPECIAL COMMISSION MEETING

August 29, 2023
5:30 P.M.

1. CALL TO ORDER:

Mayor Taylor called the meeting to order at 5:44 p.m. on Tuesday, August 24, 2023 at City of Opa-locka Commission Chamber, 780 Fisherman St, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Vice Mayor Natasha L. Ervin, Commissioner Joseph L. Kelley and Mayor John H. Taylor, Jr. Commissioner Dr. Sherelean Bass arrived at 6:20 p.m. Also, in attendance were: Interim City Manager Darwin Williams, Assistant City Manager Sha’mecca Lawson, Assistant City Attorney Candice Cobb and City Clerk Joanna Flores.

3. INVOCATION:

The Invocation was delivered by Commissioner Kelley.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. PUBLIC INPUT: (agenda items only)

Mayor Taylor asked that the families impacted by the tragedy in the City of Jacksonville be kept in prayer, and then opened Public Input.

Mr. Brian Dennis who resides at 2140 York Street expressed concerns about the background check for the City Manager search.

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

6. DISCUSSION ITEMS:

1. Finance / Budget

Mayor Taylor asked Interim City Manager Williams to introduce Agenda Item 6-1.

Interim City Manager Williams asked Budget Administrator Bob Anathan to introduce Agenda Item 6-1.

Budget Administrator Anathan provided the Commission with a quarterly review of the budget, as directed by the Charter.

Commissioner Kelley asked if the under-budget amount of \$658,637 was the result of salary savings.

Budget Administrator Anathan explained that it was the result of vacancies and that the amount represented the savings over the first 9 months of the fiscal year.

Commissioner Kelley recalled that the Mayor & Commission had been told a whole bunch of people had been to the Job Fair to fill the vacancies, and he asked if it was anticipated that the savings that were accumulated, would not be there beginning the following year as the City fills those positions.

Budget Administrator Anathan stated that the budget is structured on the basis of all positions being filled, and that the amount was for the savings for the current year only.

Commissioner Kelley then inquired about the under-budget amount of \$609,083 for Other Uses.

Budget Administrator Anathan explained that it included leave payouts, in addition to American Rescue Plan Act funds for rental and mortgage assistance and small business grants, as well as for red light cameras that were not installed at the rate that was anticipated. Administrator Anathan also said that there had been penalties for the stormwater fund that had not yet hit the account.

Commissioner Kelley asked to see it broken down.

As he continued to review the City's Financial Results, Budget Administrator Anathan stated that the under-budget amount of \$1,619,460 for Transfers Out had to do with the City not doing the enterprise research planning system in the current year because there had to be certain preparations and the City was not ready for it.

Commissioner Kelley asked if it was anticipated that it would be done the following year.

Budget Administrator Anathan confirmed that it would be in the budget for the following year.

Commissioner Kelley noted that Budget Administrator Anathan had stated that Capital Improvement Projects were part of the Transfers Out.

Budget Administrator Anathan stated that a lot of the projects were in there because the budget assumed that they would get done, but he said that they would not get done, offering the example of the 127th Street Canal Project that won't start during the current year because it was still going through the evaluation process.

Commissioner Kelley asked if the Sesame Street Project was part of the Transfers Out.

Budget Administrator Anathan stated that it was going to go out for a rebid because it had come back unsatisfactory, and he said that it would be in the following year's budget.

Commissioner Kelley asked how much the additional bus routes were.

Budget Administrator Anathan stated that it was an additional route, and that the savings were \$354,000 but would be approximately \$800,000 for the year.

Commissioner Kelley asked why the routes did not start.

Budget Administrator Anathan stated that there was only one additional route and that the City already had one in place. Administrator Anathan explained that there was going to be a south route, but that when the bids came in, they were high, and it had not gone back out for a bid.

Commissioner Kelley asked if one was accepted and the other one wasn't.

Budget Administrator Anathan stated that it was a rebid on the existing route that was in place and was not accepted as part of the bid, and just continued under the old contract.

Commissioner Kelley asked what the cap was for it being too high, stating that it was the first time he heard that it went out and came back and was too high.

Budget Administrator Anathan recalled that 2 bids came in, with one being for \$700,000 for 2 routes and the other for \$1 million. Administrator Anathan said that he thought there was some dissatisfaction with the low bid in terms of service and he further recalled that former City Manager Wright decided to cancel all bids and go out at a later point.

Commissioner Kelley asked why it had not gone back out yet.

Budget Administrator Anathan stated that he was not sure that he could address that.

Commissioner Kelley said that he would just wait for the answer.

Mayor Taylor inquired about the south route and asked if the current company could encompass the current route and the south route.

Budget Administrator Anathan stated that he believed there was a south route several years prior but that for the last couple of years, there had only been 1 route. Administrator Anathan stated that the contract was currently on a month-to-month basis.

Mayor Taylor then asked Interim City Manager Williams if he wanted to tackle Commissioner Kelley's question.

Interim City Manager Williams inquired about what question Commissioner Kelley had.

Commissioner Kelley stated that he was not going to repeat himself.

Mayor Taylor reiterated Commissioner Kelley's question and asked what the holdup was on it going back out on the street.

Interim City Manager Williams stated that the bids were rejected, and he said that when they are rejected, the City has to determine a price point by which they can be resubmitted out, adding that it was a process of looking at what the City can afford versus what the market will maintain. Manager Williams said that the process was underway and when it was completed, the bids would be sent back out.

Commissioner Kelley noted that Budget Administrator Anathan had stated that they were rejected by the former Manager and pointed out that he had been gone a long time, asking why it would take that long to do any re-evaluation.

Interim City Manager Williams said that the lowest bid that was received was for \$1 million, and he said that it was for a vendor which they receive constant complaints on. Manager Williams went on to say that it is an allocation for a budget that they're not sure they could obtain with the TIF dollars, to be able to put a bid out that the City could actually afford.

Commissioner Kelley then asked if Interim City Manager Williams had come back to the Commission to tell them that.

Interim City Manager Williams stated that he had not.

Commissioner Kelley stated that it should have come to the Commission to make a decision. The Commissioner then said that they might have decided to hire 2 people

and get a bus. He then stated his understanding that the City was on a month-to-month basis with the company.

Budget Administrator Anathan confirmed that currently, the City had the north route.

Commissioner Kelley requested a whole report on the bus route service from the time the City rejected the bid up until now.

Interim City Manager Williams asked if Budget Administrator Anathan had placed the information in the budget.

Budget Administrator Anathan stated that the assumption for the current year was 2 routes.

Interim City Manager Williams asked if the previous amendment had 1 route.

Budget Administrator Anathan stated that he believed it only had 1.

Interim City Manager Williams thanked Budget Administrator Anathan.

Commissioner Kelley said that he reserved the right to send an email to the Manager to follow up, because he said that they just got the 3rd Quarter Financial Review and there are some other line items that he didn't quite see how they add up. He said that he would send those through email and carbon copy his Commission Colleagues, so they know what he was asking.

Mayor Taylor asked if Budget Administrator Anathan had concluded his presentation.

Interim City Manager Williams confirmed that he had.

7. RESOLUTIONS:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO RENEWAL INSURANCE CONTRACTS WITH AVMED, INC. AND METLIFE FOR MEDICAL, DENTAL, AND VISION INSURANCE FOR CITY EMPLOYEES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

Mayor Taylor asked Interim City Manager Williams to introduce Agenda Item 7-1.

Interim City Manager Williams stated that the proposed resolution was the reason why the Special Commission Meeting was called for the annual renewal of the City's insurance

policy. Manager Williams then said that the Agent of Record from Sapoznik was available to provide a presentation and answer any questions that the Mayor and Commission had.

Commissioner Kelley stated that he of course had questions but said that when he gets something at the last minute, it is very hard to read it with questions. The Commissioner then proceeded to ask if the Agent of Record could tell him the 2 biggest differences on the cost for the new year's renewal

Agent of Record Eugene Mintze from Sapoznik Insurance stated that they were coming in at 8% under trend for the industry, adding that he would be more than happy to meet with any of them one-on-one, but said that some information he cannot divulge due to HIPPA.

Commissioner Kelley said that he just wanted to know if the total cost was calculated considering the anticipation of having full staffing the following year.

Agent of Record Eugene Mintze from Sapoznik Insurance stated that they had not calculated that in, but said that for insurance purposes, the more employees the City has the better, because as far as the carrier is concerned, it helps spread the risk.

Commissioner Kelley asked if surveys were done with City Employees about how they felt about their experience.

Agent of Record Eugene Mintze from Sapoznik Insurance stated that they don't do that as a firm, adding that he wasn't sure if the Human Resources Staff did that. He then said that some carriers decided not to quote on the City because of some very serious illnesses going on, which he said he would be happy to meet with the Mayor & Commission on.

It was moved by Vice Mayor Ervin, seconded by Commissioner Kelley to discuss Agenda Item 7-1.

There being no further discussion, the resolution passed by a 3-0 vote.

Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Not Present
Commissioner Bass	Not Present
Mayor Taylor	Yes

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING EXPENDITURES RELATED TO SPECIAL EVENTS HOSTED BY CITY COMMISSIONER JOSEPH L. KELLEY FOR THE REMAINDER OF FISCAL YEAR 2022-2023; PROVIDING FOR

INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley*

The above resolution was read into the record by Assistant City Attorney Candice Cobb.

It was moved by Vice Mayor Ervin, seconded by Commissioner Kelley to discuss Agenda Item 7-2.

Commissioner Kelley introduced his proposed resolution and asked the City Attorney if there was a conflict with him voting on it.

City Attorney Norris-Weeks stated that there would not be a conflict.

Commissioner Kelley stated that as part of the process to have the Commission approve expenditures, he tried to capture that he would be doing for the remainder of the fiscal year.

There being no discussion, the resolution passed by a 4-0 vote.

Commissioner Kelley	Yes	
Commissioner Williams	Not	Present
Commissioner Bass	Yes	
Vice Mayor Ervin	Yes	
Mayor Taylor	Yes	

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING A PROCUREMENT PROCESS FOR AN INDEPENDENT PROFESSIONAL BACKGROUND SCREENER TO CONDUCT A LEVEL 2 BACKGROUND SCREENING AND ALL OTHER BACKGROUND CHECKS NECESSARY TO COMPORT WITH THE CITY'S ESTABLISHED PROCEDURES FOR THE SELECTION OF A CITY MANAGER; REQUIRING BACKGROUND CHECKS ONLY FOR SHORTLISTED CANDIDATES FOR THE POSITION OF CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Ervin*

The above resolution was read into the record by Assistant City Attorney Candice Cobb.

It was moved by Vice Mayor Ervin, seconded by Commissioner Bass to discuss Agenda Item 7-3.

Mayor Taylor asked Vice Mayor Ervin to introduce her proposed resolution.

Vice Mayor Ervin said that the representatives of the State of Florida had told her that in order for the City to get anyone to do the background check, it has to be procured, as opposed to having the Human Resources Department choose a company for the City to use.

Commissioner Bass stated that she is a bit hesitant because she still believes that the Florida Department of Law Enforcement was a reputable agency, and she just doesn't like the slap in the face.

Vice Mayor Ervin stated that she spoke with the representatives of the State of Florida and a couple of other people and said that even having a professional to do the background check, would still go through the Florida Department of Law Enforcement, but that the company would do it and would also do the educational background check and stuff like that. The Vice Mayor said that it boiled down to nobody trusting anybody to do what's right. She also said that she was told that because it's not an emergency, it has to go out for procurement.

Commissioner Bass said that she would go along with it because of transparency, but she said that she still didn't like the fact that the Dais did not trust the Florida Department of Law Enforcement.

Vice Mayor Ervin said that she agreed because it was still coming from the Florida Department of Law Enforcement anyway. The Vice Mayor said that she spoke with the County and the State who told her that they use the Florida Department of Law Enforcement, and she stated that she didn't know why the City had such an issue with the Florida Department of Law Enforcement. She reiterated that the report would still come from them, but that the company they choose would also do the background, education and all of that stuff.

Commissioner Kelley thanked Vice Mayor Ervin for proposing the resolution. The Commissioner then said that he didn't think anyone disagrees with the professionalism of the Florida Department of Law Enforcement, but he said that the whole process is why folks don't trust it. He then asked how they were going to take it out of the hands of the Human Resources Department, which is where he said it's supposed to be.

Vice Mayor Ervin said that her understanding was that they can't take it completely out of the hands of the Human Resources Department, noting that they accepted the applications and resumes. The Vice Mayor then said that her understanding was that they couldn't piggyback unless there was a city that just recently hired a city manager but said that they didn't find one.

Commissioner Kelley said that the role of a Human Resources Director is to search for a piggyback. The Commissioner then inquired where the Human Resources Director was, stating that it was the second meeting that the Human Resources Director was not present at. He said that they received a memo from the Manager informing the Mayor & Commission that she was the Interim Director. The Commissioner then also said that they couldn't take it out of the hands of the Human Resources Director.

Vice Mayor Ervin acknowledged that it was because the Code said so.

Commissioner Kelley acknowledged that the Code said the Human Resources Director had to be a part of the process, but he lamented that they didn't have the Human Resources Director present to give the directive to.

City Attorney Norris-Weeks stated that the policy that deals with the selection of the City Manager talks about a third party being able to do it, and the only way it could fit would be for them to do just the background screening and not the selection. The City Attorney said that it allowed for them to put out a request for qualifications, and that the information collected would go back to the Human Resources director and would be released in the presence of the 3 people listed in the proposed resolution.

Mayor Taylor asked if it would be put out for bid by Procurement, which would receive the interest and then would bring that to the Commission to choose.

City Attorney Norris-Weeks said that it was attached so that nothing else had to be done, reiterating that all of the information collected would be turned over to the Human Resources Department and that information could only be opened in the presence of the people in the proposed resolution. The City Attorney then said that it was just for the background screening and the issues that go with the background screening, and that everything else was still going to flow through the Human Resources Department, everything else is still going to come back to the Mayor & Commission, and she also said that they would only be screening the short list candidates.

Mayor Taylor asked how long the procurement process would be.

City Attorney Norris-Weeks stated that it's a fairly short turnaround and was going to be out until September 12th.

Mayor Taylor then asked if the Human Resources Director would make a recommendation of the background screeners or would bring those that are interested to the Commission to determine.

City Attorney Norris-Weeks stated that once it closes, the information would be retrieved from the Clerk, it would go on a resolution and the Mayor & Commission would make a decision based on that information just like they always do.

Mayor Taylor shared his reservations because the Commission was back here again and because it seemed like they were dragging the process out longer. The Mayor also noted that it was stated that it was not considered an emergency and they would have to go through the procurement process, and he asked what determines an emergency.

City Attorney Norris-Weeks informed the Mayor & Commission that the way it is written, it would have a short turnaround window. The City Attorney then said that she thought what Vice Mayor Ervin was saying was that she had a conversation with the representatives of the State of Florida who had indicated that they don't see it as an emergency, but she said as the City's legal advisor, that the Mayor & Commission determine whether it's an emergency or not and not the State of Florida, adding that they can go either way.

Mayor Taylor said that he was fine with the proposed resolution because he likes transparency and allows Residents to know that the Commission is not involved, but he said that the issue was that it was prolonging the process. Noting that they had been dealing with it for a while, the Mayor said that he believed they were supposed to be doing interviews based on the calendar that the Commission had set.

Vice Mayor Ervin acknowledged that it may extend it by 2 weeks but said that she didn't want people saying that they didn't do it right and that it was rigged because the Human Resources Staff picked the person, and the City Manager made her do it. The Vice Mayor said that she didn't want to deal with that because her patience with it was short.

Mayor Taylor said that they were on the same page and that was why he proposed it the previous week.

Vice Mayor Erving said that the only reason she didn't agree with that was because it said that the Human Resources Director would choose who would be used.

Mayor Taylor proposed that if it was going to close on September 12th, that it come before the Commission at their next meeting, which he noted was on September 13th.

City Attorney Norris-Weeks stated that because it would be prepared with a blank, it could be done in advance and wouldn't be a problem.

Mayor Taylor then also stated that they need to update the schedule.

Commissioner Kelley asked the City Attorney if he could ask where the Human Resources Director was, noting that he did not get a response from Management. The Commissioner

said that he understood they were not able to be at the hastily called meeting because they had a previous engagement, but he said that they were talking about one of the biggest things to be decided and lamented that the person that has to be thoroughly engaged was not there again.

City Attorney Norris-Weeks stated that the question was different from a demand that the Human Resources Director be at the meeting, adding that Commissioner Kelley can certainly ask the question.

Commissioner Kelley then reiterated Commissioner Bass' question about capturing the background check.

Vice Mayor Ervin said that they would also check the application.

Mayor Taylor said that it would be an education verification.

Vice Mayor Ervin confirmed that Mayor Taylor was correct and said that it would also include verification of work history.

Commissioner Kelley then asked if the firm that they were going to engage was going to do all of the stuff that Human Resources would do, and then provide that to the Human Resources Director.

Vice Mayor Ervin said that the Mayor & Commission would also get a copy of the final report.

Commissioner Kelley asked if the Mayor & Commission would get it directly, or if it would go through the Human Resources Department and then get to the Mayor & Commission.

City Attorney Norris-Weeks stated that she thinks the proper way is for it to go to the Human Resources Department and then to the Commission, adding that language could be included to require that it goes to the Commission simultaneously.

Commissioner Kelley said he was just trying to understand, acknowledging that they were trying to get the Human Resources Director out of it, but noting that there was no way to do so because it was what the Charter calls for. The Commissioner then asked if the report from the firm on the background completed checks would come back to the Mayor & Commission sealed and who was going to look at it first.

Vice Mayor Ervin suggested that they could ask that the firm present it directly to the Mayor & Commission if that would make everything transparent.

City Attorney Norris-Weeks pointed out that it typically would go through the Human Resources Department, and she said that she thought that it would be more appropriate. The City Attorney then reiterated that there could be a provision for it to go to the Mayor & Commission as well, adding that there wouldn't be a problem with that legally.

Mayor Taylor noted that the procurement packet said that the evaluation of the proposal would be done by the Selection Committee consisting of City Personnel that would convene to review and discuss all submitted proposals.

City Attorney Norris-Weeks stated that part came earlier that day and she had not seen it, adding that it would not be City Personnel selecting.

Mayor Taylor suggested that what's in the packet needed to be fixed, because it directly contradicted what was being proposed for the Commission to vote on.

City Clerk Flores pointed out that the Request for Qualifications document that was attached as Exhibit B, had the packages going to the City Clerk, but she noted that she was hearing that as part of the Commission's discussion, it should be changed to the Human Resources Director.

City Attorney Norris-Weeks stated that the procurement package should go to the Clerk's Office like any other procurement, and then she said that the information that the screener retrieves based on the background search, should go to the Human Resources Department. The City Attorney also said that where the document included a selection by Staff, would need to be revised to reflect the Commission.

Mayor Taylor noted that it is all over the document and he said that he would be comfortable if what they were voting on reflected what was in the backup documentation.

City Attorney Norris-Weeks clarified that it wasn't the intent and she said she did the first part, adding that she thought Staff was just trying to do it very quickly and included the language that the City normally has in those documents.

Mayor Taylor asked how they could fix it.

City Attorney Norris-Weeks requested that the Mayor & Commission allow her to make it consistent.

Mayor Taylor requested that the process described by Commissioner Kelley and Vice Mayor Ervin be outlined in the resolution and the procurement packet.

City Clerk Flores pointed out that in the normal procurement process, she receives bids and opens those in the presence of the Procurement Officer and other City Staff, and she asked

that if she is just to receive them and not open them and provide them to the Human Resources Department, she said that it needs to be spelled out so that there's no confusion and she is aware of what her role was specifically in the process.

Mayor Taylor said that was why he wanted it spelled out in the proposed resolution, and he suggested that once the Request for Qualifications was advertised, the Clerk would receive the bids without opening them, and then bring them to the Commission Meeting the very next day on September 13th where it would be opened in front of them by the Clerk and Human Resources Department, and the Commission would discuss and evaluate as the Selection Committee. The Mayor then added that the Human Resources Department should be present at that meeting, as a part of the process.

Vice Mayor Ervin stated that it was okay with her.

Commissioner Kelley expressed concern about it being included as part of the September 13th meeting, because he said that it was probably going to be long because the Commission hadn't met and had the budget.

Mayor Taylor suggested that they could schedule a Special Commission Meeting at 6:30 pm before the Regular Commission Meeting.

Commissioner Kelley said that it would probably take longer than 30 minutes but suggested that it probably needed to be the last item. The Commissioner then also suggested that whoever is part of the request be at the meeting in case there are any questions.

Mayor Taylor asked if Commissioner Kelley was requesting that take place at the Commission Meeting or at the very next meeting.

Commissioner Kelley clarified that he was referring to the meeting where the Mayor & Commission would open up the bids because they may have questions, adding that they would not be able to be answered because the information would be sealed and nobody else would have seen anything. The Commissioner then asked if Vice Mayor Ervin accepted his proposed amendment.

Vice Mayor Ervin stated that it was okay with her.

City Clerk Flores acknowledged that the Mayor & Commission wanted to fast track the process, but she pointed out that any resolution that has a fiscal impact, has to be sent to the State of Florida and approved, further urging them to consider that if they're going to advertise it, there was going to be a cost associated with it.

Mayor Taylor suggested that it could be done through the expedited request process, stating that he was sure they would understand.

Commissioner Kelley agreed with Mayor Taylor.

Mayor Taylor asked City Attorney Norris-Weeks to read into the record the proposed amendment.

City Attorney Norris-Weeks stated that she understood the Mayor & Commission would like to have the Request for Qualifications opening process take place at the very next meeting with the Human Resources Staff, the City Clerk and the Commission to make the selection, adding that she would make sure anything else is part of the resolution based on the Mayor & Commission's comments.

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin to include the provisions of the amendment read into the record by the City Attorney, in the proposed resolution.

There being no further discussion, the amendment passed by a 4-0 vote.

Commissioner Williams	Not Present
Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Mayor Taylor	Yes

There being no further discussion, the resolution passed by a 4-0 vote.

Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Not Present
Mayor Taylor	Yes

4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING SUBMITTED LEGAL INVOICES FROM BURNADETTE NORRIS-WEEKS, P.A.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Attorney*

The above resolution was read into the record by Assistant City Attorney Candice Cobb.

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin to discuss Agenda Item 7-4.

Mayor Taylor asked City Attorney Norris-Weeks to introduce the proposed resolution.

City Attorney Norris-Weeks stated that the proposed resolution would approve the payment of the invoices for the fiscal year. The City Attorney said that they are substantially lower than they have seen the legal invoices be for any fiscal year in recent Opa-locka history, reporting that it is approximately \$60,000 for all litigation expenses, which was about 1/3 of what had been budgeted for. She then asked that the Mayor & Commission pass it so that it can go to the appropriate persons for processing.

Mayor Taylor stated that they have to develop a process where the City gets those sooner, noting that they had talked about it during the renewal of the contract, adding that they should be getting them once a month and not just a lump sum.

City Attorney Norris-Weeks stated that the contract talked about promptness, offering assurances that she would endeavor to do it within 30 days after the services were provided.

Commissioner Bass noted that Commissioner Kelley always says that getting documents at the last minute is irritating. The Commissioner said that she had not had the opportunity to look at it. She said that she was not saying it was legitimate or illegitimate, but that she would have liked to have had enough time to go through it to make sure that they were doing what they needed to do with the people's money. Commissioner Bass stated that she would not support it until she had enough time to look at it.

There being no further discussion, the resolution passed by a 3-1 vote.

Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Not Present
Commissioner Bass	No
Mayor Taylor	Yes

7. ADJOURNMENT:

Mayor Taylor encouraged everyone to stay safe.

There being no further business to come before the City Commission, it was moved by Commissioner Kelley, seconded by Vice Mayor Ervin to adjourn the Special Commission Meeting at 6:58 p.m.

John H. Taylor, Jr.
Mayor

Attest:

Joanna Flores, CMC
City Clerk

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING A PROCUREMENT PROCESS FOR AN OUTSIDE ENTITY FIRM OR PROFESSIONAL TO SERVE AS THE HUMAN RESOURCES DIRECTOR FOR THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, due to the recent departure of the City's Human Resources Director, it has become necessary for the City Commission to secure a Human Resources Director to provide Human Resources responsibilities; and

WHEREAS, the City Commission desires that a Request for Qualifications ("RFQ") be released substantially in the form attached hereto as Exhibit "A"; and

WHEREAS, Specifically, the City of Opa-Locka desires to authorize a procurement process for an outside entity firm or professional to serve as the Human Resources Director with a procurement release date of October ____, 2023; a close date for the procurement of October ____, 2023; a workshop meeting for the City Commission to sit as the short list committee for discussion of the procurement on October 25, 2023; and a Regular City Commission meeting selection where the City Manager will select a firm or professional from at least, two (2) short listed firms and/or professionals capable of serving as the City's human resources director, no later than the end of the Regular Commission meeting of October 25, 2023; and

WHEREAS, the City Commission had previously planned to secure a Human Resources Professional no later than October 11, 2023, however, legal counsel for the Inspector General's Office notified the City Attorney on September 22, 2023 that the Inspector General's Office desired justification on the legal sufficiency of Resolution 23-141; and

WHEREAS, on September 22, 2023, a comprehensive memorandum was prepared by the Opa-Locka City Attorney and was directed to Melinda Miguel, Chief Inspector General, providing complete legal justification supporting the passage of Resolution 23-141 by the City Commission; and

WHEREAS, at its September 27, 2023 regular City Commission meeting, the City Commission discussed that although it had passed Resolution 23-141, and the City had responded through its legal counsel with justification, the Office of Inspector General

still had not approved Resolution 23-141 and it appeared that the timelines set forth in said Resolution would not be met. The City Attorney was directed to communicate with the attorney for the State Office of the Inspector General; and

WHEREAS, on September 28, 2023, a lengthy telephone conference was held between the City Attorney and an attorney for the State Office of the Inspector General (State) regarding Resolution 23-141. In short, the State advised that while the legal analysis contained within the City's justification memorandum was not being challenged by the State, the Inspector General's office believed that it would be "best practices" for the selection to be short-listed by the City Commission but selected by the Interim City Manager. Further, the state believed that the City Manager should maintain in control of the Human Resources Director with the authority to hire and fire that function; and

WHEREAS, the City Commission of the City of Opa-Locka, Florida finds that authorization of a procurement process is in the best interest of the City of Opa-Locka and its residents and desires to accept the recommendation from the State Office of Inspector General on revisions to the procurement for a Human Resources professional consistent with Exhibit "A" hereto.

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 of Opa-Locka to implement a procurement process for an outside entity firm or professional to serve as the Human Resources Director consistent with the RFQ, attached hereto as Exhibit "A." At the earliest possible time following approval by the State of Florida of this resolution, the procurement should be promptly released to the public and published as described and modified to include dates for Exhibit "A."

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 of this Resolution may be authorized by the City Attorney without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. CONFLICT

To the extent that there is conflict with this Resolution and any prior Resolution or policy of the City, this Resolution shall control.

SECTION 5. EFFECTIVE DATE

This Resolution shall take effect upon adoption and shall be provided to the Governor or Governor's Designee for review.

PASSED and **ADOPTED** this _____ day of _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

City of Opa-locka



RFQ NO: 23 - TBA

REQUEST FOR QUALIFICATIONS (RFQ)
OUTSIDE ENTITY HUMAN RESOURCES
DIRECTOR

CITY OF OPA-LOCKA
RFQ NO. 23-TBA
OUTSIDE ENTITY HUMAN RESOURCES DIRECTOR

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CITY OF OPA-LOCKA REQUEST FOR QUALIFICATIONS
RFQ NO: 23-TBA
OUTSIDE ENTITY HUMAN RESOURCES DIRECTOR

The sealed proposal for OUTSIDE ENTITY HUMAN RESOURCES DIRECTOR at the Municipal Complex for the City of Opa-Locka will be received by the City's Clerk Office, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **October __**, 2023 by 2:00 pm. Any RFQ Package received after the designated closing time will be returned unopened. The City will accept proposals by mail; however, the contractor must submit the proposal by the due date. In addition, the proposal shall be via www.demandstar.com (e-bid) by 2:00 pm.

The address to submit sealed proposal is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked RFQ for OUTSIDE ENTITY HUMAN RESOURCES DIRECTOR.

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the RFQ NO: **23-TBA** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA REQUEST FOR QUALIFICATIONS
RFQ NO: 23-TBA
OUTSIDE ENTITY HUMAN RESOURCES DIRECTOR

PART I
PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka seeks proposals for a OUTSIDE ENTITY HUMAN RESOURCES DIRECTOR. The City is soliciting bids on behalf of the City Manager's Office for Outside Entity Human Resources Director under the laws of the State of Florida. These services must be efficient and economical, adhere to industry standards and best practices, and utilize the latest nonproprietary technology. The Contract will be awarded to the most qualified Proposer, as described in the Evaluation Procedures Section below.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is Proposer's responsibility to submit Proposer's proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 p.m. on October , 2023. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: RFQ NO. 23-TBA – OUTSIDE ENTITY HUMAN RESOURCES DIRECTOR.

This package shall also include the Proposer's return address. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the City and will not be returned to the Proposer.

The City cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline will not be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an original and six (6) copies (a total of 7) plus one copy on USB flash drive in PDF format of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFQ.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFQ, up until one (1) day prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFQ so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFQ or give information as to the requirements of the RFQ in addition to what is contained in the written RFQ document or Resolution 23- , authorizing the RFQ.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The City may email or post written addenda up to two (2) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFQ opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City Clerk through written communication prior to the opening of the proposals, which should be forwarded by the City Clerk to the City Attorney.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFQ does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed and accepted for final approval of a contract form.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFQ and Consultant/Contractor proposal shall be included and incorporated in the final award. The successful proposer and the City will then enter into an Agreement in a form acceptable to the City Attorney. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. Any additional language for consideration by the Proposer must be attached and enclosed as part of the proposal.

1-9. Selection Process: The proposals will be evaluated by the City Commission and short listed consistent with qualifications deemed responsive.

The City reserves the right to negotiate price.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFQ, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager’s Office for all news releases or other publicity pertaining to this RFQ or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers’ insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than \$1,000,000 per Occurrence (Including Policy Number and Policy Period);
2. Evidence of Auto Liability coverage with limits not less than \$300,000 per Occurrence (Including Policy Number and Policy Period);
3. Evidence of Workers’ Compensation coverage with statutory limits and Employer’s Liability coverage with limits not less than \$100,000 (Including Policy Number and Policy Period), if applicable;
4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);
5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFQ submittal to the extent applicable.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services’ “Convicted Vendor List”. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing processes because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.17 Florida Statutes for Category Two (currently \$25,000) with any person or affiliated on the “Convicted Vendor List” for a period of thirty-six (36) months from the date that person or affiliate was placed on the “Convicted Vendor List” unless that person or affiliate has been removed from the list. By signing and submitting the RFQ proposal forms, Proposer attests that they have not been placed on the “Convicted Vendor List”.

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka, Miami-Dade County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka. Further, the proposer shall not have any prior personal or business relationship with the City's Interim City Manager or City Manager and shall not have previously provided services or advice to the City of Opa-Locka at any time in the past ten (10) years. Rather, the proposer shall be an independent individual or firm free from influence through it's officers and employees.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work where applicable.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office prior to the scheduled bid opening.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City Commission shall determine that such termination is in the best interest of the City.

CALENDAR EVENTS

EVENT	DATE/LOCATION	
Release Date	October , 2023	
Pre-Bid Meeting	N/A	
Written Questions Due	October , 2023 @ 10:00 AM Email questions to the City Clerk: With Subject line "RFQ No: Bid Questions"	
Response to Questions	October @ 10:00 AM	
Due Date/Bid Opening	October @ 2:00 pm	at: City of Opa-locka Clerk Office 780 Fisherman Street, 4th Floor Opa-locka, Florida 33054 OR Electronic Bid on www.Demandstar.com
EVALUATION: Evaluation Committee Meeting (Open to the Public).	October , 2023 @ 6 PM	
Award	October , 2023 @ 7PM Regular Meeting	

PART II
NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

Purpose

The City of Opa-locka is seeking the professional services of a firm knowledgeable in Human Resources (HR) practices to serve and the City's Human Resources Director and specifically serve in the role of the City's Human Resources Department consistent with the City's Ordinances. The scope of work may include, but is not limited to recruitment, hiring practices, working along with the City Manager, City Attorney and city staff to ensure legal compliance, creation or revisions of policies and procedures necessary for a functioning Human Resources Department. The Human Resources Director shall report to the City Manager as a best practice for this function. The City is not responsible for any costs incurred by the respondent in proposal preparation, presentations, site visits, or benchmarks performed.

Scope of Work

The selected individual or firm shall be expected to perform the services required under this Request for Qualifications in the most expeditious manner possible. The scope should include the following, but is not limited to:

1. Conducting and overseeing a City Manager Search consistent with the City's Code of Ordinances and existing procedures for the selection of a City Manager. With respect to the search of the City Manager, the Human Resources Director shall not communicate with the Interim City Manager or share any information that is not shared with any other candidate seeking the position of the permanent City Manager. Further, the Human Resources Director shall not share information or operate in any way that would serve to give the Interim City Manager an advantage or control of the City Manager selection process. To the extent that the Human Resources Director feels compromised in any way by the Interim City Manager, this information shall be immediately reported, by email, to the City Commission with a copy of the email provided to the City Clerk and the City Attorney.
2. Professional Human Resources Duties: The firm would serve as the Human Resources Director and perform all professional human resources duties as required by City Ordinances. The firm would advise and report to management on HR best practices and compliance with employment laws and policy. The firm would also be available to assist with employee relations and disputes.
 - The firm will meet with key representatives (City Manager, Assistant City Managers, and Directors as needed) to discuss the needs of the City. The firm will also meet with the City Attorney when necessary to secure information needed for the City Attorney's work.
3. Creating, Updating, and Implementing HR/Employment Policies: The firm would work with management on creating, updating, and implementing HR/Employment policies and procedures. The firm would assist the city in updates to the employee manual on an as-needed basis.

4. Job Descriptions: The firm would work with management to revise and create new job descriptions when necessary.
5. Recruitment: Recruitment services of various positions to be filled as needed. The HR professional or firm would work with the City during relevant recruitment periods.
 - Meet with key decision makers to develop ideal candidate profiles.
 - Write or adapt job description and determine or confirm salary range for management review and board approval, if appropriate.
 - Develop and implement recruitment and advertising strategy.
 - Develop (or modify existing) job flyer.
 - Assist with advertisement in appropriate locations, including social media and specialized job boards.
 - Review application packets and assess candidates with management.
 - Manage the interview process, including developing questions and scoring mechanisms.
 - Where necessary, conduct skills testing.
 - Work with law enforcement to obtain any necessary credentials needed for background checks where appropriate.
 - Check references and conduct background checks.
 - Other recruitment tasks as necessary.
 - Other relevant tasks as required for the smooth operation of the Human Resources Department.
6. Agreement with City: It is the intent of this solicitation that the HR Director work with and report to the City Manager on all issues unrelated to the permanent City Manager selection process. The City Manager will make the final decision on the hiring of the HR position, following a shortlisting of no less than two (2) candidates by the City Commission. The successful HR Director candidate will be required to enter into an agreement with the City that may be terminated by the City Manager if there is a breach of the Agreement terms.

7. Other HR Functions and Support As Needed: Other HR functions and support that are needed include, but not limited to, Compensation Study and Assistance with Benchmark Classifications, investigations of complaints by employees, reviewing of counseling or other disciplinary actions, memos, etc., training or coaching of staff in HR areas as needed, policy or procedure writing, update and/or review, and special projects.
8. Legal Compliance: Ensure compliance with federal, state, and local laws and regulations related to employment and internal policies and procedures. Be knowledgeable about HR laws and regulations pertinent to public agencies under the general law. Provide suggestions and recommendations regarding areas that need to be addressed for legal compliance.
9. Deliverables: The City expects the consultant to be onsite at least one (1) day per week for no less than six (6) hours day and be available through telephone, remote video conference, or email as needed throughout the week. Note: The City prefers having set hours of availability for at least two days a week and expects the consultant to respond to email within a 24 hour period.

2-2 PROPOSER QUALIFICATIONS

Adequate information and documentation must be provided in the Proposal to support or confirm satisfaction of the required qualifications below:

- The Proposer shall have extensive experience, expertise, and reliability as a Human Resources Professional with an established good reputation, particularly with governmental clients or large corporate entities. Proposer must have a minimum of five (5) years of consecutive and successful experience in the aforementioned areas.
- Proposer's track record in providing services to governmental agencies or large corporate entities. Please provide a list of current and relevant projects, including client names, titles, telephone numbers and email address. Please ensure that contact information is current.
- Demonstrate an overall combination of skills, prior work experience, business reputation, and commitment to diversity.

2-3 TERM OF CONTRACT

The contract period for the winning bidder of this RFQ is anticipated to be one (1) fiscal year with two one (1) year options for renewal.

An Agreement may be for a lesser period of time.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals and the persons likely to perform work not in conflict with provisions of this RFQ. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFQ. The proposal must be independent and not have had any contact with any City Staff members of the City regarding this proposal, unless specifically authorized herein.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposer's understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer during the Agreement as the City contact, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Telephone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies.

If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail the proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFQ.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFQ as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City for this project.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program listed in this RFQ to the best of knowledge and understanding.

3.2.7.2 Indicate the earliest available start date for Proposer's project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Projected Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the Proposer has provided services detailed on the solicitation. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must complete and submit as part of its Proposal all of the following forms and/or documents.

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification
- E-Verification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of the City Commission, will convene to short list no less than two candidates with the Interim City Manager or City Manager making the final decision. The Selection Committee shall also be known as the Shortlisting Committee. The Selection Committee will consider and shortlist based on qualifications. The Proposer shall satisfy and explicitly respond to all the requirements of the RFQ, including qualifications and a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive and responsible Proposer whose Proposal best serves the interest of the City.

4-2 EVALUATION CRITERIA

The Committee may choose to invite any and/or or all firms to make presentations and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated to all Proposers.

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee to clarify their proposals. However, the City Commission has the right to accept and shortlist the best proposal as submitted, without discussion or negotiation.

If the City Commission determines that such presentations are needed, a time and place will be scheduled for oral presentations. Candidates should be available for presentations at the City Commission meeting or workshop where the proposals will be reviewed and shortlisted. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee shortlisting. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFQ, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The Interim City Manager or City Manager of Opa-locka Commission will select the firm that meets the best interests of the City following shortlisting. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated Agreement. The City's decisions will be final. Following the selection of firm, the expectation is that an Agreement will be executed between both parties. The City Manager will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFQ following shortlisting.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation the City Commission will shortlist no less than two (2) firms for selection by the Interim City Manager or City Manager. Upon selection, contract negotiations will be initiated with the successful firm through the City Attorney's Office. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

RFQ NO. 23-TBA
OUTSIDE ENTITY HUMAN RESOURCES DIRECTOR

The Proposer, as a result of this proposal, should hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. Complete and submit with the proposal the following information:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, indicate:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers Date Elected:

6. The length of time in business: _____ years

7. The length of time (continuous) in business as a service organization in Florida: _____ Years. Provide corporate forms from the Florida Division of Corporations of similar state entity.

8. Provide a list of at least three commercial, corporate or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka RFQ during the last twenty-four months.

9.

10. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the Proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature_____

Printed Name _____

CITY OF OPA-LOCKA
RFQ NO. 23-TBA

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the

(Title/Position) (Name)

(Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature

CITY OF OPA-LOCKA NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPOSER that has submitted the attached
proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPOSER nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in any way
colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER,
firm, or person to submit a collusive or sham Proposal in connection with the Work for
which the attached Proposal has been submitted; or to refrain from Proposing in
connection with such Work; or have in any manner, directly or indirectly, sought by
agreement or collusion, or communication, or conference with any PROPOSER, firm, or
person to fix any overhead, profit, or cost elements of the Proposal or of any other
PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the
Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy,
connivance, or unlawful agreement any advantage against (Recipient), or any person
interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of
the PROPOSER or any other of its agents, representatives, owners, employees or parties of
interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

Sworn and subscribed before this

____ day of _____, 20 ____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA DIRECTING THE INTERIM CITY MANAGER TO DELIVER TO THE CITY COMMISSION A REPORT ON THE AVERAGE PERMIT AND LICENSING PROCESSING TIMES FOR ALL PERMITS AND LICENSES ISSUED BY THE CITY OF OPA-LOCKA, INCLUDING THE PROCESSING TIMES FOR THE CITY OF OPA-LOCKA AS COMPARED TO ALL OTHER MUNICIPALITIES WITHIN MIAMI-DADE COUNTY; TO FURTHER DEVELOP A PLAN TO IMPROVE THE CITY'S PROCESSES AND REDUCE THE PROCESSING TIMES BELOW THE COUNTY-WIDE AVERAGE IN ORDER TO DELIVER MORE EXPEDITED, QUALITY SERVICES TO CITY RESIDENTS AND BUSINESS OWNERS WITHIN A PERIOD OF NINETY (90) DAYS FROM THE PASSAGE OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") is currently in the peak season of permitting and licensing renewals. This activity has caused a drastic increase in applications within the Building and Licensing Department, which has delayed the City's time for processing and issuance; and

WHEREAS, the City Commission is seeking information on the average permit and licensing processing times for all permits and licenses issued by the City, to include the processing times for the City of Opa-Locka compared to all other municipalities within Miami-Dade County; and

WHEREAS, the City Commission further desires and direct that the Interim City Manager to develop a plan to improve the City's processes and reduce the processing times below the county-wide average to deliver more expedited, quality services to City residents and business owners within a period of ninety (90) days from the passage of this resolution; and

WHEREAS, the City Commission has determined that directing the Interim City Manager to deliver to the City Commission a report on the average permit and licensing processing time for all permits and licenses issued by the City of Opa-Locka, including the processing times for the City, as compared to all other municipalities within Miami-Dade County and develop a plan to improve the City's processes and reduce the processing times below the county-wide average, all to be conducted within ninety (90) days of the passage of Resolution is in the best interest of the City of Opa-Locka.

**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 hereby directs the Interim City Manager to deliver to the City Commission a report on the average permit and licensing processing times for all permits and licenses issued by the City of Opa-Locka, including the processing times for the City of Opa-Locka compared to all other municipalities within Miami-Dade County. The City Commission further directs that the City Manager develop a plan to improve the City's processes and reduce the processing times below the county-wide average in order to deliver more expedited, quality services to City residents and business owners all to be conducted within a period of ninety (90) days from passage of this Resolution.

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 of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of 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 _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

City Manager:	Darvin Williams		CM Signature:	DocuSigned by: Darvin Williams C48C07C1E8DE492...	
Commission Meeting Date:	10.11.2023		Item Type:	Resolution	Ordinance
			(Enter X in box)	X	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
		X	Public Hearing: (Enter X in box)	Yes	No
				X	
Funding Source: Account#:	(Enter Fund & Dept) Ex: NA		Advertising Requirement: (Enter X in box)	Yes	
				No	
					X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related (Enter X in box)	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: (list the specific objective/strategy this item will address)	
		X			
Sponsor Name	Mayor Taylor		Department:	City Commission	

Short Title:

A resolution of the City Commission of the City of Opa-locka directing the Interim City Manager to provide the City Commission with the processing time for the Building and Licensing Department Permitting and Licensing Process in comparison to neighboring municipalities.

Staff Summary:

The City is currently in the peak season of permitting and licensing renewals. This has caused a drastic increase in applications within the Building and Licensing Department which delays the City's time for processing and issuance. The Mayor & City Commission is seeking to review and compare the City of Opa-locka and neighboring municipalities' response times. The Interim City Manager shall create and provide the Mayor & Commission with a report detailing this information and shall develop a plan to reduce the Department's processing time and improve its practices to ensure residents and businesses are receiving efficient and satisfactory results. The report and plan shall be presented within 90 days.

Financial Impact – There is no financial impact from this proposed ordinance amendment.

Proposed Action:

It is recommended the City Commission of the City of Opa-locka adopt legislation directing the Interim City Manager to take all steps necessary to reduce the processing time for all permitting and licensing processes and provide the Mayor & Commission with a full report within 90 days.

Attachment:

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, AUTHORIZING EXPENDITURES RELATED TO MAYOR TAYLOR'S QUARTERLY SMALL BUSINESS LUNCHEONS, IN AN AMOUNT NOT TO EXCEED ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) FOR EACH BUSINESS LUNCHEON EVENT AND AUTHORIZING MAYOR TAYLOR AND CITY STAFF TO TAKE ALL NECESSARY STEPS TO PLAN AND EXECUTE EVENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is imperative the City of Opa-Locka ("City") ensures that small businesses are supported and have the necessary tools, resources, and information for success; and

WHEREAS, in support of strengthening City businesses, Mayor Taylor intends to host quarterly networking events for the benefit of the City's business community during the 2023-2023 fiscal year; and

WHEREAS, these events require expenditures for catering and related event services. As such, the City Commission desires to authorize Mayor Taylor and City staff the authority to take all necessary steps to plan for the quarterly events and approve expenses in an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00) for each event; and

WHEREAS, the City Commission has determined that it is the best interest of the City and its residents to authorize expenditures related to Mayor Taylor's Quarterly Small Business Luncheons, in an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00) for each event, and to further authorize Mayor Taylor and City staff to take all necessary steps to plan and execute the quarterly events.

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 hereby authorizes expenditures related to Mayor Taylor's Quarterly Small Business Luncheons, in an amount not

to exceed One Thousand Five Hundred Dollars (\$1,500.00) for each event, and to further authorizes Mayor Taylor and City staff to take all necessary steps to plan and execute the quarterly events.

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 of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of 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 _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

City Manager:	Darvin Williams		CM Signature:	DocuSigned by: C48C07C1E8DE492...	
Commission Meeting Date:	10.11.2023		Item Type:	Resolution	Ordinance
			(Enter X in box)	X	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
	X		Public Hearing: (Enter X in box)	2nd Reading	
				Yes	No
				X	
Funding Source: Account#:	(Enter Fund & Dept) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes	
				No	
					X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related (Enter X in box)	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: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name	Mayor Taylor		Department:	City Commission	

Short Title:

A resolution of the City of Opa-locka to authorize the expenses related to Mayor Taylor's Quarterly Business Luncheon for small businesses not to exceed \$1,500 per Quarterly Business Luncheon event and authorizing the Sponsor and City Staff to take all necessary steps for this event.

Staff Summary:

It is imperative the city ensures that small businesses are supported and have all the necessary tools, resources, and current information for success. In support of this movement, Mayor Taylor hosts a networking event curated for the City's business community quarterly. This event requires expenditures for catering and related event services. The Sponsor and City staff shall be authorized to take all the necessary steps for planning and the approval of expenses in the amount not to exceed \$1,500.

Financial Impact –

Proposed Action:

It is recommended to authorize the expenses related to Mayor Taylor's Business Luncheon for small businesses not to exceed \$1,500.

Attachment:

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, AUTHORIZING THE INTERIM CITY MANAGER TO REIMBURSE COMMISSIONER SHERELEAN BASS, IN AN AMOUNT OF TWO HUNDRED EIGHTY-TWO DOLLARS AND TWENTY-NINE CENTS (\$282.29) FOR EXPENSES INCURRED IN SUPPORT OF THE MEMORIAL CELEBRATION FOR FORMER COMMISSIONER ALVIN BURKE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 4,2023, the City Commission of the City of Opa-Locka held a memorial celebration to honor former Commissioner Alvin Burke; and

WHEREAS, Commissioner Bass expended personal funds for the event; and

WHEREAS, Commissioner Bass is seeking to be reimbursement from her discretionary Special Events budget in the amount of Two Hundred Eighty-Two Dollars and Twenty-Nine Cents (\$282.29) for expenditures incurred for the memorial celebration; and

WHEREAS, the City Commission has determined that it is in the best interest of the City and its residents to authorize the Interim City Manager to reimburse Commissioner Sherelean Bass an amount not to exceed Two Hundred Eighty-Two Dollars and Twenty-Nine Cents (\$282.29) in support of the memorial celebration for former Commissioner Alvin Burke.

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 hereby authorizes the Interim City Manager to reimburse Commissioner Sherelean Bass in an amount of Two Hundred Eighty-Two Dollars and Twenty-Nine Cents (\$282.29) for expenses incurred in support of the memorial celebration for former Commissioner Alvin Burke.

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 of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of 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 _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



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

City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	10.11.2023		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	No X	Yes	No
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 X	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	Commissioner Bass		Department:	City Commission			

Short Title:

A resolution authorizing the City of Opa-locka to reimburse Commissioner Sherelean Bass in an amount not to exceed \$282.29 for expenses she incurred in support of the memorial celebration for former Commissioner Alvin Burke.

Staff Summary:

On August 4, 2023, the City Commission held a memorial celebration to honor former Commissioner Alvin Burke. Commissioner Bass expended personal funds for this event. She is seeking to be reimbursed from her discretionary Special Events budget in an amount not to exceed \$282.29 for related expenditures.

Financial Impact – There is \$642 remaining in Commissioner Bass's FY 23 Discretionary Special Events Budget to cover this expenditure.

Proposed Action:

It is recommended that the City Commission authorize reimbursement to Commissioner Bass in an amount not to exceed \$282.29 for expenses incurred by her in support of the memorial celebration for former Commissioner Alvin Burke.

Attachment:

Detailed Expenses for Reimbursement-

Receipt: Dollar Tree- \$13.38

Receipt: Publix- \$185.08

Receipt: Family Dollar- \$3.21

Receipt: Publix-\$54.96

Receipt: Amazon-\$25.66

Event Flyer- Memorial Celebration for Commissioner Alvin Burke



Store# 8029
19650 NW 27th Ave
Miami Gardens FL 33056

(786) 654-5813

DESCRIPTION	QTY	PRICE	TOTAL
NAPKIN LUNCH WHITE 30CT	1	1.25	1.25
NAPKIN LUNCH WHITE 30CT	1	1.25	1.25
NAPKIN LUNCH WHITE 30CT	1	1.25	1.25
NAPKIN LUNCH WHITE 30CT	1	1.25	1.25
NAPKIN LUNCH WHITE 30CT	1	1.25	1.25
PLATE 9IN WHITE 24CT	1	1.25	1.25
PLATE 9IN WHITE 24CT	1	1.25	1.25
PLATE 9IN WHITE 24CT	1	1.25	1.25
PLATE 9IN WHITE 24CT	1	1.25	1.25
PLATE 9IN WHITE 24CT	1	1.25	1.25

Sub Total \$12.50
SALES TAX \$0.88
Total \$13.38
Cash \$100.00
CHANGE ==> \$-86.62

HOW SHOP ON-LINE AT DOLLARTREE.COM

* We will gladly exchange any unopened item *
* with original receipt. We do not offer refunds. *

5536 08029 02 008 27633501 8/03/23 14:54
Sales Associate: PHERLINDA

Publix

At Miami Lakes
15000 Miami Lakes Drive East
Miami Lakes, FL 33014
Store Manager: Michelle Harper
305-818-8830



1129 84N 819 216

PBX SUB SELECT L	63.99 T F
PBX SUB SELECT L	63.99 T F
PBX SUB SELECT M	44.99 T F

Order Total	172.97
Sales Tax	12.11
Grand Total	185.08
Cash	200.10
Change	15.02

Receipt ID: 1129 84N 819 216

Your cashier was Iona

01/04/2023 11:20 S1129 R181 9216 C0210

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STORE #06371 14400 NW 27TH AVE
OPA LOCKA, FL, 786-804-5638

CANDLE LIGHTER XL AST
680079405199 2.00 T
JHD PLLR CNOL TONAL. SWT APL 8.810Z
032251246531 1.00 T
SUBTOTAL \$3.00
TAX1 \$0.21
TOTAL \$3.21
CASH \$3.21



99063710133400195733

ITEMS 2
08-04-2023 11:40:28 06371 01 7583079 3340
Cash Check Debit Credit & EBT Accepted.
THANK YOU.

-----TEAR HERE-----

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weekly. For complete rules, eligibility,
sweepstakes & previous winners, visit
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to enter. Sweepstakes sponsored by
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clients. Void where prohibited.

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<http://www.familydollar.com/smartcoupons>

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15000 Miami Lakes Drive East
Miami Lakes, FL 33014
Store Manager: Michelle Harper
305-818-8830



1129 84N 079 230

F/L FUN TIME 28CT	15.99	F
F/L FUN TIME 28CT	15.99	F
VARIETY PACK 18CT	12.99	F
F/L PARTY MIX 28CT	15.99	F
STORE COUPON	-2.00	F
STORE COUPON	-2.00	F
DC Frito-Lay	-2.00	F

Order Total	54.96
Sales Tax	0.00
Grand Total	54.96
Cash	55.00
Change	0.04

Savings Summary	
Store Coupon	4.00
Vendor Coupon	2.00

* Your Savings at Publix *
* 6.00 *

*
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* FOR \$1,000 IN GROCERIES? *
*

* Use this receipt to complete a *
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* Publix gift cards. *
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* age. Other eligibility *
* restrictions apply. See Official *

* Rule (publixsurvey.com) for *
* eligibility & prize info, odds, *
* free entry method & *
* other details. *
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* COMPRA DE SUPERMERCADO? *
*
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* en un sorteo para ganar \$1000 *
* en tarjetas de regalo de Publix *
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* mayor de edad. Se aplican otras *
* restricciones. Lea las Reglas *
* Oficiales en (publixsurvey.com) *
* para ver los requisitos de *
* elegibilidad, la información de *
* premios, las probabilidades de *
* ganar, el método de participación *
* gratuita y otros detalles. *
*
* Store Number 1129 *
* Survey Code 0804112961079230 *
*

Receipt ID: 1129 84N 079 230

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City of Opa-locka Mayor & Commission



Memorial Celebration
for
Commissioner
Alvin Burke

Friday, August 4th, 2023

12:00-2:00pm

Commission Chamber

780 Fisherman St, 3rd Floor

Opa-locka, FL 33054

"CELEBRATING A GREAT SERVANT"

April 24, 1954- August 4, 2021



Final Details for Order #111-0806831-7313010

[Print this page for your records.](#)

Order Placed: July 31, 2023

Amazon.com order number: 111-0806831-7313010

Order Total: \$25.66

Shipped on August 1, 2023

Items Ordered

Price

2 of: *Guest Book for Wedding, Wedding Guest Book - Registry Sign-in Book for Wedding, Reception, Birthday, Baby Shower - White Guestbook/Bookmark & Gold Rose Floral Design - 8.5" x 6" (100 Pages)* \$11.99

Sold by: ximo store ([seller profile](#)) | Product question? [Ask Seller](#)

Supplied by: ximo store ([seller profile](#))

Condition: New

Shipping Address:

Shamecca Lawson
780 FISHERMAN ST 4TH FLOOR
OPA LOCKA, FL 33054-3806
United States

Shipping Speed:

Standard Shipping

Payment information

Payment Method:

Visa | Last digits: 6035

Item(s) Subtotal: \$23.98

Shipping & Handling: \$0.00

Total before tax: \$23.98

Estimated tax to be collected: \$1.68

Grand Total: \$25.66

Billing address

Shamecca Lawson
780 FISHERMAN ST 4TH FLOOR
OPA LOCKA, FL 33054-3806
United States

Credit Card transactions

Visa ending in 6035: August 1, 2023: \$25.66

To view the status of your order, return to [Order Summary](#).

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, AUTHORIZING TRAVEL EXPENDITURES, IN AN AMOUNT NOT TO EXCEED ONE THOUSAND, FIVE HUNDRED DOLLARS (\$1,500.00), FOR COMMISSIONER SHERELEAN BASS TO TRAVEL WITH THE OPA-LOCKA HISTORIC PROGRAM DURING THE MONTH OF OCTOBER 2023; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") was founded by aviation pioneer Glenn Curtiss in 1926. Its history is significant to the residents and elected officials of the City; and

WHEREAS, to further boost involvement with the Opa-Locka Historic Program, Commissioner Bass desires to travel to Douglasville, Georgia to visit relatives of the City's founder and gather historical information, archives and memorabilia on behalf of the City; and

WHEREAS, travel will take place in October 2023 and the City Commission desires to authorize expenditures in an amount not exceed One Thousand Five Hundred Dollars (\$1,500.00); and

WHEREAS, the City Commission has determined that it is in the best interest of the City and its residents to authorize travel expenditures, in an amount not to exceed, One Thousand Five, Hundred Dollars (\$1,500.00) for Commissioner Sherelean Bass to travel with the Opa-Locka Historic Program during the month of October 2023.

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 hereby authorizes travel expenditures in an amount not to exceed One Thousand, Five Hundred Dollars (\$1,500.00) for Commissioner Sherelean Bass to travel with the Opa-Locka Historic Program during the month of October 2023.

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 of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of 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 _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



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

City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	10.11.2023		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	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	No	RFP/RFQ/Bid#:				
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	Commissioner Bass		Department:	City Commission			

Short Title:

A resolution of the City of Opa-locka authorizing travel expenditures not to exceed the amount of \$1500.00 for Commissioner Sherelean Bass to travel with the Opa-locka Historic Program during the month of October 2023.

Staff Summary:

The City of Opa-locka was founded by aviation pioneer Glenn Curtiss in 1926. Its history is significant to the residents and Elected Officials. To further boost the Opa-locka Historic Program, Commissioner Bass will be traveling to Douglasville, Georgia to visit relatives of the City's founder to gather historic information, archives and memorabilia on behalf of the City. Travel will take place in October 2023 and expenditures shall not exceed \$1500.

Financial Impact –

Proposed Action:

It is recommended that the City Commission authorize travel expenditures not to exceed the amount of \$1500.00 for Commissioner Sherelean Bass to travel with the Opa-locka Historic Program during the month of October 2023.

Attachment:

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, AUTHORIZING EXPENDITURES RELATED TO A BREAST CANCER COMMUNITY EVENT TO BE HOSTED BY COMMISSIONER VERONICA WILLIAMS, IN AN AMOUNT NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") recognizes the Month of October as "Breast Cancer Awareness Month"; and

WHEREAS, Breast Cancer is known as the second leading cause of cancer death among women; and

WHEREAS, in support of the quest to find a cure and to educate residents by bringing awareness to Breast Cancer, Commissioner Williams would like to host a community event in the amount not to exceed Five Thousand Dollars (\$5,000.00). The related expenses shall be expended from the sponsor's Special Events Budget; and

WHEREAS, the City Commission has determined that it is the best interest of the City and its residents to approve expenditures related to a breast cancer awareness event to be hosted by Commissioner Veronica Williams.

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 hereby authorizes expenditures related to Commissioner Veronica Williams' Breast Cancer Community Event, in an amount not to exceed Five Thousand Dollars (\$5,000).

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 of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of 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 _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



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

City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	10.11.2023		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No X	Yes	No
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 X	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	Commissioner Williams		Department:	City Commission			

Short Title:

A resolution of the City of Opa-locka to authorize expenses related to Commissioner Williams' Breast Cancer Awareness Event an amount not to exceed \$5,000.

Staff Summary:

The City of Opa-locka recognizes the Month of October as "Breast Cancer Awareness Month". Breast Cancer is known as the second leading cause of cancer death among women. In support of the quest to find a cure and to educate residents by bringing awareness to Breast Cancer, Commissioner Williams would like to host a community event in the amount not to exceed \$5000. The related expenses shall be expended from the sponsor's Special Events Budget.

Financial Impact – This expense will be charged to Commissioner Williams' allocated discretionary budget within the City Commission Special Events budget.

Proposed Action:

It is recommended that the City Commission authorize the expenses related to Commissioner Williams' Breast Cancer Awareness Event, not to exceed \$5,000.

Attachment:

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE CONVEYANCE OF THE POTABLE WATER AND WASTEWATER FACILITIES AT THE GRATIGNY INDUSTRIAL PARK LOCATED AT 12805 NW 42ND AVENUE, OPA-LOCKA, FROM THE DEVELOPER, PROLOGIS LOGISTICS SERVICES INCORPORATED AND ENTER INTO THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Developer, Prologis Logistics Services Incorporated ("Developer"), has completed the Gratigny Industrial Park (offices and warehouses) at 12805 NW 42nd Avenue, the City of Opa-Locka, Florida ("City"), and now desires to enter into an agreement with City to convey the constructed Potable Water and Wastewater Facilities to the City; and

WHEREAS, the City desires to accept ownership and subsequent operation and maintenance of a Potable Water and Wastewater Facilities built as part of a recently completed development; and

WHEREAS, the City Commission of the City of Opa-Locka desires to authorize the Interim City Manager to accept the conveyance of the Potable Water and Wastewater Facilities at the Gratigny Industrial Park located at 12805 NW 42nd Avenue, Opa-Locka, Florida from the Developer, Prologis Logistics Services Incorporated and enter into an agreement with Developer, attached hereto as Exhibit "A".

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 hereby authorizes the Interim City Manager to accept the conveyance of the Potable Water and Wastewater Facilities at the Gratigny Industrial Park at 12805 NW 42nd Avenue, Opa-Locka, from the Developer, Prologis Logistics Services Incorporated and enter into an agreement with Developer, attached hereto as Exhibit "A."

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 of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of 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 _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (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:	09/27/2023		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance 1	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	No X	Yes	No X
Funding Source: <i>(Enter Fund & Dept)</i> Ex: Account# :	NA		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#: N/A				
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:

Utility Infrastructure Conveyance and Service Agreement – Gratigny Industrial Park

Staff Summary:

Issue / Recommendation: The City wishes to accept ownership and subsequent operation and maintenance of a water distribution system and sewer force main built as part of a recently completed development. Staff recommend approval of the conveyance of this water distribution system to the City.

History: It is normal in the development of major projects for the developer to build an internal water distribution system and sewer force main within the property and then subsequently convey it to the agency providing water services, at no cost, to allow metering at each location within the development receiving water services. This construction is part of the standard permitting process overseen by the City to ensure that it is constructed in full compliance with all City and other requirements.

Current Activity: The developer, Prologis, has completed the Gratigny Industrial Park (offices and warehouses) at 12805 NW 42nd Avenue and now wishes to convey the water distribution system, excluding the service lines from the water mains to the individual buildings, and force main to convey wastewater effluent to the City

Financial Impact: The developer retains responsibility for the maintenance of this infrastructure for the next five years, after which time the City will assume that responsibility.

Proposed Action:

Staff recommends the City Commission authorize the Interim City Manager to accept the conveyance of the water distribution system at Gratigny Industrial Park at 12805 NW 42nd Avenue, Opa-locka, from the developer, Prologis.

Attachment:

1. Agenda Cover Memo - Gratigny Industrial Park Conveyance and Service Agreement
2. MOPS Service Agreement
3. Owners Affidavit
4. Record Drawings
5. Sewer As-Builts R1
6. Sewer Bill of Materials
7. Sewer Certification
8. Sewer Easement
9. Utility Infrastructure Conveyance and Service Agreement
10. Warranty - Contractor
11. Water As-Builts
12. Water Bill of Materials
13. Water Easement
14. Water HRS Clearance
15. Water Main Pressure Test
16. Conveyance Checklist
17. Attorneys Affidavit
18. Backflow Certifications
19. Bacteriological Testing Results
20. Coating Certification
21. Exfiltration Test
22. Final Certification for Water and Sewer
23. Final Certification of Water and Sewer Easements
24. Final Payment Confirmation

- 25. Final Waiver and Release of Lien - Contractor
- 26. Force Main Pressure Test
- 27. MDC Fire Inspection Results

ATTORNEY'S AFFIDAVIT

STATE OF Florida
COUNTY OF Miami-Dade

BEFORE ME, the undersigned authority, on this 17th day of May, 2023, personally appeared Tracy R. Slavens, Esq., who is to me well known, and having been sworn upon oath, deposes and states:

1. My name is Tracy R. Slavens, Esq., I am over the age of twenty-one (21) years, am otherwise *sui juris*, and have personal knowledge of the facts asserted herein.
2. I am a licensed attorney, Florida Bar # 0678031, authorized to practice law in Florida and am currently practicing law in the State of Florida. My business address is 3800 NE 1 Avenue, Suite 200, Miami, Florida 33137. My business telephone number is 305-673-2585. My business mailing address is 3800 NE 1 Avenue, Suite 200, Miami, Florida 33137.
3. This Affidavit is given as an inducement to the City Commission of the City of Opa-locka, Florida, as the governing body of City of Opa-locka, to accept the dedication or conveyance of all of the Potable Water, And Wastewater for sewer service facilities, mains, pumps, connection, pipes, valves, meters and equipment installed within granted easements and rights-of-way thereof located within or upon the real property described in the attached Exhibit "A", which is incorporated herein by reference, said land being located in Miami-Dade County, Florida.
4. The Affiant has examined record title information to the underlying real property and the utility facilities being conveyed to the City referenced in this affidavit, including but not limited to, information requested from the Florida Secretary of State relative to any Uniform Commercial Code financing statements.
5. The record owner of the underlying real property described Prologis 2, L.P., a Delaware limited partnership (hereinafter "Owner"). The Owner acquired record title to the subject real property by instrument recorded at Official Records Book 33243, at Page 0026, Public Records, Miami-Dade County, Florida.
6. I have examined corporate or partnership information obtained from the jurisdiction under which the entity was created and presently operates, that the entity is current and active within said State or jurisdiction, that the entity is currently authorized to do business in the State of Florida, and identify the exact name and title of the persons authorized to execute the instruments on behalf of that entity in conjunction with the conveyance of the subject real and personal property.
7. The Affiant attests that the record owner(s) has the ability and right to convey, to the City of Opa-locka and its successors and assigns by good and sufficient Warranty Deed, all pumping facilities or other utility facilities for which the City of Opa-locka requests a fee conveyance and by a good and sufficient Utility Easement for all other facilities thereof located within or upon the real property described in the attached Exhibit "A". Said easement shall grant the City of Opa-

locka a perpetual right, easement and privilege to own, operate, maintain, repair and replace Potable Water, and Wastewater Sewer Service mains, connections, pumps and meters within granted easements. Developer shall also secure from each mortgagee and lienor a release or subordination of mortgagee's and lienor's interest in the deed or easement and fixtures thereon.

8. The Affiant attests that the record owner(s) has the ability and right to transfer in fee simple to the City of Opa-locka by Bill of Sale, all Developer's right, title and interest in and to all of the Potable Water, and Wastewater Sewer Service facilities, mains, pumps, connection, pipes, valves, meters and equipment installed within granted easements and rights-of-way thereof located within or upon the real property described in the attached Exhibit "A", for the purpose of supplying Potable Water, and Wastewater Sewer Service within the Property. The Bill of Sale shall include the contractor's certifications stating the cost of the installations due under this Agreement.

9. Title to the subject utility system(s) or portion(s) thereof and/or easement(s), if any, being conveyed to the City is not encumbered of record.

10. Affiant further states that the information contained in this Affidavit is true, correct and current as of the date this Affidavit is given.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 17th day of May, 2023.

Tracy Slavens

Attorney/Affiant's Signature

Tracy Slavens

Attorney/Affiant's Name

SUBSCRIBED AND SWORN to before me this 17 day of May, 2023, by Tracy Slavens, who is personally known to me as _____ OR who produced identification ____.

Type of Identification Produced _____

Calvin S Koch IV
Notary Public

My Commission Expires: Oct. 14, 2025

Calvin S Koch IV

Printed, Typed or Stamped Name of Notary



Calvin S. Koch IV
Comm.: HH 186739
Expires: Oct. 14, 2025
Notary Public - State of Florida

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

PARCEL ONE:

THE SOUTH 1,210 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OFF SECTION 29, TOWNSHIP 52 SOUTH RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THERE FROM THE EAST 150 FEET THEREOF, AND LESS THE WEST 35 FEET THEREOF.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE CENTER OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH $86^{\circ}47'04''$ EAST FOR 50.0 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE CONTINUE NORTH $86^{\circ}47'04''$ EAST ALONG THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$, OF THE NORTHEAST $\frac{1}{4}$, OF SAID SECTION 29 FOR A DISTANCE OF 1,082.58 FEET TO A POINT ALONG A LINE PARALLEL TO AND 150 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$, OF THE NORTHEAST $\frac{1}{4}$, OF SAID SECTION 29; THENCE RUN NORTH $03^{\circ}01'03''$ WEST ALONG SAID PARALLEL LINE FOR 629.10 FEET TO A POINT ; THENCE RUN SOUTH $86^{\circ}47'04''$ WEST FOR 820.67 FEET TO A POINT ; THENCE RUN SOUTH $02^{\circ}36'27''$ EAST FOR A DISTANCE OF 34.80 FEET TO A POINT ; THENCE RUN SOUTH $87^{\circ}03'33''$ WEST FOR 158.00 FEET TO A POINT; THENCE RUN SOUTH $02^{\circ}56'27''$ EAST FOR 8.00 FEET; THENCE RUN SOUTH $87^{\circ}03'33''$ WEST FOR 103.0 FEET TO THE EAST RIGHT OF WAY LINE OF LEJEUNE ROAD (NW 42 AVENUE); THENCE RUN SOUTH $02^{\circ}56'27''$ EAST ALONG SAID EAST RIGHT OF WAY FOR 590.79 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL ONE AS ALSO DESCRIBED:

COMMENCE AT THE CENTER OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH $86^{\circ}47'04''$ EAST ALONG THE CENTER SECTION LINE FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY MARGIN OF LE JEUNE ROAD, ALSO KNOWN AS NW 42ND AVENUE; THENCE RUN NORTH $02^{\circ}56'27''$ WEST ALONG SAID RIGHT OF WAY MARGIN FOR A DISTANCE OF 590.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $02^{\circ}56'27''$ WEST ALONG SAID RIGHT OF WAY MARGIN FOR A DISTANCE OF 619.21 FEET TO AN $\frac{1}{2}$ " IRON PIN; THENCE LEAVING SAID RIGHT OF WAY MARGIN RUN NORTH $87^{\circ}47'03''$ EAST FOR A DISTANCE OF 1080.91 FEET TO A REBAR; THENCE RUN SOUTH $03^{\circ}01'03''$ EAST FOR A DISTANCE OF 580.90 FEET TO A REBAR; THENCE RUN SOUTH $86^{\circ}47'04''$ WEST FOR A DISTANCE OF 820.67 FEET TO A PK NAIL; THENCE

RUN SOUTH 02°36'27" EAST FOR A DISTANCE OF 34.80 TO A PK NAIL;
THENCE RUN SOUTH 87°03'33" WEST FOR A DISTANCE OF 158.00 FEET TO A
PK NAIL; THENCE RUN SOUTH 02°56'27" EAST FOR A DISTANCE OF 8.00
FEET TO A PK NAIL; THENCE RUN SOUTH 87°03'33" WEST FOR A DISTANCE
OF 103.00 FEET TO A POINT AND BEING BACK AT THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE RECIPROCAL EASEMENT FOR INGRESS AND EGRESS AS SET
FORTH IN THAT CERTAIN DOCUMENT ENTITLED "EASEMENT AGREEMENT" BY AND
BETWEEN AMERICAN FRUIT & PRODUCE CORP., A FLORIDA CORPORATION AND
AMERICAN LAND HOLDINGS OF OPA-LOCKA, LLC, A FLORIDA LIMITED
LIABILITY COMPANY, RECORDED MARCH 1, 2013 AS BOOK 28511 PAGE 4338
OF OFFICIAL RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

ATTORNEY'S AFFIDAVIT

STATE OF Florida
COUNTY OF Miami-Dade

BEFORE ME, the undersigned authority, on this 17th day of May, 2023, personally appeared Tracy R. Slavens, Esq., who is to me well known, and having been sworn upon oath, deposes and states:

1. My name is Tracy R. Slavens, Esq., I am over the age of twenty-one (21) years, am otherwise *sui juris*, and have personal knowledge of the facts asserted herein.
2. I am a licensed attorney, Florida Bar # 0678031, authorized to practice law in Florida and am currently practicing law in the State of Florida. My business address is 3800 NE 1 Avenue, Suite 200, Miami, Florida 33137. My business telephone number is 305-673-2585. My business mailing address is 3800 NE 1 Avenue, Suite 200, Miami, Florida 33137.
3. This Affidavit is given as an inducement to the City Commission of the City of Opa-locka, Florida, as the governing body of City of Opa-locka, to accept the dedication or conveyance of all of the Potable Water, And Wastewater for sewer service facilities, mains, pumps, connection, pipes, valves, meters and equipment installed within granted easements and rights-of-way thereof located within or upon the real property described in the attached Exhibit "A", which is incorporated herein by reference, said land being located in Miami-Dade County, Florida.
4. The Affiant has examined record title information to the underlying real property and the utility facilities being conveyed to the City referenced in this affidavit, including but not limited to, information requested from the Florida Secretary of State relative to any Uniform Commercial Code financing statements.
5. The record owner of the underlying real property described Prologis 2, L.P., a Delaware limited partnership (hereinafter "Owner"). The Owner acquired record title to the subject real property by instrument recorded at Official Records Book 33243, at Page 0026, Public Records, Miami-Dade County, Florida.
6. I have examined corporate or partnership information obtained from the jurisdiction under which the entity was created and presently operates, that the entity is current and active within said State or jurisdiction, that the entity is currently authorized to do business in the State of Florida, and identify the exact name and title of the persons authorized to execute the instruments on behalf of that entity in conjunction with the conveyance of the subject real and personal property.
7. The Affiant attests that the record owner(s) has the ability and right to convey, to the City of Opa-locka and its successors and assigns by good and sufficient Warranty Deed, all pumping facilities or other utility facilities for which the City of Opa-locka requests a fee conveyance and by a good and sufficient Utility Easement for all other facilities thereof located within or upon the real property described in the attached Exhibit "A". Said easement shall grant the City of Opa-

locka a perpetual right, easement and privilege to own, operate, maintain, repair and replace Potable Water, and Wastewater Sewer Service mains, connections, pumps and meters within granted easements. Developer shall also secure from each mortgagee and lienor a release or subordination of mortgagee's and lienor's interest in the deed or easement and fixtures thereon.

8. The Affiant attests that the record owner(s) has the ability and right to transfer in fee simple to the City of Opa-locka by Bill of Sale, all Developer's right, title and interest in and to all of the Potable Water, and Wastewater Sewer Service facilities, mains, pumps, connection, pipes, valves, meters and equipment installed within granted easements and rights-of-way thereof located within or upon the real property described in the attached Exhibit "A", for the purpose of supplying Potable Water, and Wastewater Sewer Service within the Property. The Bill of Sale shall include the contractor's certifications stating the cost of the installations due under this Agreement.

9. Title to the subject utility system(s) or portion(s) thereof and/or easement(s), if any, being conveyed to the City is not encumbered of record.

10. Affiant further states that the information contained in this Affidavit is true, correct and current as of the date this Affidavit is given.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 17th day of May, 2023.

Tracy Slavens

Attorney/Affiant's Signature

Tracy Slavens

Attorney/Affiant's Name

SUBSCRIBED AND SWORN to before me this 17 day of May, 2023, by
personally known to me as OR who produced identification _____.

Type of Identification Produced _____

Calvin S Koch IV
Notary Public

My Commission Expires: Oct - 14, 2025
Calvin S Koch IV

Printed, Typed or Stamped Name of Notary



Calvin S. Koch IV
Comm.: HH 186739
Expires: Oct. 14, 2025
Notary Public - State of Florida

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

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PARCEL ONE:

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LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE CENTER OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH $86^{\circ}47'04''$ EAST FOR 50.0 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE CONTINUE NORTH $86^{\circ}47'04''$ EAST ALONG THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$, OF THE NORTHEAST $\frac{1}{4}$, OF SAID SECTION 29 FOR A DISTANCE OF 1,082.58 FEET TO A POINT ALONG A LINE PARALLEL TO AND 150 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$, OF THE NORTHEAST $\frac{1}{4}$, OF SAID SECTION 29; THENCE RUN NORTH $03^{\circ}01'03''$ WEST ALONG SAID PARALLEL LINE FOR 629.10 FEET TO A POINT ; THENCE RUN SOUTH $86^{\circ}47'04''$ WEST FOR 820.67 FEET TO A POINT ; THENCE RUN SOUTH $02^{\circ}36'27''$ EAST FOR A DISTANCE OF 34.80 FEET TO A POINT ; THENCE RUN SOUTH $87^{\circ}03'33''$ WEST FOR 158.00 FEET TO A POINT; THENCE RUN SOUTH $02^{\circ}56'27''$ EAST FOR 8.00 FEET; THENCE RUN SOUTH $87^{\circ}03'33''$ WEST FOR 103.0 FEET TO THE EAST RIGHT OF WAY LINE OF LEJEUNE ROAD (NW 42 AVENUE); THENCE RUN SOUTH $02^{\circ}56'27''$ EAST ALONG SAID EAST RIGHT OF WAY FOR 590.79 FEET TO THE POINT OF BEGINNING.

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FEET TO A PK NAIL; THENCE RUN SOUTH 87°03'33" WEST FOR A DISTANCE
OF 103.00 FEET TO A POINT AND BEING BACK AT THE POINT OF BEGINNING.

PARCEL TWO:

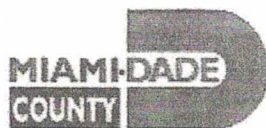
A NON-EXCLUSIVE RECIPROCAL EASEMENT FOR INGRESS AND EGRESS AS SET
FORTH IN THAT CERTAIN DOCUMENT ENTITLED "EASEMENT AGREEMENT" BY AND
BETWEEN AMERICAN FRUIT & PRODUCE CORP., A FLORIDA CORPORATION AND
AMERICAN LAND HOLDINGS OF OPA-LOCKA, LLC, A FLORIDA LIMITED
LIABILITY COMPANY, RECORDED MARCH 1, 2013 AS BOOK 28511 PAGE 4338
OF OFFICIAL RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



BACKFLOW PREVENTION ASSEMBLY TEST REPORT FORM

1	ADDRESS OF DEVICE: 12805 NW Lejune Rd		OWNER OF DEVICE: Redland Construction		
	OWNER CONTACT: Cole		PHONE:	FAX:	
	ADDRESS OF OWNER:		ZIP CODE:		
2	NAME OF TESTER: Guillermo Dominguez		CERTIFICATION #: H02122	EXPIRATION DATE: 03/25	PHONE:
	BUSINESS NAME: 1A Backflow & Services LLC		BUSINESS ADDRESS: 12363 SW 132 Ct, Miami Fl		ZIP CODE: 33186
3	TEST KIT MAKE: Mid- West	MODEL #: 830	SERIAL #: 30533	DATE LAST CAL. 04/22	SITE TUBE: YES / NO
TEST PLEASE MARK: R.P. X D.C. P.V.B.					
4	MAKE OF ASSEMBLY: Wilkins		MODEL NO: 975XL2	SERIAL #: ACK 2844	SIZE: 2"
	LOCATION OF ASSEMBLY: N Center of Building		HAZARD/SERVICE: Domestic		METER NO. 21223118
	INITIAL TEST: ANNUAL TEST: X		DATE OF TEST: 3/22/23		METER READING:
	SHUT OFF VALVE #1: X CLOSED TIGHT: X LEAKED:		SHUT OFF VALVE #2: X CLOSED TIGHT: X LEAKED:		LINE PRESSURE: PRESSURE STABLE: YES - NO
D.C.V.A. R.P.Z.A. P.V.B.					
TEST	CHECK VALVE NO. 1	CHECK VALVE NO. 2	DIFFERENTIAL RELIEF VALVE		AIR INLET
	Closed Tight: X	Closed Tight: X	FAILED TO OPEN:		LEAKED:
	Leaked:	Leaked:	OPENED AT: 3.8 PSI.		HELD AT:
	PRESSURE DIFFERENTIAL ACROSS CHECK	PRESSURE DIFFERENTIAL ACROSS CHECK	OPENED AT: 3.8 PSI.		HELD AT:
IF THE ASSEMBLY FAILS FOR ANY REASON, COMPLETE THIS SECTION AND NOTE REPAIRS					
REMARKS / REASON FOR FAILURE (IF APPARENT):					
REPAIRS	CHECK VAVLE NO. 1	CHECK VAVLE NO. 2	DIFFERENTIAL RELIEF VALVE		P.V.B.
	CLEANED:	CLEANED:	CLEANED:		CLEANED:
	REPLACED:	REPLACED:	REPLACED:		REPLACED:
D.C.V.A. R.P.Z.A. P.V.B.					
RETEST	CHECK VALVE NO. 1	CHECK VALVE NO. 2	DIFFERENTIAL RELIEF VALVE		AIR INLET
	Closed Tight:	Closed Tight:	FAILED TO OPEN:		LEAKED:
	Leaked:	Leaked:	OPENED AT: PSI		HELD AT: PSI
	PRESSURE DIFFERENTIAL ACROSS CHECK	PRESSURE DIFFERENTIAL ACROSS CHECK	OPENED AT: PSI		HELD AT: PSI
I CERTIFY THAT I HAVE TESTED THE ABOVE ASSEMBLY IN ACCORDANCE WITH THE A.W.W.A. CROSS CONNECTION CONTROL MANUAL AND THAT ALL THE INFORMATION IS ACCURATE TO THE BEST OF MY ABILITIES.					
SIGNATURE OF CERTIFIED TESTER:			☒ Device Passed ☐ Device Failed		DATE: 3/22/23

NOTE: TEST FORM MUST BE COMPLETED IN ITS ENTIRETY. INCOMPLETE TEST FORMS WILL BE RETURNED.



BACKFLOW PREVENTION ASSEMBLY TEST REPORT FORM SR#

1	ADDRESS OF DEVICE: 12805 NW 42 Ave		OWNER OF DEVICE: Prologis 2 LP	
	OWNER CONTACT:		PHONE:	FAX:
	ADDRESS OF OWNER: 12805 NW 42 Ave Opa Locka FL 33054		ZIP CODE: 33054	
2	NAME OF TESTER: Angel Orozco	CERTIFICATION #: MTSC # 16975	EXPIRATION DATE: 6/23/2023	PHONE: 754-204-4415
	BUSINESS NAME: Integrity Fire Protection	BUSINESS ADDRESS: 2571 SW 117th Way Miramar FL 33025		
3	TEST KIT MAKE: Mid West	MODEL #: 845-5	SERIAL #: 01210435	DATE LAST CAL: 2/27/23
				SITE TUBE: YES / NO

TEST PLEASE MARK: R.P. D.C. X P.V.B.

4	MAKE OF ASSEMBLY: Watts	MODEL NO: LF757	SERIAL #: XA-0235	SIZE: 10"
	LOCATION OF ASSEMBLY: Center of building on South Side		HAZARD/SERVICE:	METER NO: 14417864
	INITIAL TEST: X	ANNUAL TEST:	DATE OF TEST: 3/24/2023	METER READING: 0000010
	SHUT OFF VALVE #1: X CLOSED TIGHT: X LEAKED:	SHUT OFF VALVE #2: X CLOSED TIGHT: X LEAKED:	LINE PRESSURE: 60	PRESSURE STABLE: YES - NO

D.C.V.A. R.P.Z.A. P.V.B.

TEST	CHECK VALVE NO. 1	CHECK VALVE NO. 2	DIFFERENTIAL RELIEF VALVE		AIR INLET	CHECK VALVE
	Closed Tight: X	Closed Tight: X	FAILED TO OPEN:		FAILED TO OPEN:	LEAKED:
	Leaked:	Leaked:			OPENED AT:	HELD AT:
	PRESSURE DIFFERENTIAL ACROSS CHECK 3.0 PSI	PRESSURE DIFFERENTIAL ACROSS CHECK 2.5 PSI	OPENED AT: PSI		PSI	PSI

IF THE ASSEMBLY FAILS FOR ANY REASON, COMPLETE THIS SECTION AND NOTE REPAIRS

REMARKS / REASON FOR FAILURE (IF APPARENT):

REPAIRS	CHECK VALVE NO. 1	CHECK VALVE NO. 2	DIFFERENTIAL RELIEF VALVE	P.V.B.
	CLEANED:	CLEANED:	CLEANED:	CLEANED:
	REPLACED:	REPLACED:	REPLACED:	REPLACED:

D.C.V.A. R.P.Z.A. P.V.B.

RETEST	CHECK VALVE NO. 1	CHECK VALVE NO. 2	DIFFERENTIAL RELIEF VALVE	AIR INLET	CHECK VALVE
	Closed Tight:	Closed Tight:	FAILED TO OPEN:	FAILED TO OPEN:	LEAKED:
	Leaked:	Leaked:	OPENED AT: PSI	PSI	PSI
	PRESSURE DIFFERENTIAL ACROSS CHECK PSI	PRESSURE DIFFERENTIAL ACROSS CHECK PSI			

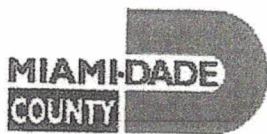
I CERTIFY THAT I HAVE TESTED THE ABOVE ASSEMBLY IN ACCORDANCE WITH THE A.W.W.A. CROSS CONNECTION CONTROL MANUAL AND THAT ALL THE INFORMATION IS ACCURATE TO THE BEST OF MY ABILITIES.

SIGNATURE OF CERTIFIED TESTER:

DATE: 3/24/2023

FOR OFFICE USE ONLY:

DATE:



MIAMI-DADE WATER & SEWER DEPARTMENT
METER OPERATIONS & MAINTENANCE
CROSS-CONNECTION CONTROL UNIT
1001 N.W. 11th STREET, MIAMI, FL 33136-2209
Phone (305) 547-3046 ? Fax (305) 545-9555

BACKFLOW PREVENTION ASSEMBLY TEST REPORT FORM SR#

1	ADDRESS OF DEVICE: 12805 NW 42 Ave		OWNER OF DEVICE: Prologis 2 LP	
	OWNER CONTACT:		PHONE:	FAX:
2	ADDRESS OF OWNER: 12805 NW 42 Ave Opa Locka FL		ZIP CODE: 33054	
	NAME OF TESTER: Angel Orozco		CERTIFICATION #: MTSC# 16975	EXPIRATION DATE: 6/23/2023
3	BUSINESS NAME: Integrity Fire Protection		BUSINESS ADDRESS: 2571 SW 117 th Way FL	PHONE: 754-204-4415
	TEST KIT MAKE: Mid West	MODEL #: 845-5	SERIAL #: 01210435	DATE LAST CAL: 2/27/23

TEST PLEASE MARK: R.P. D.C. X P.V.B.

4	MAKE OF ASSEMBLY: Watts	MODEL NO: LF 007M3 QT	SERIAL #: 07663	SIZE: 3/4" .75
	LOCATION OF ASSEMBLY: Center of Building on South Side		HAZARD/SERVICE:	METER NO: 14417864
	INITIAL TEST: X	ANNUAL TEST:	DATE OF TEST: 3/24/2023	METER READING: 0000010
	SHUT OFF VALVE #1: CLOSED TIGHT: X	SHUT OFF VALVE #2: CLOSED TIGHT: X	LINE PRESSURE: 60	DISCHARGE STABLE: YES - NO

D.C.V.A.

R.P.Z.A.

P.V.B.

TEST	CHECK VALVE NO. 1	CHECK VALVE NO. 2	DIFFERENTIAL RELIEF VALVE		AIR INLET	CHECK VALVE
	Closed Tight: X	Closed Tight: X	FAILED TO OPEN:		FAILED TO OPEN:	LEAKED:
	Leaked: 2.4	Leaked: 2.1	OPENED AT: _____ PSI		OPENED AT: _____ PSI	HELD AT: _____ PSI
	PRESSURE DIFFERENTIAL ACROSS CHECK	PRESSURE DIFFERENTIAL ACROSS CHECK				

IF THE ASSEMBLY FAILS FOR ANY REASON, COMPLETE THIS SECTION AND NOTE REPAIRS

REMARKS / REASON FOR FAILURE (IF APPARENT):

CHECK VALVE NO. 1

CHECK VALVE NO. 2

DIFFERENTIAL RELIEF VALVE

P.V.B.

REPAIRS	CLEANED:	CLEANED:	CLEANED:	CLEANED:
	REPLACED:	REPLACED:	REPLACED:	REPLACED:

D.C.V.A.

R.P.Z.A.

P.V.B.

RETEST	CHECK VALVE NO. 1	CHECK VALVE NO. 2	DIFFERENTIAL RELIEF VALVE	AIR INLET	CHECK VALVE
	Closed Tight:	Closed Tight:	FAILED TO OPEN:	FAILED TO OPEN:	LEAKED:
	Leaked:	Leaked:	OPENED AT: _____ PSI	OPENED AT: _____ PSI	HELD AT: _____ PSI
	PRESSURE DIFFERENTIAL ACROSS CHECK	PRESSURE DIFFERENTIAL ACROSS CHECK			

I CERTIFY THAT I HAVE TESTED THE ABOVE ASSEMBLY IN ACCORDANCE WITH THE A.W.W.A. CROSS CONNECTION CONTROL MANUAL AND THAT ALL THE INFORMATION IS ACCURATE TO THE BEST OF MY ABILITIES.

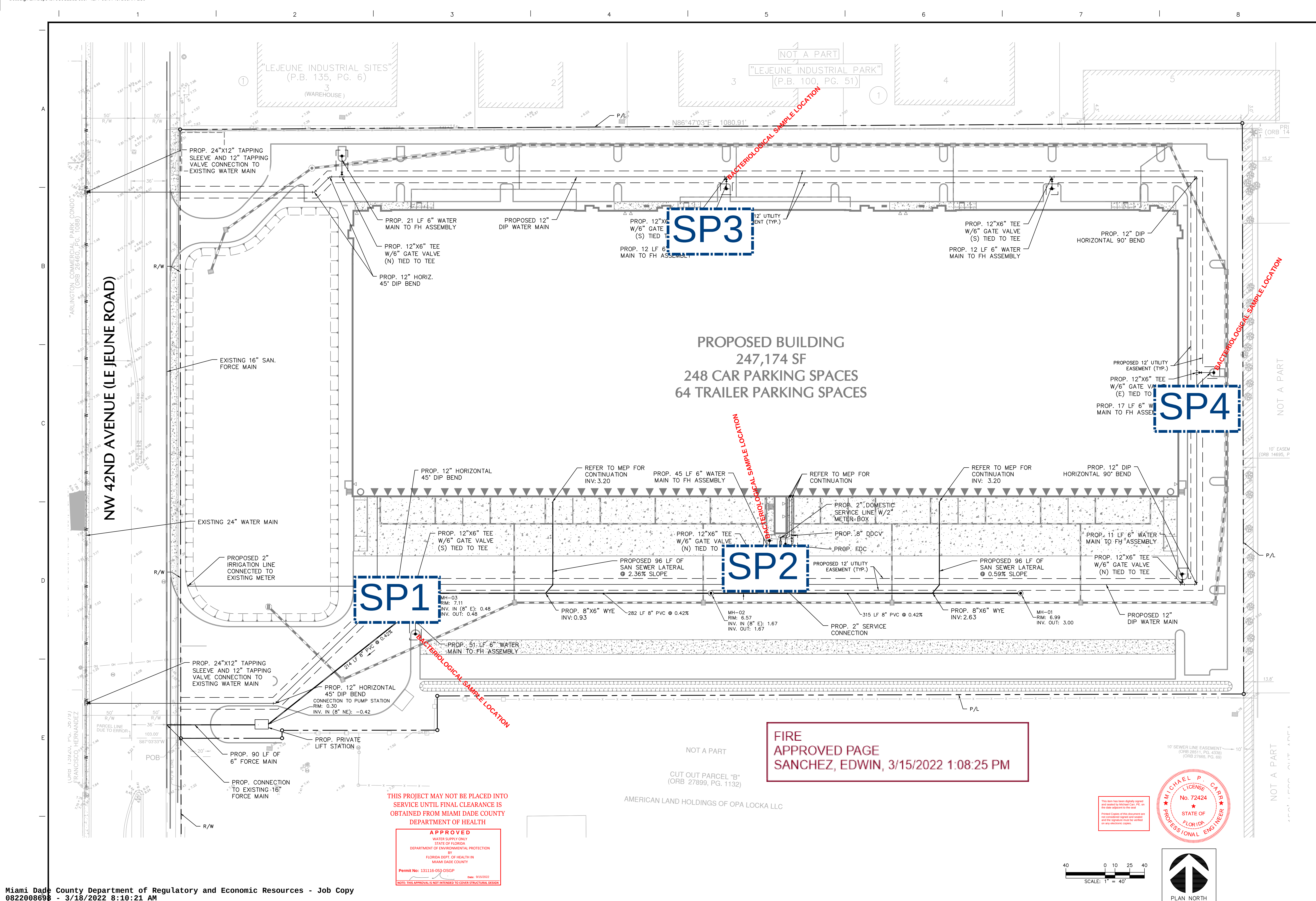
SIGNATURE OF CERTIFIED TESTER:

DATE:

3/24/2023

FOR OFFICE USE ONLY:

DATE:



RLC Architects
14 SE 1st Street, Suite 200, Fort Lauderdale, FL 33302
Tel: 954.393.8555 Fax: 954.393.0007
Web: www.rlcarchitects.com

LANGAN
Langan Engineering and Environmental Services, Inc.
110 East Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301
Tel: 954.322.2100 Fax: 954.322.2101 www.langan.com

Signature: MICHAEL CARR
Professional Engineer, FL Lic. No. 72424

DATE SIGNED: _____

CRATIGNY INDUSTRIAL PARK
12805 NW LE JEUNE ROAD
OPA-LOCKA, FLORIDA 33054
PROLOGIS

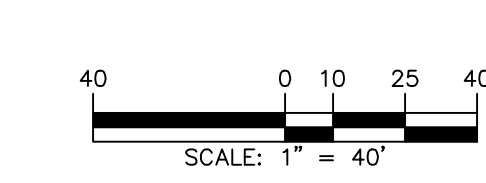
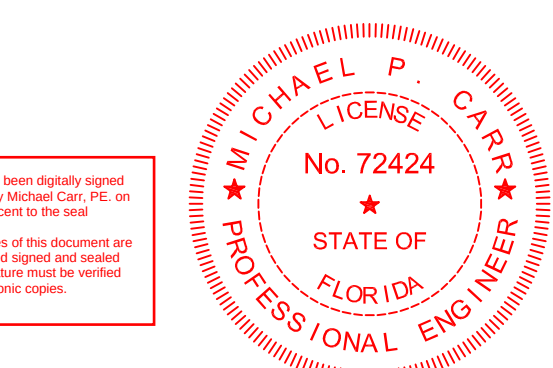
REVISIONS

Drawing Title: **UTILITY PLAN**

Scale: _____
Project No.: 330066901
Date: 06/28/2021

Principal: _____
Project Director: _____
Project Manager: _____
Drafted by: _____
Checked by: _____

Drawing No.: **C-500**



DRINKING WATER MICROBIAL SAMPLE COLLECTION & LABORATORY REPORTING FORMAT

(62-550.730 Reporting Format Effective 01/1995, Revised 02/2010)

JUPITER ENVIRONMENTAL LABORATORIES, INC.

150 S. Old Dixie Highway Jupiter, FL 33458

561-575-0030

Lab Certification #: E86546

2386381

Report Number: 2384789

Sub-Contract Lab ID:

Analysis Requested: (check all that apply)

☒ Total Coliform/E. coli ☐ Total Coliform/Fecal ☐ Enterococci ☐ Coliphage ☐ HPC ☐ Other:

Public Water System (PWS) Name: MDWASD

PWS I.D. 4130871

PWS Address: 3501 NW 46th Street

City: Miami

PWS or PWS Owner's Phone #: (786) 552-4364

Fax #:

Collector: Everglades Laboratories Inc. (Roberto Gluck)

Collector's Phone #: 561 833 4200

Type of Supply: (check only one)

☒ Community Water System ☐ Non-Transient Non-community Water System ☐ Transient Non-community Water System

☐ Limited Use System ☐ Bottled Water ☐ Private Well ☐ Swimming Pool ☐ Other:

Reason for Sampling: (check all that apply)

☐ Distribution Routine ☐ Distribution Repeat ☐ Raw (triggered or assessment) ☐ Raw (triggered or assessment) additional ☐ Well Survey

☒ Clearance ☐ Replacement (also check type of sample being replaced) ☐ Boil Water Notice ☐ Other:

Sample Collection Date: 6/14/2023

To be completed by collector of sample						To be completed by lab				
Sample #	Sample Point (Location or Specific Address)	Sample Collection Time	Sample Type ¹	Disinfectant Residual (mg/L)	pH	Analysis Method(s) ² : SM 9223B				
						Non-Coliform	Total Coliform	Fecal, E. coli, Enterococci, or Coliphage ³	Data Qualifier ⁴	Lab Sample #
195755	SP 1 Gragny Industrial Park 12805 N Le Jeune Rd Opa-Locka, FL 33054	1135	S	2.0		A	A	A		381.1
195756	SP 2 Gragny Industrial Park 12805 N Le Jeune Rd Opa-Locka, FL 33054	1139	S	2.0		A	A	A		381.2
195757	SP 3 Gragny Industrial Park 12805 N Le Jeune Rd Opa-Locka, FL 33054	1156	S	2.0		A	A	A		381.3
195758	SP 4 Gragny Industrial Park 12805 N Le Jeune Rd Opa-Locka, FL 33054	1144	S	1.0		A	A	A		381.4

Average of disinfectant residuals for distribution routine & repeat samples.⁵ Free chlorine or Total chlorine (circle one)

1.75

A = Bacteria Absent, P = Bacteria Present

Disinfectant Residual Analysis Method:

☒ DPD Colorimetric ☐ Other:

Person performing disinfectant analysis is (see instructions on reverse):

☐ A certified operator (#)

☐ Supervised by certified operator (#)

☒ Employed by a certified lab ☐ Employed by DEP or DOH

☐ Authorized representative of supplier of water

Unless otherwise noted, all tests are performed in accordance with NELAC standards, and the results relate only to the samples.

Date and time PWS notified by lab of positive results:

Date and time DEP/DOH notified by lab of positive results:

Date Report Issued: 6/16/23

Lab Signature: *[Signature]*

Title: Project Manager

The Redland Company
48 NE 15th Street
Homestead, FL 33030

EVERGLADES

DEP/DOH USE ONLY

☐ Satisfactory
☐ Incomplete Collection Information
☐ Repeat Samples Required
☐ Replacement Samples Required

Date Reviewed by DEP/DOH:

DEP/DOH Reviewing Official:

¹ For Sample Types see Instructions Item 1.6.

² For Analysis Methods see Instructions Item 1.6.

³ Please circle appropriate selection.

⁴ Defined in Florida Administrative Code Rule 62-160, Table 1.

⁵ Complete for community & non-transient non-community systems serving populations up to and including 4,900. Do not include raw or plant samples in the average.

DRINKING WATER MICROBIAL SAMPLE COLLECTION & LABORATORY REPORTING FORMAT

(62-550.730 Reporting Format Effective 01/1995, Revised 02/2010)

JUPITER ENVIRONMENTAL LABORATORIES, INC.

150 S. Old Dixie Highway Jupiter, FL 33458

561-575-0030

Lab Certification #: E86546

2386401

Report Number: 2384789

Sub-Contract Lab ID:

Lab Receipt Date & Time: 6/15/23 16:13

Analysis Date & Time: 6/15/23 17:04

Sample Acceptance Criteria:

Sample Preservation: ☐ On Ice ☐ Not On Ice ☐ 4.0°C

Disinfectant Check: ☐ Not Detected ☐ mg/L

This sample does not meet the following NELAC requirements:

Analysis Requested: (check all that apply)

☒ Total Coliform/E. coli ☐ Total Coliform/Fecal ☐ Enterococci ☐ Coliphage ☐ HPC ☐ Other:

Public Water System (PWS) Name: MDWASD

PWS I.D. 4130871

PWS Address: 3501 NW 46th Street

City: Miami

PWS or PWS Owner's Phone #: (786) 552-4364

Fax #:

Collector: Everglades Laboratories Inc.(Roberto Gluck)

Collector's Phone #: 561 833 4200

Type of Supply: (check only one)

☒ Community Water System ☐ Non-Transient Non-community Water System ☐ Transient Non-community Water System

☐ Limited Use System ☐ Bottled Water ☐ Private Well ☐ Swimming Pool ☐ Other:

Reason for Sampling: (check all that apply)

☐ Distribution Routine ☐ Distribution Repeat ☐ Raw (triggered or assessment) ☐ Raw (triggered or assessment) additional ☐ Well Survey

☒ Clearance ☐ Replacement (also check type of sample being replaced) ☐ Boil Water Notice ☐ Other:

Sample Collection Date: 6/15/2023

To be completed by collector of sample						To be completed by lab				
Sample #	Sample Point (Location or Specific Address)	Sample Collection Time	Sample Type ¹	Disinfectant Residual (mg/L)	pH	Analysis Method(s) ² : SM 9223B				
						Non-Coliform	Total Coliform	Fecal, E. coli, Enterococci, or Coliphage ³	Data Qualifier ⁴	Lab Sample #
195780	SP 1 Gragny Industrial Park 12805 N Le Jeune Rd Opa-Locka, FL 33054	1047	S	2.0			A	A		401.1
195781	SP 2 Gragny Industrial Park 12805 N Le Jeune Rd Opa-Locka, FL 33054	1052	S	1.4			A	A		401.2
195782	SP 3 Gragny Industrial Park 12805 N Le Jeune Rd Opa-Locka, FL 33054	1059	S	2.0			A	A		401.3
195783	SP 4 Gragny Industrial Park 12805 N Le Jeune Rd Opa-Locka, FL 33054	1056	S	1.2			A	A		401.4

Average of disinfectant residuals for distribution routine & repeat samples.⁵ Free chlorine of Total Chlorine (circle one)

1.65

Disinfectant Residual Analysis Method:

☒ DPD Colorimetric ☐ Other:

Person performing disinfectant analysis is (see instructions on reverse):

☐ A certified operator (#)

☐ Supervised by certified operator (#)

☒ Employed by a certified lab ☐ Employed by DEP or DOH

☐ Authorized representative of supplier of water

A = Bacteria Absent, P = Bacteria Present

Unless otherwise noted, all tests are performed in accordance with NELAC standards, and the results relate only to the samples.

Date and time PWS notified by lab of positive results:

Date and time DEP/DOH notified by lab of positive results:

Date Report Issued: 6/19/23

Lab Signature: [Signature]

Title: Project Manager

The Redland Company
48 NE 15th Street
Homestead, FL 33030

DEP/DOH USE ONLY

☐ Satisfactory
☐ Incomplete Collection Information
☐ Repeat Samples Required
☐ Replacement Samples Required

Date Reviewed by DEP/DOH:

DEP/DOH Reviewing Official:

¹ For Sample Types see Instructions item 1.16.
² For Analysis Methods see Instructions item II.6.

³ Please circle appropriate selection.

⁴ Defined in Florida Administrative Code Rule 62-160, Table 1.

⁵ Complete for community & non-transient non-community systems serving populations up to and including 4,900. Do not include raw or plant samples in the average.

E & A WILSON PAINTING SERVICE, LLC.
SANITARY LIFT STATION AND MANHOLE COATING SPECIALISTS SINCE 1995.
10758 NW 53RD STREET
SUNRISE, FL.
33351

--

Date: 05/05/2023

To: The Redland Company

CC:

RE: Paint Certification

Gratigny Industrial Park – OPA-LOCKA

**We at E & A Wilson Painting Service applied - Sherwin Williams – Targuard to the interior of
Three Sanitary Sewer Manholes – MH-01, MH-02, and MH-03, As per Manufactures and
MDWASD Standards.**

This letter is to Certify the Coating Applied and Warranty for (One Year). As Per Standards.

Sincerely,

Arthur Wilson

E & A Wilson Painting Services, LP.
10758 NW 53rd Street
Sunrise, Florida. 33351
Cell: 954-325-9634

EXFILTRATION TEST - SUMMARY CERTIFICATION

PART 1: GENERAL INFORMATION

Sewer Extension No.	2022	- SEW-EXT -	096
Project Name:	RLC Prologis Gragny 15		
Any portion of the Project is located WITHIN a Public Wellfield (Yes / No):			No
The project being certified is RESIDENTIAL or OTHER (Res. / Other):			OTHER
Test Date:	3/20/2023	Witnessed By:	Dionisio Jimenez
Utility / Company Name:	Langan Engineering and Environmental Services		

PART 2: FORMULA FOR TOTAL ALLOWABLE LEAKAGE (TAL) (Gal.)

	$TAL = MA \times PD \times \left(\frac{PL}{5280} \right) \times \left(\frac{LT}{24} \right)$	
PL = Pipe Length (ft.)	LT = Length of Test (hrs.)	

PART 3: FORMULA FOR TOTAL LEAKAGE TEST RESULTS (TLTR) (gal.)

	$TLTR = WD \times 3.14 \times \left(\frac{MHD}{2} \right)^2 \times 7.48$	
WD = Water Drop in MH (ft.)	MHD = Manhole Diameter (ft.)	

PART 4: Test RESULTS

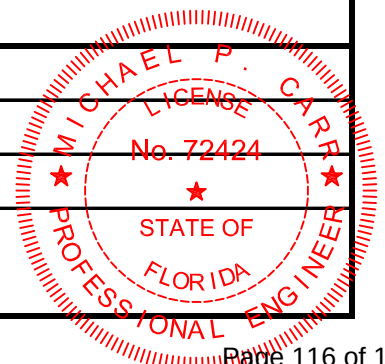
Pipe Description:	811 LF of 8" Gravity Sewer		
MA =	100	Pipe Diameter (PD)(in.):	8.0
Pipe Length (PL)(ft.):	811.0	Length of Test (LT)(hrs.):	2
Water Drop (WD) (ft.)	0.100	Manhole Diameters (MHD)(ft.):	4.0
TAL (gal.):	10.24	TAL > TLTR (P):	(P) Pass
TLTR (gal.):	9.39	TAL < TLTR (F):	

ENGINEER OF RECORD CERTIFICATION

This certification is based upon on-site observation by me or by a project representative under my direct supervision, and the review of the specific test results/records for this project.

Engineer's Name (Print): Michael Carr			
Florida Registration No.: 72424		Signed:	
Address: 110 E Broward Boulevard #1500			
City: Fort Lauderdale	Date:		
State: FL	ZIP: 33301		

This item has been digitally signed and sealed by Michael Carr, PE, on the date 3/20/2023. The seal is affixed to the original document. Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



June 27, 2023

Owen Carney
City of Opa-Locka
Public Works & Utilities Department
12950 Le Jeune Road
Opa-Locka, Florida 33054

**Re: Gratigny 15
Certification of Completion of Water and Sewer Systems
Langan Project No.: 330066901**

Dear Mr. Carney,

We are seeking final certification of completion for the water and sewer systems for Gratigny 15. Based on our field observations and as-built review associated with the above mentioned project, the water system was installed in substantial conformance with Country Ordinances and Regulations and are located within the proper easements. Langan observed the installation of the water and sewer mains throughout the construction of the system, and was present for the flushing and pressure test of the entire systems.

If you have any questions please do not hesitate to contact us at 954-320-2100.

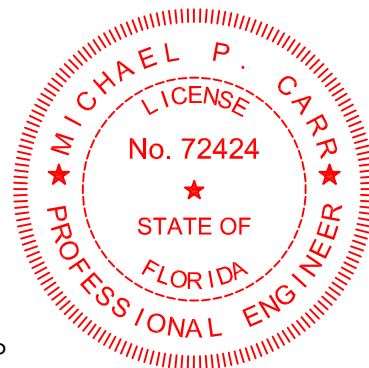
Sincerely,
Langan Engineering and Environmental Services, Inc.



Christian Valdivia
Staff Engineer

This item has been digitally signed
and sealed by Michael Carr, P.E. on
the date adjacent to the seal

Printed Copies of this document are
not considered signed and sealed
and the signature must be verified
on any electronic copies.



Michael Carr, P.E., LEED AP
Senior Project Manager
FL Professional Engineer Registration No. 72424

FBPE Registry No. 6601

\\langan.com\data\FTL\data1\330059101\Project Data\Correspondence\2022-07-13 Final Certification for Water.docx.docx

July 11, 2023

Owen Carney
City of Opa-Locka
Public Works & Utilities Department
12950 Le Jeune Road
Opa-Locka, Florida 33054

**Re: Gratigny 15
Certification of Water and Sewer Easements
Langan Project No.: 330066901**

Dear Mr. Carney,

We are seeking final certification of completion for the water and sewer systems for Gratigny 15. Based on the recorded easement review associated with the above mentioned project, the water and sewer easements were recorded in accordance with the approved plans.

If you have any questions, please do not hesitate to contact us at 954-320-2100.

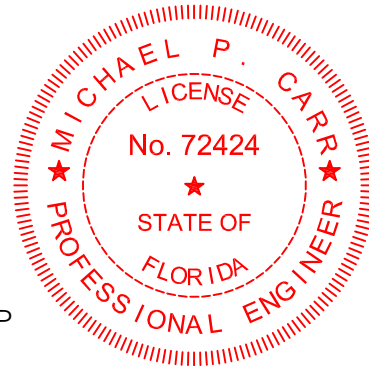
Sincerely,
Langan Engineering and Environmental Services, Inc.



Christian Valdivia
Staff Engineer

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and sealed by Michael Carr, P.E. on
the date adjacent to the seal

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Michael Carr, P.E., LEED AP
Associate
FL Professional Engineer Registration No. 72424

FBPE Registry No. 6601

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June 27, 2023

Owen Carney
City of Opa-Locka
Public Works & Utilities Department
12950 Le Jeune Road
Opa-Locka, Florida 33054

**Re: Gratigny 15
Final Payment Confirmation
Langan Project No.: 330066901**

Dear Mr. Carney,

Langan confirms final 'payment for the services provided for the water and sewer scope of the project.

If you have any questions please do not hesitate to contact us at 954-320-2100.

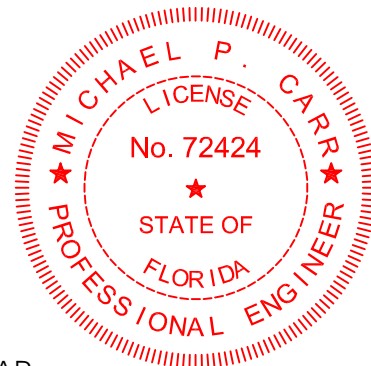
Sincerely,
Langan Engineering and Environmental Services, Inc.



Christian Valdivia
Staff Engineer

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and sealed by Michael Carr, P.E. on
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Michael Carr, P.E., LEED AP
Senior Project Manager
FL Professional Engineer Registration No. 72424

FBPE Registry No. 6601

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FINAL WAIVER AND RELEASE OF LIEN - CONTRACTOR

State of Florida
County of Miami-Dade

Charles H. Munz

, having been duly sworn, deposes, and says as follows, To wit:

1. I am President, President of **THE REDLAND COMPANY, INC, A Florida Corporation** (hereinafter called "the Contractor"), with the right to execute this final waiver and release of lien.

2. For the consideration of amount of ten dollars (\$10.00), the Contractor has agreed to hereby waive, release, and quit claim all liens, lien rights, claims, or demands of every kind whatsoever which the Contractor now has or may hereinafter have against or because of the construction of certain donated improvements, situated in Miami Dade County, Florida, described as:

All water and sewer facilities built, constructed, and installed to serve **Gratigny Industrial Park DERM approved Plans SE22-096, & City of Opa-Locka**, Florida, as shown on **Exhibit "A"** attached hereto and made a part hereof as more particularly described on **Exhibit "B"** attached hereto and made a part hereof.

3. It being the understanding of the Contractor that this is a waiver and release of lien which the Contractor has against the facilities described herein. Contractor acknowledges that it has been paid in full for all work related to the water and sewer facilities described above.

4. Payments in full have heretofore been paid by the Contractor to all persons, firms and corporations supplying labor, materials, equipment, and supplies, used directly or indirectly by the Contractor, or any subcontractor in the prosecution of the work provided on water and sewer facilities described herein.

5. There are no claims, demands or liens of any kind attributable to any action taken by the Contractor in connection with the work described above which would cause, create, or constitute a charge or lien against said Miami-Dade County or the Members of the Board of County Commissioners.

6. The undersigned warrants that no assignment of liens or claims, nor the right to perfect a lien, such as the Notice to Owner provision under Section 713.06 (2)(a) of the Florida Statutes, against improvements described or listed herein, has been or will be made, and that no claims are outstanding by subcontractors and/or vendors to the Contractor.

7. The Contractor hereby agrees to indemnify and hold harmless Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Miami-Dade County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of work by the Contractor or its employees, agents, servants, partners, principals, contractors or subcontractors. Contractor hereby agrees to pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Miami-Dade County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

8. Contractor hereby waives and releases all claims of any sort as it may have against Miami-Dade County, at law or equity, arising out of the construction of the above water and sewer improvements.

WITNESSETH:

THE REDLAND COMPANY, INC, A Florida Corporation

Signature

By:

Signature of President

Print name

Signature

Print name

Print name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 1st day of May, 2023 by Charles H. Munz as President, of **THE REDLAND COMPANY, INC, A Florida Corporation**. He/She is personally known to me or have produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC

Print name



Tina Marie Vosburgh
My Commission # HH27197
Expires August 3, 2024
Bonded Through
Western Surety Company

SERIAL NUMBER

PRESSURE TEST REPORT

Project No.	330066901	Client: Link Construction	Date:	January 15, 2023
Project	Gratigny Industrial Warehouse		Weather:	90°F Sunny
Location	12805 NW Le Jeune Rd		Time:	8:00 AM – 10:00 AM

Contractor & Equipment: Link Construction	Present At Site: Langan: Christian Valdivia (Staff Engineer) Link: Manny Alvarez
--	--

Observations, Discussions, Test Results, Etc.

- Langan was onsite to observe the pressure test performed on the section of the 2" DIP force main highlighted in the attached figure.

Length of test Section: 70 LF 2" DIP Private Force Main / 15 LF of 6" Public DIP Force Main

Test Pressure: 155 PSI

Formula Calculations: $L = S \times D \times \sqrt{P} / 148000 = \text{gph}$

$$L = \frac{70' \times 2" \times \sqrt{155}}{148,000} = 0.012 \text{ gph} \quad L = \frac{15' \times 2" \times \sqrt{155}}{148,000} = 0.008 \text{ gph}$$

Allowable Leakage: 0.012 gph

Allowable Leakage: 0.008 gph

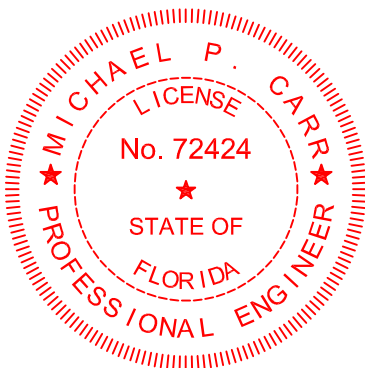
Time Tested	Gauge Reading
8:00 AM	155psi
8:30 AM	155psi
9:00 AM	155psi
9:30 AM	155psi
10:00 AM	155psi

Pressure Drop: 0 psi

cc: Michael Carr	By:	Langan Engineering and Environmental Services
		Christian Valdivia



Pressure Gauge Reading 155 psi



Langan Engineering and Environmental Services, Inc.

This item has been digitally signed
and sealed by Michael Carr, P.E. on
the date adjacent to the seal

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on any electronic copies.

05/16/2023

Michael Carr, P.E., LEED AP
Associate

Christian Valdivia
Staff Engineer



Outstanding Categories and Completion Holds

Page: 1

Permit Number: 2022058392
Inspection Type: FIRE HYDRANTS
Disposition: APPROVED

Inspection comments
2022058392**M2022005970** GRATIGNY 15 12805 LE JEUNE RD FIRE SPRINKLER 200
HYDRANTS FLOWED OKAY FOR SCOPE PERMIT PLANS LT CARBONELL 04\17\2023

INQUIRY SUCCESSFUL...NO ADDITIONAL COMMENTS TO DISPLAY

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Outstanding Categories and Completion Holds

Page: 1

Permit Number: 2023019971
Inspection Type: FIRE FLUSH
Disposition: APPROVED PARTIAL

Inspection comments
LATE ENTRY FOR INSPECTION ON 2/24/23 2023019971 12805 NW 42 AVE FIRE FL
USH PARTIAL APPROVAL 1. FIRE FLUSH WITNESSED AND OK FOR MAIN FIRE LINE THAT
ENTERS PUMP ROOM PENDING 2. FLUSH OF FDC LT. CRUZ

INQUIRY SUCCESSFUL...NO ADDITIONAL COMMENTS TO DISPLAY

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Outstanding Categories and Completion Holds

Page: 1

Permit Number: 2023019971
Inspection Type: FIRE - INSPECTION COMMENT
Disposition: FIRE- COMMENTS ONLY

Inspection comments
PERMIT #2023019971 12805 NW 42 AVE GRATIGNY 15 WAREHOUSE PROCESS #M20230059
59 **** COMMENTS ONLY PAY ALL OUTSTANDING FEES **** **** UNDERGROUND FIRE
FLUSH APPROVED **** 1. UNDERGROUND FLUSH FROM BUILDING TO FDC DONE OK AND C
APPING WITNESSED. LT. GINORIS 03-17-23

INQUIRY SUCCESSFUL...NO ADDITIONAL COMMENTS TO DISPLAY

[BLDG Home Page](#) | [BLDG Main Menu](#) | [BLDG Permit Menu](#) | [BLDG Plans Processing Menu](#) | [Inspection Types](#) | [Address Format](#)[Home](#) | [About](#) | [Phone Directory](#) | [Privacy](#) | [Disclaimer](#)E-mail your comments, questions and suggestions to [Webmaster](#)

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**ATLANTIC
ENVIRONMENTAL
SYSTEMS, INC**

SERVICE AGREEMENT

SA# 784

This is an agreement to service and maintain the wastewater pump station(s) located at:
Gratigny Industrial Park 15, 12805 NW Le Jeune Rd, Opa-Locka, FL 33054

This Agreement is between Atlantic Environmental Systems, Inc., herein referred to as AES, and the permittee of the wastewater pump station(s), Prologis, herein referred to as Owner.

AES agrees to inspect and maintain the above referenced wastewater pump station(s) for a period of one year from the acceptance date of this Service Agreement. The inspection and maintenance of the pump station(s) will include the following bulleted services and checked program level:

SERVICES INCLUDED WITH EACH PROGRAM LEVEL

- Test all electrical systems of pump station for proper operation
- Test pumps for proper operation
- Provide 24 hour, 365-day service call availability
- Respond within 24 hours to any emergency service call received from the permittee-property owner or representative for overflows in the sewer system from the date/time the overflow condition is identified
- Provide routine service report of pump station status and runtimes
- Maintain and service odor control devices (when station is so equipped)
- Notify owner of required replacement parts and service for continued compliance for permitting
- Provide and maintain a Remote Telemetry Unit (RTU) and cellular phone connection system
- Provide monthly pump runtime readings to the Department of Environmental Resources Management (DERM) by the 14th of every month to stay in compliance with county permitting requirements
- Adhere to Exhibit A (DERM Minimum Preventive Maintenance Schedule)
- In the event that a sanitary sewer pump out service is required, the sanitary sewage shall be recovered by an RER-DERM permitted liquid waste hauler and disposed of at a RER-DERM permitted facility. Copies of the liquid waste hauler manifest and DERM liquid waste hauler permit shall be available upon request (See Added Services section below)

☒ **LEVEL ONE-RTU: (Quarterly Inspection)***

- 1) All of the included services with **quarterly** inspections
- 2) Provide a quarterly service report of pump station status and runtimes

☐ **LEVEL TWO-RTU: (Monthly Inspection)***

- 1) All of the included services with **monthly** inspections
- 2) Provide a monthly service report of pump station status and runtimes

☐ **ADDED SERVICES:**

- 1) Blerman LLC d/b/a Raider Rooter - Permit No: LW-000947
- 2) _____
- 3) _____

***NOTE: Service Levels One and Two:**

These Service Agreement levels **DO NOT ALLOW** for the replacement of worn parts, the unclogging of pumps or pumping out wet well debris, repairs to equipment due to weather events, or the by-pass pumping of the station during power outages. AES is not responsible for power outages, acts of nature, collection system problems, force main pipe problems, pump failures, vandalism, or negligence on behalf of the owner/management company for not reporting and/or authorizing recommended repairs to the lift station. Service calls and after hours emergency calls outside monthly and quarterly preventative maintenance will be charged at an hourly rate with a two hour minimum. Hourly rate varies based on normal operating hours, weekend/after hours, and holiday hours. If additional equipment is required, a quote will be provided to the Owner for approval.



**ATLANTIC
ENVIRONMENTAL
SYSTEMS, INC**

SERVICE AGREEMENT

SA# 784

EVENING AND WEEKEND EMERGENCY SERVICE AUTHORIZATION:

When we receive a site call for emergency service, that person is not always the one who is authorized to request this service. Giving us pre-authorization will expedite our response time greatly in an emergency. Remember that if authorization must be obtained for each emergency, this will lengthen our response time. Standard authorization procedures will not change during regular business hours.

Please check your desired option below.

- ☐ Pre-Authorization With Signature Below
- ☒ Authorization Must Be Obtained Verbally
With Phone Number Below

EMERGENCY CONTACT: Ricardo Rodriguez
Roxana Valle

HURRICANE EMERGENCY SERVICE AUTHORIZATION:

Past experience with hurricanes has taught us that we cannot rely on phone or cell service after such a disaster. We found ourselves in a position where our customers could not contact us to request service for their pump stations. This is why we started our HURRICANE PREPAREDNESS PROGRAM. With this pre-authorization you are instructing us to keep your pump station in service during power outages from any storms we may experience during the year. This will solve the communication problem associated with power and phone loss. You will be added to our list of automatic customers to keep their pump stations in service during these power outages. Specifically, we travel to these sites with generators to hook up to and pump down the stations as needed until power is restored.

Please check your desired option below.

- ☒ Pre-Authorization With Signature Below
- ☐ I Do Not Wish To Be Enrolled At This Time

EMERGENCY PHONE(S): (786)831-1669
(786)812-1198
(24/7-Evening/Weekend Number(s) Required)

Owner agrees to pay AES in the amount of **\$ 2,500** yearly (the first year of service, beginning on the day of start-up and ending one year from start-up, was included with the pump station), payable in advance in one payment, at AES's offices in Lake Worth, Florida, for the above service. It is agreed that this Service Agreement will be for a period of one (1) year, and will automatically renew for periods of one year thereafter, unless written notice of cancellation is given to AES by the Owner, or by AES to Owner. **UPON CANCELLATION BY EITHER PARTY, ANY PAID FEES WILL BE PRORATED AND A REFUND WILL BE SENT TO OWNER FOR ANY UNUSED PORTION OF THE PAID PERIOD.**

Upon cancellation and/or termination of this Agreement, by either AES or the Owner, a notice will be sent to inform the appropriate regulatory authority of the Service Agreement cancellation and/or AES's terminated responsibility of the Owner's wastewater pump station(s).

If pump station service included an AES owned Remote Telemetry Unit, (RTU), owner agrees to surrender the RTU to AES upon request and termination of Agreement.

This Agreement is proposed by AES in accordance with the above stated terms. Service Agreement term would start **June 9, 2023** and end **June 8, 2024**. Service agreement will renew in 1 year periods thereafter unless cancelled by either party at any time without penalty.

OWNER AGREEMENT ACCEPTANCE

Authorized Signature:

Printed Name & Title:

Date of Acceptance:

DocuSigned by:

Danny Rivero
6F84A436FFE74CA...

Danny Rivero

Director, Development

6/16/2023

ATLANTIC ENVIRONMENTAL SYSTEMS, INC.

2244 4th Avenue North
Lake Worth, FL 33461
P 561-547-8080
F 561-547-3999
Katie@eMOPS.com

Authorized Signature:

Date of Acceptance:

Katie Epstein
Katie Epstein, Program Coordinator

6/19/23





SERVICE AGREEMENT

SA# 784

EXHIBIT A

Minimum Preventive Maintenance Schedule

Equipment	Service/Maintenance Activity	Frequency
Pump motor	Lubricate bearings	s/a
	Check running amperes	a or a/n
	Measure insulation resistance	b/a
Drive belt	Check	m or min. quarterly
Drive Belt	Replace	a or a/n
Pumps	Check bearings	quarterly or a/n
	Lubricate bearings	a or a/n
	Check packing	quarterly or a/n
	Replace packing	quarterly or a/n
	Check outflow pressure	quarterly or a/n
Gate Valve	Lubricate	a
Check Valve	Exercise	a
	Check	quarterly
Control Panel	Check for tripped breakers & test alarm	quarterly or a/n
	Check for corrosion	quarterly
	Tighten connections	m or min. quarterly
Bubbler system	Replace pump diaphragm or cylinder	a
	Replace flexible air tubing	b/a
Floats	Clean	a/n
Locks	Lubricate	s/a & a/n
Hatch cover	Check	m or min. quarterly
Electrical	Check indicator and alarm lamps	m or min. quarterly
RPZ Check Valve	Test for proper operation	m or min. quarterly
Pump Station Surrounding area	Check, clean and maintain as required	m or min. quarterly
RTU	As per RTU manufacturer requirements	as per mfr. Specs.
	In working condition-wireless connection	m
PSO Emergency Contact Sign	Replace damaged sign or replace phone number	quarterly or a/n

Schedule Key

a	annually
a/n	as needed or minimum quarterly
b/a	biannually
m	monthly
s/a	semi-annually

Note: Some equipment components may require a service/maintenance frequency according to the inspection frequency specified by the contractor, e.g., monthly, or minimum quarterly inspections.



ATLANTIC
ENVIRONMENTAL
SYSTEMS, INC

SERVICE AGREEMENT

SA# 784

D.E.R.M. Reporting Consent and Authorization

REFERENCE: Station Name: Gratigny Industrial Park 15
Station Address: 12805 NW Le Jeune Rd.
Opa-Locka, FL 33054
PSO #: _____

To Whom it May Concern:

Please allow this letter to act as my consent in authorizing Atlantic Environmental Systems, Inc. (AES) to report monthly sewage pump runtime readings to the Department of Environmental Resources Management (DERM) on my behalf.

Permittee Signature: 
E131206F17C044B...
Printed Name: Paris Del Rio
Date: June 9, 2023
Permittee Phone: (305)599-6209
Permittee Email: pdelrio@prologis.com

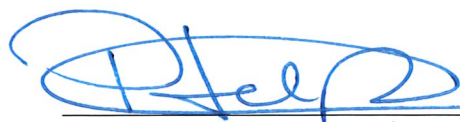
OWNER'S AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Paris Del Rio
("Affiant"), who, being by me first duly sworn, on oath, deposes and says:

1. Affiant is the ☐ owner or ☒ duly authorized agent representing the property located at 12805 LeJeune Road, Opa Locka situated in the County of Miami-Dade County and State of Florida, as more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Property"). Affiant does not know of any facts by reason of which the title to or possession of the Property might be disputed or questioned, or by reason of which claim to the Property might be asserted adversely, including, but not limited to, tenancies or leases of the Property or parties in possession thereof.

2. Affiant says that to Affiant's own personal knowledge, all labor and materials furnished and used in connection with improvements made upon that portion of the Property over which the Affiant has conveyed or will convey an easement for utility improvements (the "Easement Premises") to the City of Opa-locka, a Florida municipal corporation (the "City") have been paid for in full to date, and that there are no unpaid bills for labor performed or materials furnished in connection with such improvements upon the Easement Premises, and that Affiant does not know of any person, firm or corporation who has or claims to have any lien against the Easement Premises for labor performed or materials furnished in connection with improvements within the past 90 days, or at any time; and that Affiant has not and will not execute any instruments that would adversely affect title or interest in the water and sewer utility improvements transferred or to be transferred to the City, or title or interest in the easement interest granted or to be granted to the City over the Easement Premises.

3. Affiant understands that this Affidavit will be relied upon by the City in taking title to the utility facilities conveyed pursuant to the Bill of Sale.


Signature
Paris Del Rio / VP
Print Name/Title

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 14th day of May, 2021, by PARIS DEL RIO, as VP, for Praxis 24, who is () personally known to me or ☒ proven by producing the following identification N/A.

NOTARY SEAL/STAMP



NATALIE GONZALEZ
Commission # HH 055405
Expires October 21, 2024
Bonded Thru Budget Notary Services


Notary Signature
Natalie Gonzalez
Print Name of Notary

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

PARCEL ONE:

THE SOUTH 1,210 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OFF SECTION 29, TOWNSHIP 52 SOUTH RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THERE FROM THE EAST 150 FEET THEREOF, AND LESS THE WEST 35 FEET THEREOF.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE CENTER OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH $86^{\circ}47'04''$ EAST FOR 50.0 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE CONTINUE NORTH $86^{\circ}47'04''$ EAST ALONG THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$, OF THE NORTHEAST $\frac{1}{4}$, OF SAID SECTION 29 FOR A DISTANCE OF 1,082.58 FEET TO A POINT ALONG A LINE PARALLEL TO AND 150 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$, OF THE NORTHEAST $\frac{1}{4}$, OF SAID SECTION 29; THENCE RUN NORTH $03^{\circ}01'03''$ WEST ALONG SAID PARALLEL LINE FOR 629.10 FEET TO A POINT ; THENCE RUN SOUTH $86^{\circ}47'04''$ WEST FOR 820.67 FEET TO A POINT ; THENCE RUN SOUTH $02^{\circ}36'27''$ EAST FOR A DISTANCE OF 34.80 FEET TO A POINT ; THENCE RUN SOUTH $87^{\circ}03'33''$ WEST FOR 158.00 FEET TO A POINT; THENCE RUN SOUTH $02^{\circ}56'27''$ EAST FOR 8.00 FEET; THENCE RUN SOUTH $87^{\circ}03'33''$ WEST FOR 103.0 FEET TO THE EAST RIGHT OF WAY LINE OF LEJEUNE ROAD (NW 42 AVENUE); THENCE RUN SOUTH $02^{\circ}56'27''$ EAST ALONG SAID EAST RIGHT OF WAY FOR 590.79 FEET TO THE POINT OF BEGINNING.

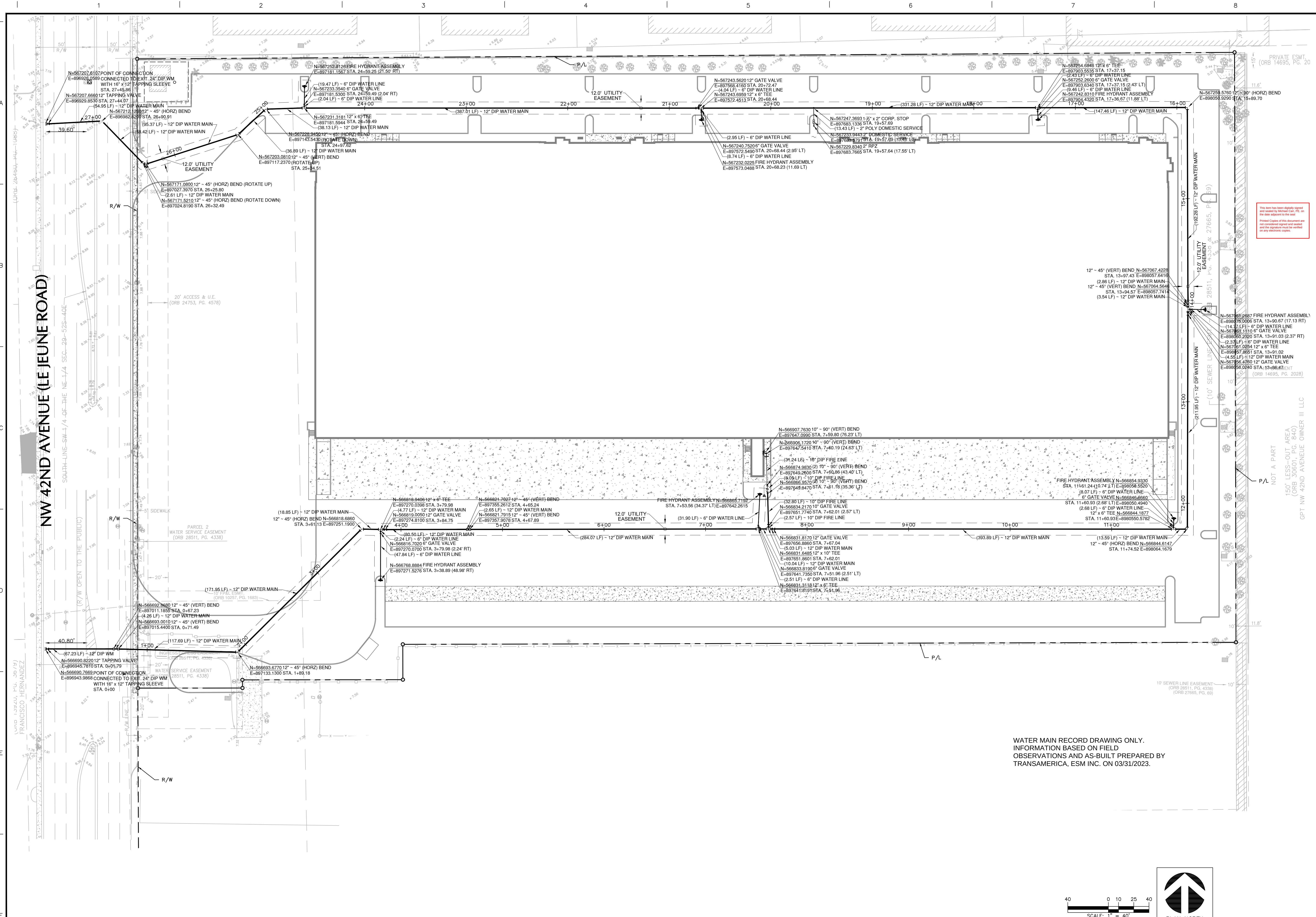
THE ABOVE PARCEL ONE AS ALSO DESCRIBED:

COMMENCE AT THE CENTER OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH $86^{\circ}47'04''$ EAST ALONG THE CENTER SECTION LINE FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY MARGIN OF LE JEUNE ROAD, ALSO KNOWN AS NW 42ND AVENUE; THENCE RUN NORTH $02^{\circ}56'27''$ WEST ALONG SAID RIGHT OF WAY MARGIN FOR A DISTANCE OF 590.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $02^{\circ}56'27''$ WEST ALONG SAID RIGHT OF WAY MARGIN FOR A DISTANCE OF 619.21 FEET TO AN $\frac{1}{2}$ " IRON PIN; THENCE LEAVING SAID RIGHT OF WAY MARGIN RUN NORTH $87^{\circ}47'03''$ EAST FOR A DISTANCE OF 1080.91 FEET TO A REBAR; THENCE RUN SOUTH $03^{\circ}01'03''$ EAST FOR A DISTANCE OF 580.90 FEET TO A REBAR; THENCE RUN SOUTH $86^{\circ}47'04''$ WEST FOR A DISTANCE OF 820.67 FEET TO A PK NAIL; THENCE

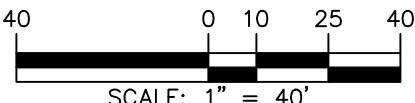
RUN SOUTH 02°36'27" EAST FOR A DISTANCE OF 34.80 TO A PK NAIL;
THENCE RUN SOUTH 87°03'33" WEST FOR A DISTANCE OF 158.00 FEET TO A
PK NAIL; THENCE RUN SOUTH 02°56'27" EAST FOR A DISTANCE OF 8.00
FEET TO A PK NAIL; THENCE RUN SOUTH 87°03'33" WEST FOR A DISTANCE
OF 103.00 FEET TO A POINT AND BEING BACK AT THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE RECIPROCAL EASEMENT FOR INGRESS AND EGRESS AS SET
FORTH IN THAT CERTAIN DOCUMENT ENTITLED "EASEMENT AGREEMENT" BY AND
BETWEEN AMERICAN FRUIT & PRODUCE CORP., A FLORIDA CORPORATION AND
AMERICAN LAND HOLDINGS OF OPA-LOCKA, LLC, A FLORIDA LIMITED
LIABILITY COMPANY, RECORDED MARCH 1, 2013 AS BOOK 28511 PAGE 4338
OF OFFICIAL RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



WATER MAIN RECORD DRAWING ONLY.
INFORMATION BASED ON FIELD
OBSERVATIONS AND AS-BUILT PREPARED BY
TRANSAMERICA, ESM INC. ON 03/31/2023.



RLC Architects
14 SE 16th Street, Boca Raton, FL 33432
Tel: 561.993.6555 Fax: 561.995.0007
Web: www.rlcarchitects.com

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MICHAEL P. CARR
LICENSED PROFESSIONAL ENGINEER
No. 72424
STATE OF FLORIDA
SIGNED: MICHAEL P. CARR
PROFESSIONAL ENGINEER, License No. 72424

LANGAN
Langan Engineering and
Environmental Services, Inc.
110 East Broward Boulevard, Suite 1500
Fort Lauderdale, FL 33301
T: 954.322.2100 F: 954.322.2101 www.langan.com

CRATIGNY INDUSTRIAL PARK
12805 NW LE JEUNE ROAD
OPA-LOCKA, FLORIDA 33054
PROLOGIS

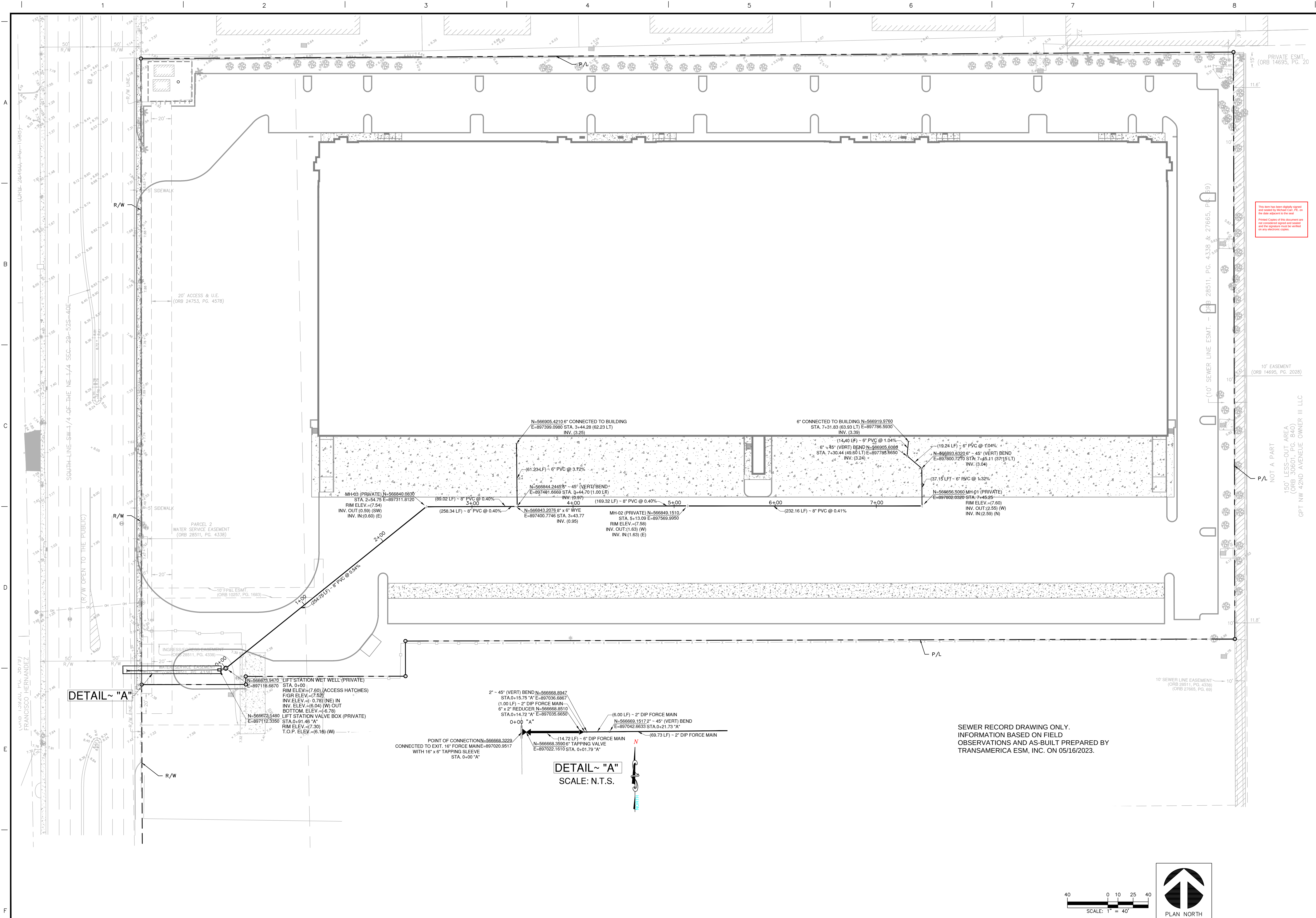
REVISIONS

Drawing Title
**WATER MAIN
RECORD
DRAWING**

Project No. 330066901
Date 06/28/2023

Principal:
Project Director:
Project Manager:
Drafted by:
Checked by: **CRV
MPC**

Drawing No.
RD-1



RLC Architects
14 SE 1st Street, Suite 200, Fort Lauderdale, FL 33302
Tel: 954.393.8555 Fax: 954.393.0007
Web: www.rlcarchitects.com

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Professional Engineer
No. 72424
STATE OF FLORIDA

LANGAN
Langan Engineering and
Environmental Services, Inc.
110 East Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301
Tel: 954.332.2100 Fax: 954.332.2101 www.langan.com

CRATIGNY INDUSTRIAL
PARK
12805 NW LE JEUNE ROAD
OPA-LOCKA, FLORIDA 33054
PROLOGIS

REVISIONS

Drawing Title
**SEWER
RECORD
DRAWING**

Project No. 330066901
Date 06/28/2023

Principal:
Project Director:
Project Manager:
Drafted by:
Checked by:

CRV
MPC

Drawing No.
RD-2



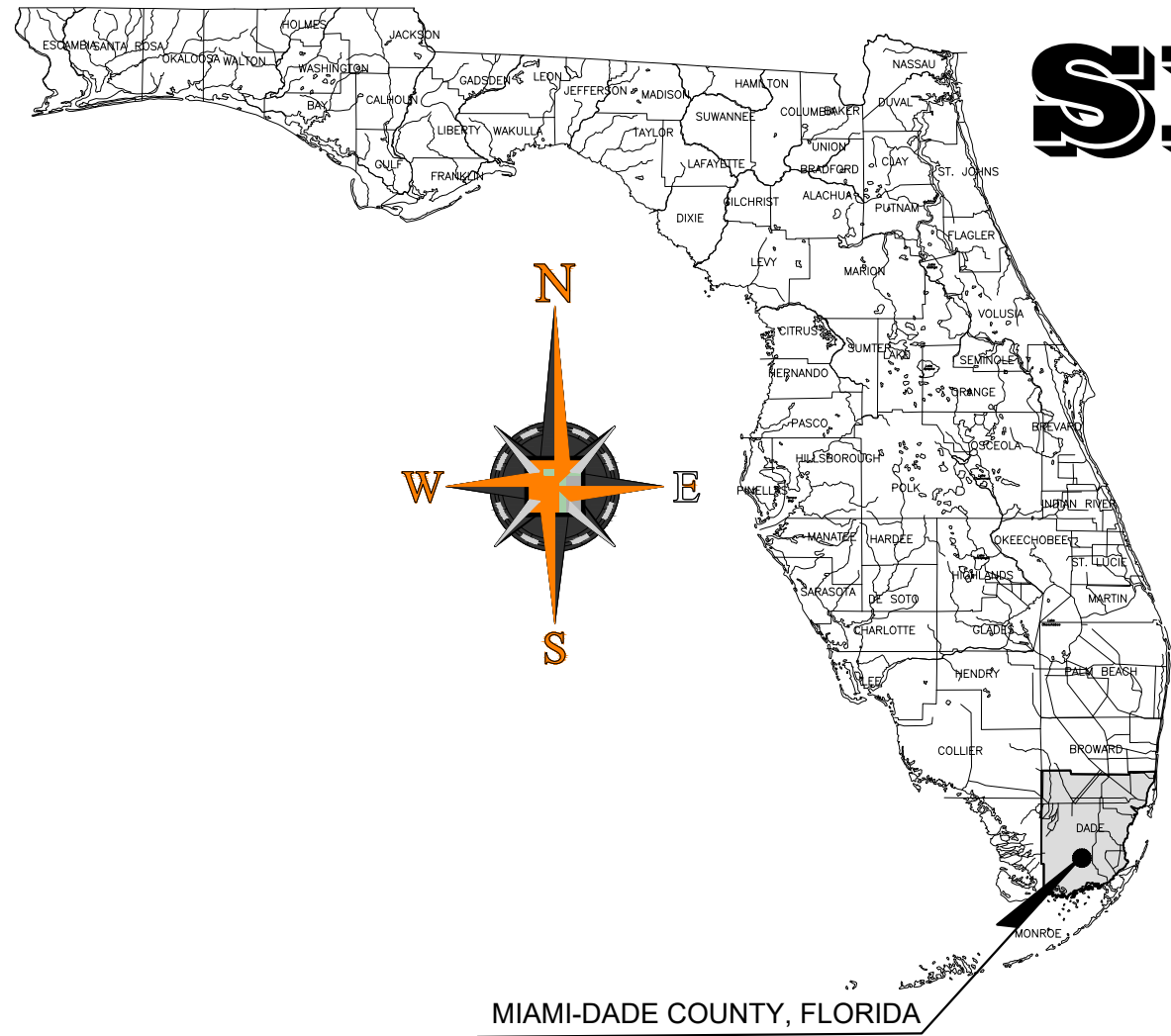
Drawing No.

RD-4

GRATIGNY INDUSTRIAL PARK

OPA-LOCKA, MIAMI-DADE COUNTY FLORIDA

SEWER & FORCE MAIN AS BUILT



ABBREVIATIONS:

Ass. ASSEMBLY
MH. MANHOLE
WM. WATER MAIN
SEW. SEWER
INV. INVERT
SAN. SANITARY
C.O. CLEANOUT
FM. FORCE MAIN
S.P. SAMPLE POINT
AC. ASBESTOS CEMENT PIPE
V.C.P. VITRIFIED CLAY PIPE
C.I.P. CAST IRON PIPE
HDPE. HIGH DENSITY POLYETHYLENE
R.C.P. REINFORCED CONCRETE PIPE
P.V.C. POLY VINYL CHLORIDE
D.I.P. DUCTILE IRON PIPE
Galv. GALVANIZED
POLY. PIPE. POLYETHYLENE PIPE
T.O.P. TOP OF PIPE
BOT. BOTTOM
P.B. PLAT BOOK
PG. PAGE
R/W. RIGHT OF WAY
F.S. FLORIDA STATUE
O.R.B. OFFICIAL RECORDS BOOK
N.G.V.D. NATIONAL GEODETIC VERTICAL DATUM
N.A.V.D. NORTH AMERICAN VERTICAL DATUM
C.O.M. CITY OF MIAMI DATUM
B. BASE LINE
P.L. PROPERTY LINE
C. CENTER LINE
M. MONUMENT LINE
N. NORTH
E. EAST
S. SOUTH
W. WEST
F.F. FINISH FLOOR
LT. LINEAR FEET
LF. LEFT TURN
LAT. LATERAL
RT. RIGHT TURN
B.E. BUFFER EASEMENT
GV. GATE VALVE
FH. FIRE HYDRANT
DDCV. DOUBLE DETECTOR CHECK VALVE
FDC. FIRE DEPARTMENT CONNECTION
PIV. POST INDICATOR VALVE
FVO. FLUSHING VALVE OUTLET
R.P.Z.B.P. REDUCER PRESSURE ZONE BACKFLOW PREVENTER
P.V.B. PRESSURE VACUUM BREAKER
CORP. STOP. CORPORATION STOP
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.O.T. POINT OF TERMINATION
S.D. STORM DRAINAGE
WS. WATER SERVICE
FL. FIRE LINE
B.V. BUTTERFLY VALVE
STA. 0+00 Station Beginning
STA. 0+00 Station Equation

AS-BUILT LEGEND:

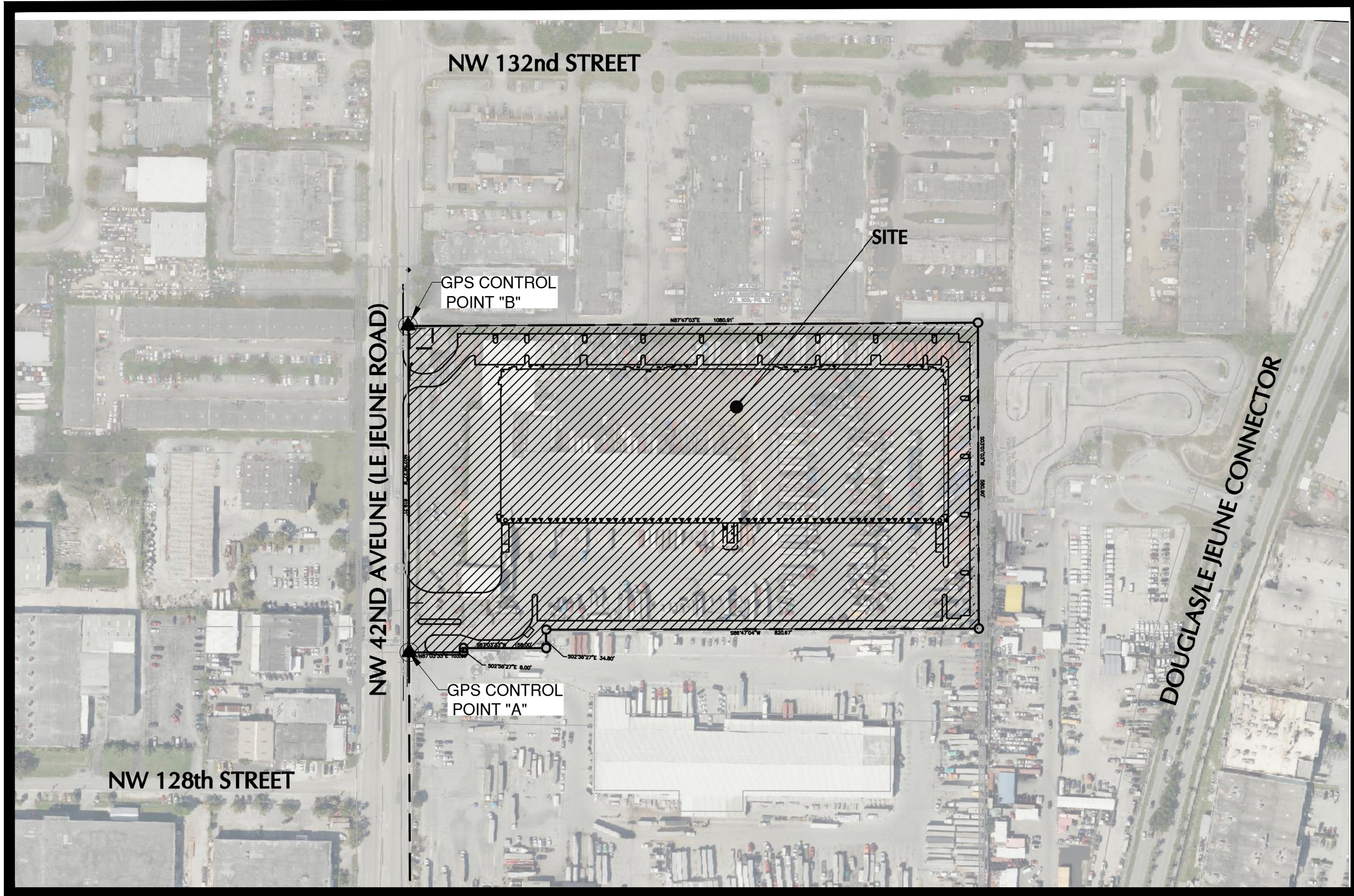
EXIST. GATE VALVE
NEW GATE VALVE, B.F.V.
TAPPING SLEEVE & VALVE
PLUG & F.V.O.
REDUCER
PLUG
TEE
BEND HORIZONTAL (90°, 45°)
BEND VERTICAL
COUPLING SLEEVE
EXIST. FIRE HYDRANT
NEW FIRE HYDRANT ASSEMBLY
CHECK VALVE BURIED
CHECK VALVE IN MANHOLE
ABANDONED OR REMOVED
P.I.V.
CLEANOUT
AIR RELEASE
CORP. STOP
DUAL SERVICE
2" SERVICE
4" SERVICE
DDCV
DDCV (VERTICAL)
R.P.Z.
P.V.B.
F.D.C
Irrigation or Domestic Service
SIGN
ANCHOR
WOOD POLE
DROP INLET
PROPERTY LINE
RIGHT OF WAY LINE
CENTER LINE
EXIST. WATER MAIN
NEW WATER MAIN

AS-BUILT LEGEND:

CLEANOUT
SEWER MAIN
PROPERTY LINE
RIGHT OF WAY LINE
CENTER LINE
FLOW DIRECTION
EXIST. SEWER FLOW
GRAVITY MAIN FORCE MAIN - EXISTING
SEWER WYE
HORIZONTAL BEND
CUT & PLUGGED LATERAL
BEND VERTICAL
COUPLING SLEEVE
MANHOLE - EXISTING
MANHOLE - NEW
GATE VALVE/PLUG VALVE- EXISTING
GATE VALVE/PLUG VALVE- NEW
TAPPING SLEEVE & VALVE
CHECK VALVE BURIED
CHECK VALVE IN MANHOLE
PUMP STATION
GENERATOR HOUSING
GENERATOR
GRAVITY MAIN / FORCE MAIN - ABANDONED OR REMOVED

INDEX OF SHEET

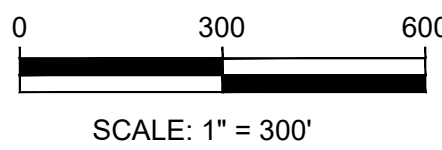
SHEET SFM-1.....COVER SHEET
SHEET SFM-2.....SEWER & FORCE MAIN PLAN VIEW SHEET
SHEET SFM-3.....SEWER & FORCE MAIN PROFILE SHEET
SHEET LS-1.....PUMP STATION AS-BUILT DETAIL SHEET



SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST

LOCATION SKETCH

SCALE: 1"=300'



SCALE: 1" = 300'

STATE PLANE COORDINATE CONTROL POINTS

STATE PLANE ZONE (FLORIDA EAST 0901)
HORIZONTAL DATUM: NAD 83 (1993)

GPS CONTROL POINT	NORTHING 83/90	EASTING 83/90	ELEVATION (N.G.V.D. - 29)	DESCRIPTION	LOCATION
GPS CONTROL POINT "A"	N= 566655.1002	E= 897036.0290	7.17'	FND P.K & DISC IN TOP OF SIDEWALK	1124.60' South to Center Line of NW 132nd STREET 50.00' East to Center Line of NW 42nd AVENUE
GPS CONTROL POINT "B"	N= 567274.3973	E= 897015.4898	7.48'	FND P.K & DISC IN TOP OF SIDEWALK	504.99' South to Center Line of NW 132nd STREET 50.00' East to Center Line of NW 42nd AVENUE

LEGAL DESCRIPTION:

FOLIO: 08-2129-000-0061

The South 1210 FEET OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OFF SECTION 29, TOWNSHIP 52 SOUTH RANGE 41 EAST, DADE COUNTY, FLORIDA, LESS AND EXCEPT THERE FROM THE EAST 150 FEET THEREOF, AND LESS THE WEST 36 FEET THEREOF.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE CENTER OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, OF MIAMI DADE COUNTY, FLORIDA; THENCE RUN NORTH 86°47'04" EAST FOR 50.0 FEET TO THE POINT OF BEGINNING OF PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE CONTINUE NORTH 86°47'04" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST ¼, OF THE NORTHEAST ¼ OF SAID SECTION 29 FOR A DISTANCE OF 1,082.58 FEET TO A POINT ALONG A LINE PARALLEL TO AND 150 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST ¼, OF THE NORTHEAST ¼, OF SAID SECTION 29; THENCE RUN NORTH 03°01'03" WEST ALONG SAID PARALLEL LINE FOR 629.10 FEET TO A POINT; THENCE RUN SOUTH 86°47'04" WEST FOR 820.67 FEET TO A POINT; THENCE RUN SOUTH 02°36'27" EAST FOR A DISTANCE OF 34.80 FEET TO A POINT; THENCE RUN SOUTH 87°03'33" WEST FOR 158.00 FEET TO A POINT; THENCE RUN SOUTH 02°56'27" EAST FOR 8.00 FEET; THENCE RUN SOUTH 87°3'33" WEST FOR 103.0 FEET TO THE EAST RIGHT OF WAY LINE OF LEJEUNE ROAD (NW 42 AVENUE) THENCE RUN SOUTH 02°56'27" EAST ALONG SAID EAT RIGHT OF WAY FOR 590.76 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER SECTION 29, TOWNSHIP 29 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 86°47'04" EAST ALONG THE CENTER SECTION LINE FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY MARGIN OF LEJEUNE ROAD, ALSO KNOWN AS NW 42ND AVENUE; THENCE RUN NORTH 02°56'27" WEST ALONG SAID RIGHT OF WAY MARGIN FOR A DISTANCE OF 590.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°56'27" WEST ALONG SAID RIGHT OF WAY MARGIN FOR A DISTANCE OF 619.21 FEET TO AN ¾" IRON PIN; THENCE LEAVING SAID RIGHT OF WAY MARGIN RUN NORTH 87°47'03" EAST FOR A DISTANCE OF 1080.91 FEET TO A REBAR; THENCE RUN SOUTH 03°01'03" WEST FOR A DISTANCE OF 580.90 FEET TO A REBAR; THENCE RUN SOUTH 86°47'04" WEST FOR A DISTANCE OF 820.67 FEET TO A PK NAIL; THENCE RUN SOUTH 02°36'27" EAST FOR A DISTANCE OF 34.80 FEET TO A PK NAIL; THENCE RUN SOUTH 87°03'33" WEST FOR A DISTANCE OF 158.00 FEET TO A PK NAIL; THENCE RUN SOUTH 02°56'27" FOR A DISTANCE OF 8.00 FEET TO A PK NAIL; THENCE RUN SOUTH 87°03'33" WEST FOR A DISTANCE OF 103.00 FEET TO A POINT AND BEING BACK AT THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

- THIS IS NOT A BOUNDARY SURVEY
- REPRODUCTIONS OF THIS DRAWING ARE NOT VALID UNLESS EMBOSSED WITH THE OFFICIAL SEAL OF THE SURVEYOR.
- TYPE OF SURVEY: SEWER & FORCE MAIN AS-BUILT
- TRANSAMERICA, ESM, INC. CARRIES PROFESSIONAL LIABILITY INSURANCE
- ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29)
- THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.04'
- ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD U.S. FOOT
- a) BENCH MARK USED: MIAMI-DADE BENCHMARK NAME N-560 Locator 2144 NW Elevation: 6.17' (NGVD 29) Elevation: 4.68' (NAVD 88)
LOCATION:
NW 135 STREET 640' North of center line
NW 42 AVENUE 34.2' East of center line
DESCRIPTION: P.K Nail and Brass washer in flow line of conc curb and gutter.
- b) BENCH MARK USED: MIAMI-DADE BENCHMARK NAME N-585 Locator 2003 S Elevation: 8.33' (NGVD 29) Elevation: 6.84' (NAVD 88)
LOCATION:
NW 145 STREET 199' South of Center Line
NW 57 AVENUE 3' East of east edge of pavement
DESCRIPTION: P.K Nail and Brass Washer in conc sidewalk.
- THE HORIZONTAL CONTROL ELEMENT OF THIS AS-BUILT SURVEY WAS DERIVED FROM THE NORTH AMERICAN DATUM 83/1993 AS IMPLEMENTED BY MIAMI-DADE WATER & SEWER DEPARTMENT GPS/GIS PROJECT MASTER CONTROL.

STATE PLANE COORDINATE SYSTEM

STATE PLANE ZONE (FLORIDA EAST 0901)
HORIZONTAL DATUM: NAD 83 (1993)

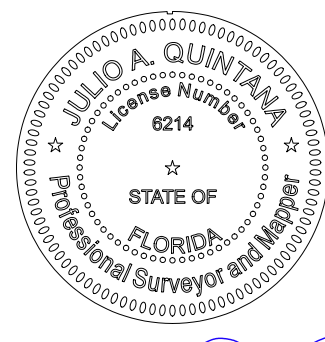
Points (Northing and Easting) as depicted on the survey are based on the North American Datum (NAD) 1983/1993 adjustment. global positioning systems (G.P.S.) measurements were Conducted in the field to acquire said coordinates values, based on the following horizontal control stations:

- ESTABLISHING AGENCY: MIAMI-DADE COUNTY WATER & SEWER DEPT. GPS/GIS PROJECT.
STATE/COUNTY: FLORIDA/MIAMI-DADE COUNTY
STATION IDENTIFICATION: 7
STATION NAME: LAKES
DATUM: NAD 83 (1993)
LATITUDE: 25° 55' 7.364921" NORTH
LONGITUDE: 80° 18' 26.978552" WEST
NORTHING: 576747.564 US FEET
EASTING: 883780.155 US FEET
STATION DESCRIPTION: The station is located northeast of the intersection of Miami Lakes Way and NW 67 Av. and is just north of the northwest corner of the parking lot for Miami Lakes Middle School. The mark is a concrete with a METRO-DADE GPS CONTROL PT. brass disk and is stamped "LAKES".
- ESTABLISHING AGENCY: MIAMI-DADE COUNTY WATER & SEWER DEPT. GPS/GIS PROJECT.
STATE/COUNTY: FLORIDA/MIAMI-DADE COUNTY
STATION DESIGNATION: OPA
STATION NAME: ARP 2 1967
DATUM: NAD 83 (1993)
LATITUDE: 25° 54' 27.851680" NORTH
LONGITUDE: 80° 16' 47.161934" WEST
NORTHING: 465905.784 US FEET
EASTING: 859130.231 US FEET
STATION DESCRIPTION: See published NGS control data sheets for complete recovery descriptions.

10.) FIELD DATE: February 15, 2023

CERTIFIED TO: CITY OPA-LOCKA

I HEREBY CERTIFY THAT THE AS-BUILT SURVEY MAP IS TRUE AND CORRECT AND WAS MADE UNDER MY DIRECT SUPERVISION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THRU 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE. PURSUANT TO CHAPTER 472.027, FLORIDA STATUTE. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.



Julio A. Quintana
5-16-23
JULIO QUINTANA P.S.M.
PROFESSIONAL SURVEYOR & MAPPER.
STATE OF FLORIDA REG. No. 6214

GRATIGNY INDUSTRIAL PARK
COVER SHEET

12805 NW LE JEUNE ROAD, OPA-LOCKA, FLORIDA 33054

Project:
TRANSAMERICA, ESM INC.
PROFESSIONAL LAND SURVEYOR AND MAPPER
LE #0018
675 WEST 10th STREET HALEAH, FL 33014
CELL: (888) 402-4475
MOBILE: (786) 402-4475
E-MAIL: JQUINTANA_@COMCAST.NET
Transamerica.esurvey.com
Quintana_J_@Transamericaesurvey.com

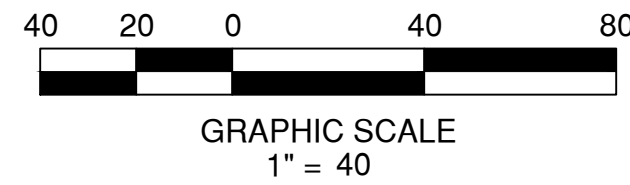
TA
Job No.: 22-008
Date: 2-27-2023
Drawn by: M.Ibarra
Approved by: J.A.Quintana
Scale: AS-SHOWN
Cad File: 22-008 GRATIGNY INDUSTRIAL PARK
(This Page is Not Valid Without The Other)
Sheet Number
SFM-1
SHEET 1 OF 3

SE No. SEW-EXT-096

GRATIGNY INDUSTRIAL PARK

OPA-LOCKA, MIAMI-DADE COUNTY FLORIDA

SEWER & FORCE MAIN AS BUILT



"LEJUNE INDUSTRIAL SITES"
(P.B. 135, PG. 6)
BLOCK 1 LOT 3

"LEJUNE INDUSTRIAL PARK"
(P.B. 100, PG. 51)
BLOCK 1 LOT 2

"LEJUNE INDUSTRIAL PARK"
(P.B. 100, PG. 51)
BLOCK 1 LOT 3

"LEJUNE INDUSTRIAL PARK"
(P.B. 100, PG. 51)
BLOCK 1 LOT 4

"LEJUNE INDUSTRIAL PARK"
(P.B. 100, PG. 51)
BLOCK 1 LOT 5

PRIVATE ESMT.
(ORB 14695, PG. 2028)

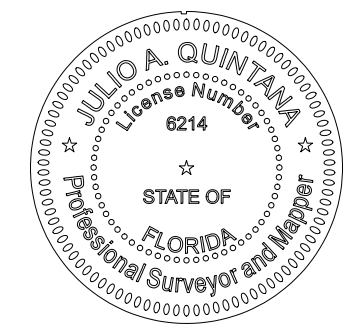
NOT A PART
150' LESS-OUT AREA
(ORB 30801, PG. 940)

GRATIGNY INDUSTRIAL PARK
SEWER & FM PLAN VIEW SHEET

12805 NW LE JEUNE ROAD, OPA-LOCKA, FLORIDA 33054

Project:
TRANSAMERICA, ESM INC.
PROFESSIONAL LAND SURVEYOR AND MAPPER
LB #0018
675 WEST 10th STREET HIALEAH, FL 33014
CELL: (305) 422-4475
MOBILE: (305) 422-4475
E-MAIL: QUINTANA_J@COMCAST.NET
TransamericaSurvey.com
Quintana_J@TransamericaSurvey.com

TA
Job No.: 22-008
Date: 2-27-2023
Drawn by: M.Ibarra
Approved by: J.A. Quintana
Scale: 1" = 40'
Cad File: 22-008-GRATIGNY INDUSTRIAL PARK
Sheet Number
SFM-2
SHEET 2 OF 3



Julio A. Quintana
5-16-23
JULIO QUINTANA P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA REG. NO. 6214




5-16-23
JULIO QUINTANA P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA REG. No. 6214

Job No.:	22-008
Date:	2-27-2023
Drawn by:	M.Ibarra
Approved by:	J.A.Quintana
Scale:	1"=40'H 1"=4'V
Cad File:	22-008 GRATIGNY
INDUSTRIAL PARK	

(This Page is Not Valid Without The Other

Sheet Number

SFM-3

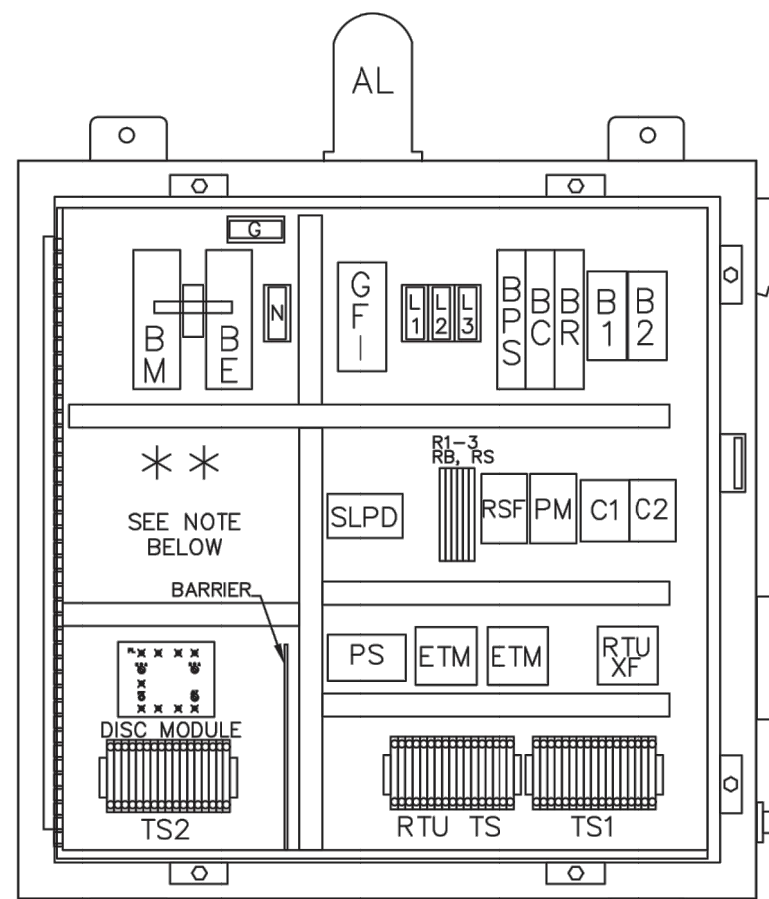
SHEET 3 OF 3

[illegible]

CONTROL CENTER DESIGNED
& MANUFACTURED TO MEET
ALL D.E.P. REQUIREMENTS

MOPS CONTROL CENTER

SEE SCHEDULE FOR
ELECTRICAL SERVICE REQUIREMENTS

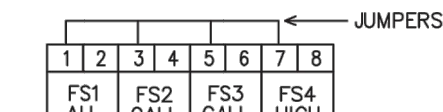


INTERIOR LAYOUT
(DOOR NOT SHOWN FOR CLARITY)

27	NEU	120V	1	RTU TERMINALS (IF USED)	PUMP SEAL FAIL	MOTOR 1 LEADS	MT1 OMOTOR 1	G N D	MOTOR 2 LEADS	MT2 MOTOR 2	G N D
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TS1 TERMINAL SCHEDULE

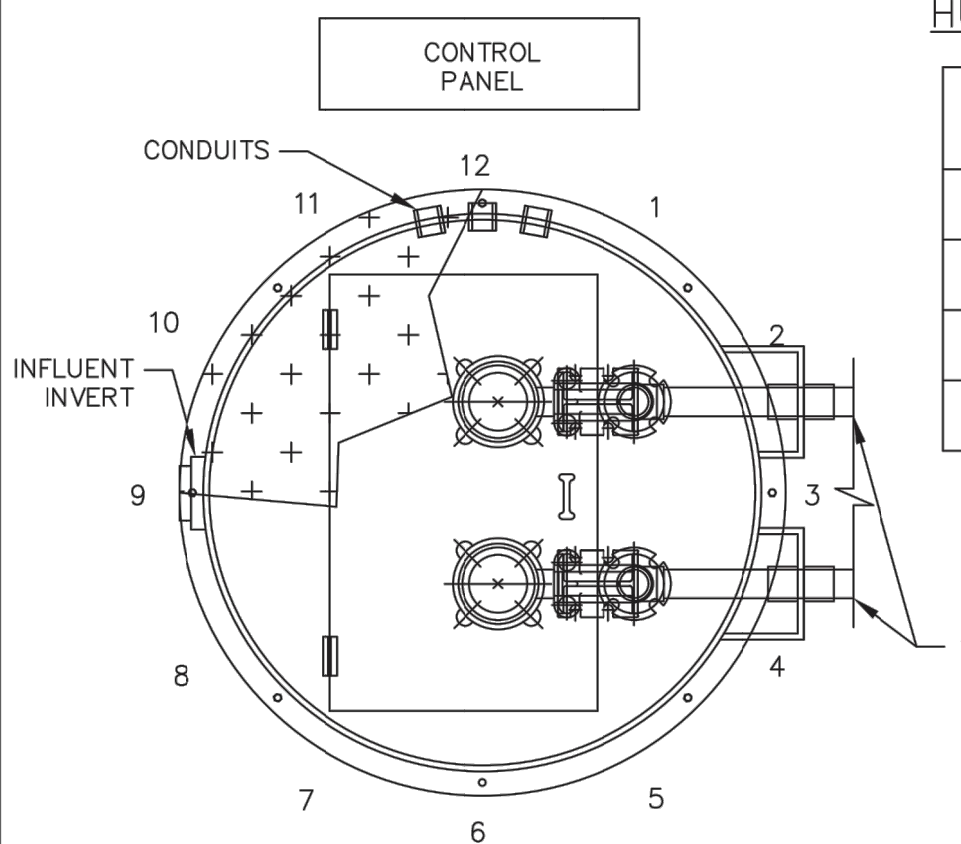
TS1 TERMINAL SCHEDULE



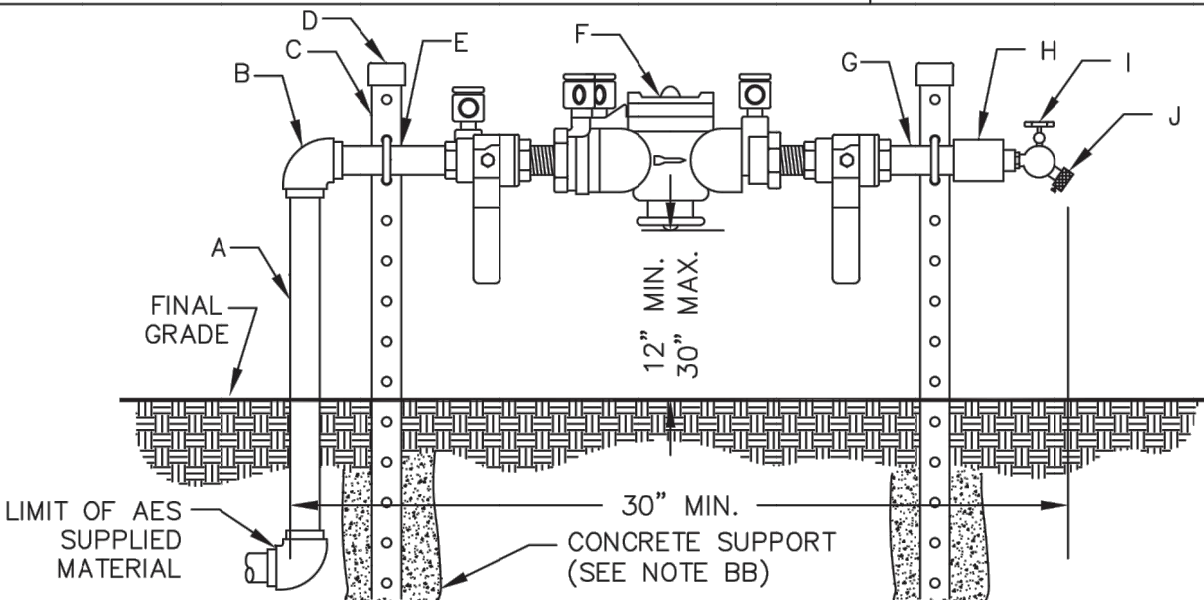
TS2 TERMINAL SCHEDULE

THIS SPACE AVAILABLE FOR CAPACITORS FOR SINGLE PHASE OR TRANSFORMER FOR 460V.

HUB AND INVERT LOCATION



SCHEMATIC BASED ON THE STATION'S DISCHARGE BEING LOCATED
AT THE #3 CLOCK POSITION. SEE SCHEDULE FOR LOCATION OF
INVERTS AND CONTROL PANEL. LOCATIONS SUBJECT TO CHANGE.



ITEM	QTY.	DESCRIPTION
A	1	3/4" x 36" S.S. NIPPLE
B	1	3/4" S.S. 90° ELBOW
C	2	1-5/8"x1-5/8"x40" S.S. SUPPORT BRACKET
D	2	SUPPORT BRACKET CAPS P/N 1689
E	2	3/4" S.S. PIPE BOLTS

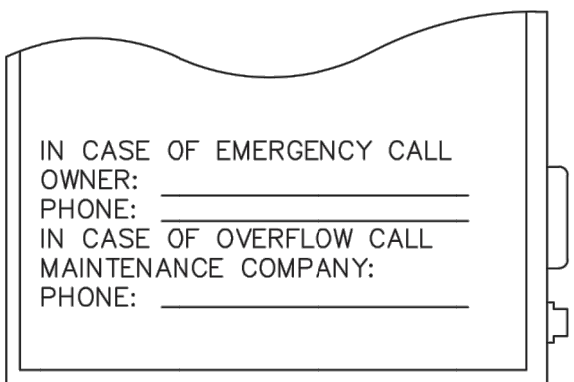
ITEM	QTY.	DESCRIPTION
F	1	3/4" APP. BACKFLOW PREVENTER
G	1	3/4" x 6" S.S. NIPPLE
H	1	3/4" x 3/4" S.S. COUPLING
I	1	3/4" BRONZE HOSE BIB
J	1	3/4" VACUUM BREAKER

DETAIL B

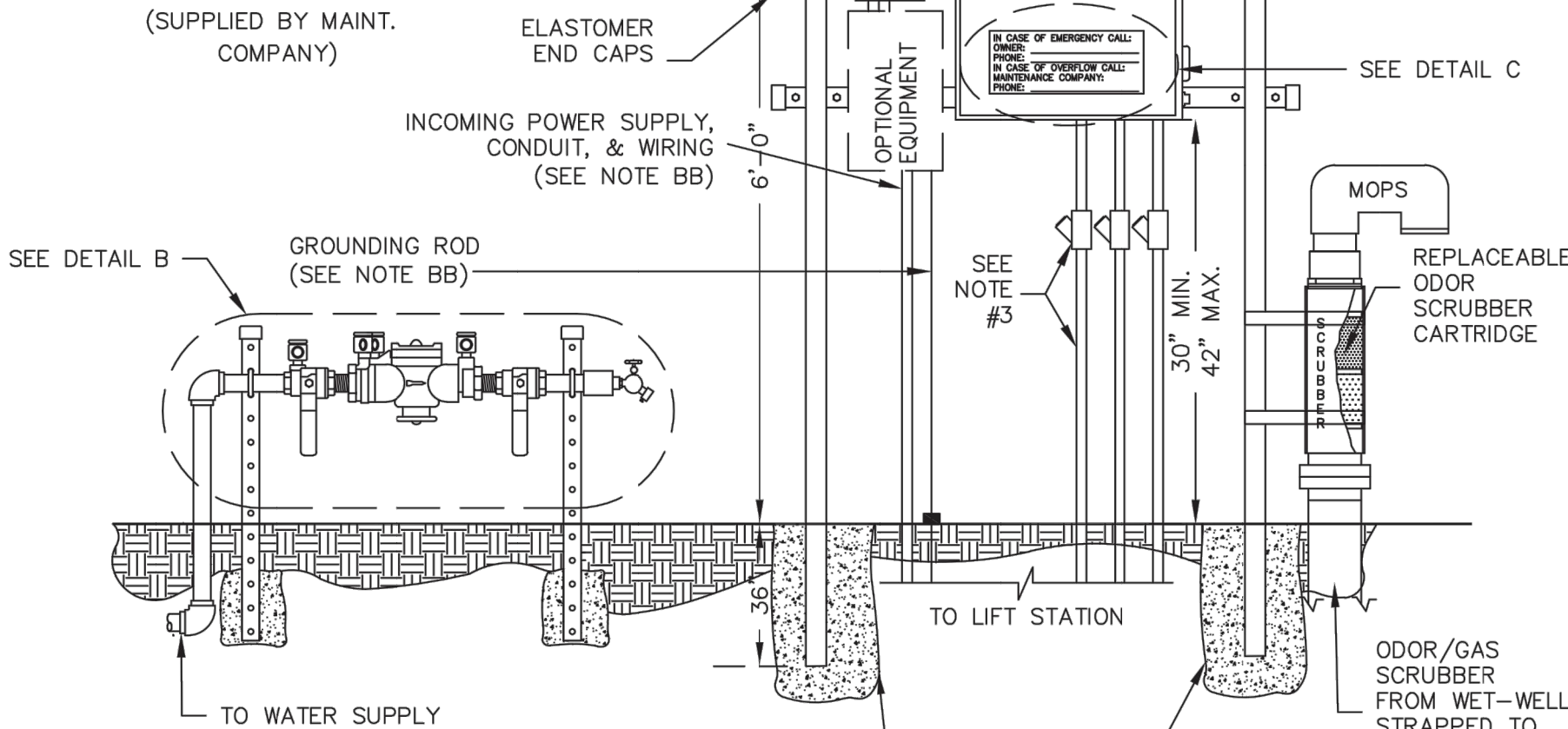
R.P.Z. BACKFLOW PREVENTER ASSEMBLY DETAIL

U.S.C. AND A.S.S.E. APPROVED

N.T.S.

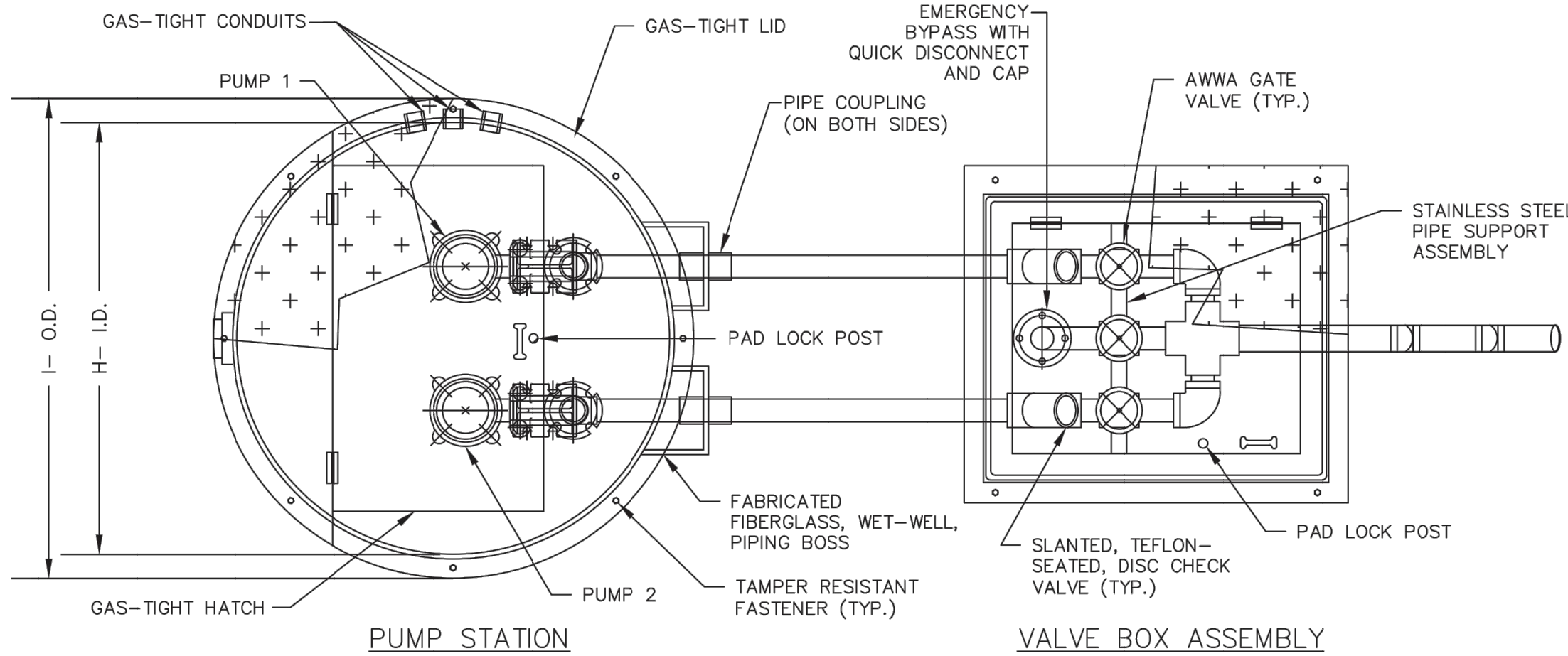


DETAIL C
(SUPPLIED BY MAINT.
COMPANY)



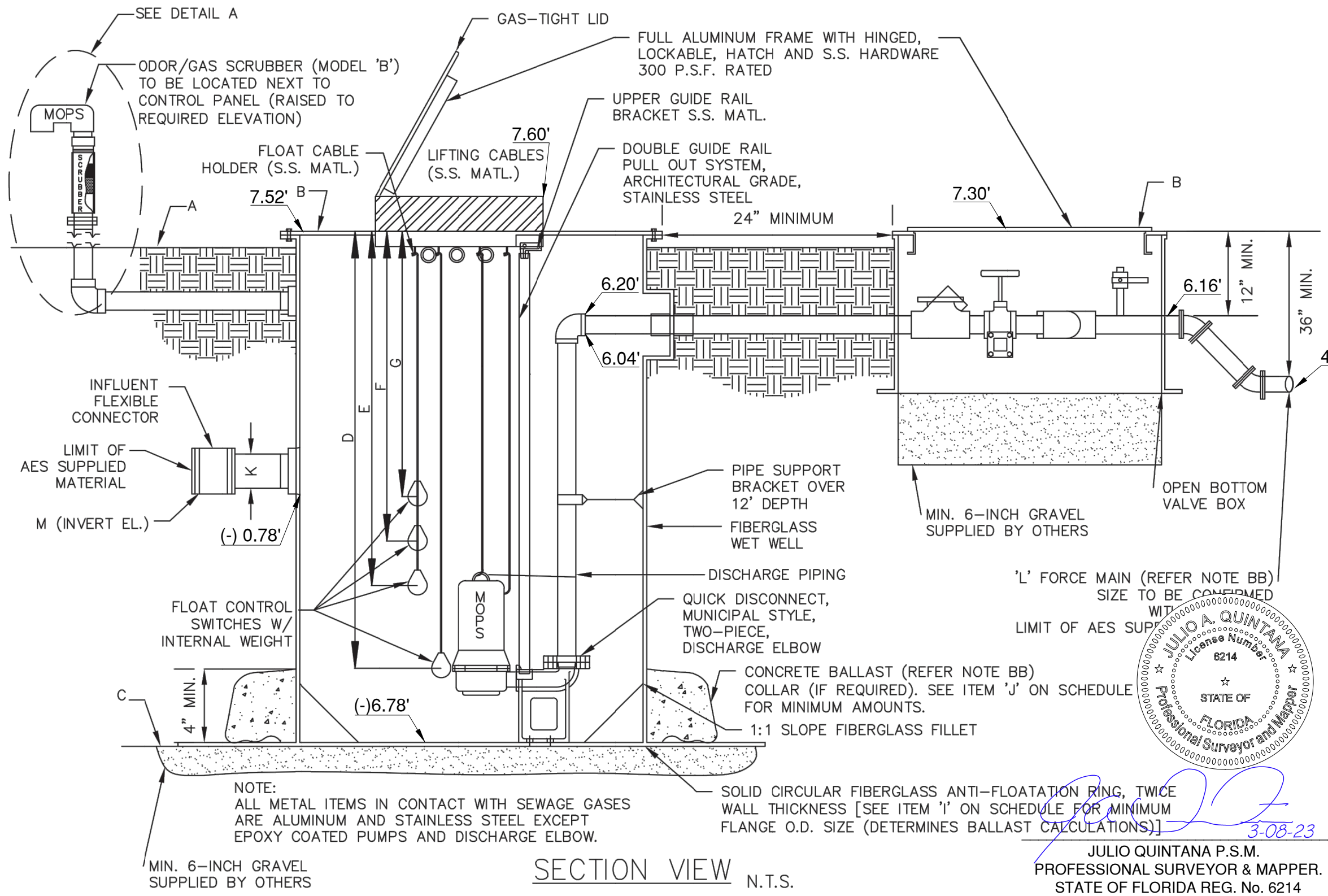
CONTROL CENTER ASSEMBLY AND INSTALLATION

N.T.S.



TOP VIEW

N.T.S.



SECTION VIEW

N.T.S.

MOPS

MANUFACTURED ODORLESS PUMP STATION
ATLANTIC ENVIRONMENTAL SYSTEMS, INC.

LAKE WORTH, FL 33461
PH: (561) 547-8080 FAX: (561) 547-3999

©2000

PRIVATE SERIES

THIS DRAWING AND THE DESIGN CONTAINED HEREIN IS PROPRIETARY
AND IS AND SHALL REMAIN THE PROPERTY OF ATLANTIC ENVIRONMENTAL
SYSTEMS, INC. THIS DRAWING AND DESIGN SHOULD BE USED ONLY FOR
THE PURPOSE FOR WHICH IT IS INTENDED, AND ONLY WITH WRITTEN
AUTHORIZATION FROM ATLANTIC ENVIRONMENTAL SYSTEMS, INC. ANY
REPRODUCTION, IN WHOLE OR IN PART, MUST CLEARLY SHOW THE
ATLANTIC ENVIRONMENTAL NAME AND ADDRESS IN THE REPRODUCTION.

MOPS PUMP STATION SCHEDULE

MOPS SERIES	ITEM DESCRIPTION
INITIAL DESIGN FLOW (G.P.M.)	23
INITIAL DESIGN HEAD (T.D.H.)	63'
SECONDARY DESIGN FLOW (G.P.M.)	24
SECONDARY DESIGN HEAD (T.D.H.)	58'
RATED PERFORMANCE SPEED	3450 RPM
RATED MOTOR HORSEPOWER	3.0
SUBMERSIBLE PUMP TYPE (P-1,P-2)	GRINDER
PUMP MODEL NUMBER	MOPS
SERVICE ENTRANCE VOLTAGE	460
SERVICE ENTRANCE PHASE	3
CONTROL CENTER FULL LOAD AMPS	15
NEMA 3R PAINTED STEEL DISCONNECT SWITCH, RATED AMPS	30
WET WELL SCOURER SYSTEM	N/A
REMOTE STATION MONITOR (TELEMETRY)	W/SA
ON-SITE GENERATOR SYSTEM	N/A

MOPS EQUIPMENT IDENTIFICATION	QTY.	MODEL DESIGNATION
MOPS PUMP STATION	1	B22-48168-D-3.0
MOPS VALVE BOX ASSEMBLY (VBA)	1	VBA-22
MOPS ODOR/GAS SCRUBBER (OGS)	1	OGS-B
MOPS R.P.Z. ASSEMBLY	1	75
MOPS CONTROL CENTER	1	PSC-232-3.0
MOPS DISCONNECT SWITCH	1	FDS-30-3-4-PS
MOPS CONTROL CENTER MOUNTING ASSEMBLY	1	CCMA-32AL
MOPS WET WELL SCOURER SYSTEM	0	N/A
MOPS REMOTE STATION MONITOR	1	PROVIDED WITH SERVICE AGREEMENT
1st YEAR SERVICE/MAINTENANCE CONTRACT	1	LEVEL 1 WITH REMOTE MONITOR
MOPS ON-SITE GENERATOR SYSTEM	0	N/A
MOPS FIELD SERVICE WORK	1	CONTROL INSTALLATION & START-UP

MOPS PUMP STATION COMPLIANCE NOTES:

THIS PUMP STATION DESIGN COMPLIES WITH THE FOLLOWING REQUIRED STANDARDS:

- STATE OF FLORIDA ENVIRONMENTAL PROTECTION STANDARDS
- FLORIDA ADMINISTRATIVE CODE (F.A.C.): 62-640.400- COLLECTION AND TRANSMISSION SYSTEMS
- NATIONAL ELECTRIC CODE (NEC) CLASS 1, DIVISION 1, GROUP D- HAZARDOUS LOCATIONS
- UNDERWRITER'S LABORATORIES (U.L.) 508A-MOTOR CONTROL CENTERS AND U.L. 698A-INSTRINSICALLY SAFE CONTROL CENTERS
- RECOMMENDED STANDARDS FOR WASTEWATER FACILITIES (1997 EDITION).

- PUMPS ARE RATED BY FACTORY MUTUAL FOR CLASS 1, DIVISION 1, GROUP D ATMOSPHERES AS REQUIRED BY NEC.
- THE CONTROL CENTER INCORPORATES INTRINSICALLY SAFE RELAYS AND IS LISTED TO UL 698A INTRINSICALLY SAFE FOR CLASS 1, DIVISION 1 ATMOSPHERES.
- THE CONDUIT PROVIDED, ALONG WITH CONDUIT GAS-SEAL-OFFS, ARE RATED FOR CLASS 1, DIVISION 1 LOCATIONS.
- THE WASTEWATER PUMPS AND THE CONTROL CENTER INCORPORATE A MECHANICAL SEAL FAILURE DETECTION AND NOTIFICATION SYSTEM.
- THE CONTROL CENTER INCLUDES EITHER A REMOTE TELEMETRY UNIT (RTU) OR A SELF-CHARGING, BACK-UP ALARM SYSTEM TO OPERATE ON POWER FAILURE.
- THE PUMP STATION INCORPORATES AN ODORLESS DESIGN WITH A SCRUBBER SYSTEM TO CONTROL TOXIC GASES AND ODORS FOR COMPLIANCE TO F.A.C. 62-604.400.
- THE BOTTOM OF THE TOP RIM ELEVATION OF PUMP STATION MUST BE LOCATED AT A HIGHER ELEVATION THAN THE 25 YEAR FLOOD ELEVATION. THE LISTED 25 YEAR FLOOD ELEVATION PROVIDED BY SITE CIVIL ENGINEER.
- THE BOTTOM ELEVATION OF THE MOPS CONTROL CENTER MUST BE LOCATED AT A HIGHER ELEVATION THAN THE 100 YEAR FLOOD ELEVATION. THE LISTED 100 YEAR FLOOD ELEVATION PROVIDED BY THE SITE CIVIL ENGINEER.

MOPS ENGINEERING NOTES:

- THE HORSEPOWER SHOWN ON THE SCHEDULE IS A MINIMUM HORSEPOWER REQUIREMENT BASED ON THE STATION'S DESIGN CRITERIA AND THE REQUIRE TORQUE. (LOWER RATED HORSEPOWER EQUIPMENT WILL NOT BE ACCEPTABLE.)
 - THESE ITEMS ARE NOT SUPPLIED BY A.E.S. WITH THE MOPS STATION.
 - INVERT ELEVATIONS BASED ON INSIDE BOTTOM OF PIPE.
 - THE MOPS CONTROL ASSEMBLY CONSISTS OF THE FOLLOWING: CONTROL CENTER DISCONNECT SWITCH, MOUNTING ASSEMBLY, ELECTRICAL CONDUITS, AND SEAL-OFF. THESE ITEMS MUST BE SUPPLIED AND INSTALLED BY THE MOPS PUMP STATION MANUFACTURER TO VALIDATE MOPS WARRANTY PROGRAM.
 - FOR STATIONS IN MIAMI-DADE COUNTY, THE MOPS PUMP STATION IS SUPPLIED WITH A REMOTE TELEMETRY MONITORING UNIT AND A.E.S. MAINTENANCE SERVICE. THE R.T.U. ALLOWS FOR MONITORING OF LAG ALARM, HIGH ALARM, AND POWER FAILURE PER CHAPTER 24.42.2(5). THE R.T.U. IS EQUIPPED WITH A BATTERY BACK UP AND IS INSTALLED ABOVE THE 100 YEAR FLOOD ELEVATION.
- THE MOPS WASTEWATER PUMP STATION DESIGN AND EQUIPMENT SHOWN ON THIS DRAWING HAS BEEN REVIEWED, PERMITTED, AND CERTIFIED AS COMPLYING WITH ALL THE STATE OF FLORIDA D.E.P. AND LOCAL REQUIREMENTS. ANY SUBSTITUTION FROM THIS DESIGN MAY REQUIRE NEW PERMITS, APPLICATION FEES, AND ENGINEERING SERVICES. SEE SCHEDULE FOR DETAILED NOTIFICATION AND DESIGN REVIEW.

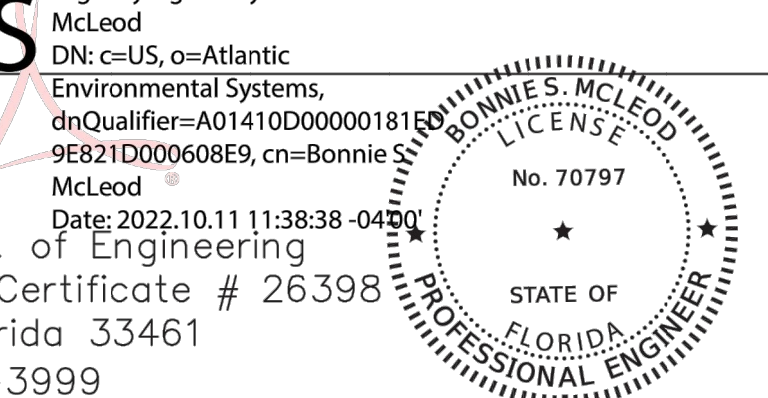
P.E. CERTIFICATION: **Bonnie S. McLeod**

3.08.23

2244 4th Ave. North, Lake Worth, Florida 33461

Ph: 561-547-8080 Fax: 561-547-3999

Atlantic Environmental Systems, Inc., Certificate # 26398



This item has been digitally signed and sealed by Bonnie S. McLeod, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies. Date: 10/11/2022

PROLOGIS GRATIGNY 15

Project:

Prepared For:

Date:

Page No.

LS-1

1689

07/01/2022

Project:

Prepared For:

Date:

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EXHIBIT B

Miami-Dade Water and Sewer Department Wastewater Bill of Materials /Cost Breakdown For Donation Projects

Agreement ID#: _____ SB/DS: **SEW No. SEW-EXT-096**

Project Name: **GRATIGNY INDUSTRIAL PARK**

Project Location: **12805 NW LE JEUNE ROAD OPA-LOCKA, FLORIDA 33054**

Contractor: **THE REDLAND COMPANY, INC.**

Operations Manager: **OWEN H. CARNEY**

	TYPE/Material	SIZE	Quantity	Minimum Unit Cost	Actual Unit Cost	Total Cost
Gravity Sewer Mains SSSTRGRAV	PVC /D.I.P.	8"	0 L.F.	\$26.00 / \$191.00	\$0.00	\$0.00
	PVC /D.I.P.	10"	0 L.F.	\$38.00 / \$208.00	\$0.00	\$0.00
	PVC /D.I.P.	12"	0 L.F.	\$45.00 / \$225.00	\$0.00	\$0.00
Service Laterals: SSSTRLATER	PVC /D.I.P.	6"	0 L.F.	\$50.00 / \$200.00	\$0.00	\$0.00
	PVC /D.I.P.	6"	0 L.F.	\$50.00 / \$200.00	\$0.00	\$0.00
Manholes: SSSTRGRAV	Precast Conc.		0 Each	\$7,200.00	\$7,200.00	\$0.00
**Local Force Mains: SSSTRFMLOC	D.I.P.	2"	70 L.F.	\$55.00	\$50.00	\$3,500.00
	D.I.P.	6"	15 L.F.	\$60.00	\$60.00	\$900.00
	D.I.P.	8"	0 L.F.	\$70.00	\$70.00	\$0.00
	D.I.P.	12"	0 L.F.	\$90.00	\$90.00	\$0.00
**Local Pump Station: PSSTRLOCAL PSEQPLOC	Structure		Each	\$42,000.00	\$42,000.00	\$0.00
	Equipment		0 Each	\$277,000.00	\$277,000.00	\$0.00
*Regional Force Main: SSSTRFMREG	D.I.P.	16"	0 L.F.	\$200.00	\$200.00	\$0.00
	D.I.P.	20"	0 L.F.	\$250.00	\$250.00	\$0.00
	D.I.P.	24"	0 L.F.	\$300.00	\$300.00	\$0.00
*Regional Pump Station: PSSTRREGNL PSEQPREG	***Structure		0 Each	\$203,800.00	\$203,800.00	\$0.00
	***Equipment		0 Each	\$307,000.00	\$307,000.00	\$0.00
Housing & Generator: PLEQPPWRPD			125KW	\$58,000.00		
Valves: SSSTRFMLOC	Plug	6"	0 Each	\$2,230.00	\$2,230.00	\$0.00
	Plug	8"	0 Each	\$3,000.00	\$3,000.00	\$0.00
	Plug	12"	0 Each	\$4,750.00	\$4,750.00	\$0.00
	Plug	16"	0 Each	\$5,000.00	\$5,000.00	\$0.00
Bond Amount (WASD) \$				Total Project Cost \$		\$4,400.00

*Regional:- Sewer pump station serving several neighborhoods with other stations pumping to it & force mains to Treatment Plant.

**Local:- gravity systems, lift stations & small pump stations in local areas, force mains carrying flows from lift stations to regional.

***Equipment:- pump, motor/engine, piping, valves, electrical lines, switches, hols,ect. Structure:- walls & support for equipment

The back of this document may be used to write in additional information if needed.

Certified by contractor:
Date: 4/28/2023

Signature: 
Print: **Alejandro Echeverry**

Company: **THE REDLAND COMPANY, INC**
Title: **PROJECT MANAGER**

Type, size & quantity Inspected by:
Date: 7/11/23

Signature: 
Print: **MICHAEL CARNEY**

Received by New Business Rep:
Date: _____

Signature: _____
Print: _____



Department of Regulatory and Economic Resources
Division of Environmental Resources Management
Water & Wastewater Division
701 NW 1st Court, 7th Floor
Miami, FL 33136-3912
T (305) 372-6920 F (305) 372-6410

07/31/2023

ELECTRONIC CORRESPONDENCE

Austin Airia
CITY OF OPA LOCKA
780 FISHERMAN STREET, 4TH FLOOR
OPA LOCKA, FL 33054
e-mail: Aaustin@opalockafl.gov

Project Name: PROLOGIS GRATIGNY 15
DERM Permit No.: SE-20220096
FDEP Permit No.: 253651-1016-DWC
Utility DS Number: CITY OF OPA-LOCKA

RE: Certification of Completion of the Domestic Wastewater Collection/Transmission System **PSO #1527** (One Private lift station, 3 manholes, 741 LF of 8-inch private gravity, 80 LF of 2-inch private force main and 10 LF of 6 inch Public force main)

Dear Austin Airia:

This letter serves as notification from the Water & Wastewater Division (W&WWD) of the Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM), that the above referenced project has been certified by Michael Carr, P.E. Said certification, signed by the corresponding utility on 4/27/2023, indicated that the project was completed in conformance with the approved plans and specifications and/or that the Wastewater Facility Serving the Collection/Transmission System has adequate reserve capacity to accept the flow from this project.

Pursuant to the above, and inasmuch as all the specific conditions in the FDEP construction permit have been complied with, the DERM hereby clears the facilities covered under the subject project for service.

Be advised that this certification has been completed for the sewer extension portion. Therefore, this Certification letter is issued with the condition to follow up with the PSO program for the review and approval of the PSO Application and O&M Manual for PSO# 1527

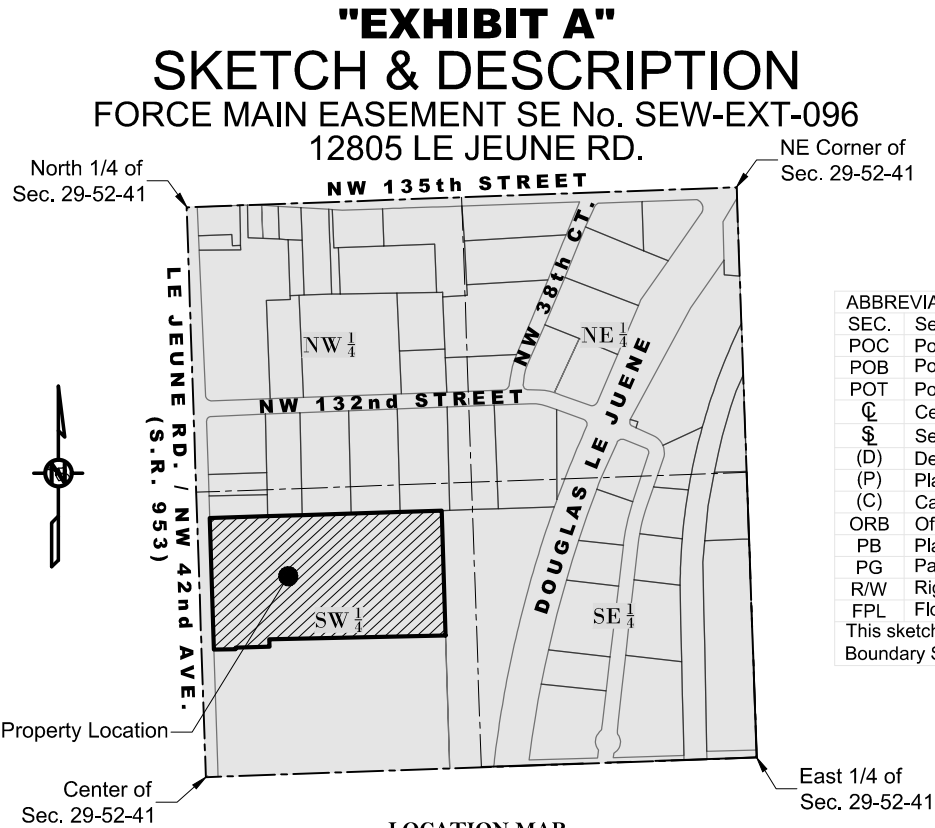
This notification does not relieve applicants from building permits requesting to connect to the sanitary sewer facilities from the requirements of a Sewer System Treatment and Transmission Certification in accordance with the terms and conditions set forth in the Consent Decree between the USEPA and Miami-Dade County (Case No. 1:12-cv-24400-FAM).

If you have any questions regarding the above, please contact Hala Mirza, Engineer, of the W&WWD at (305) 372-6920 or via email at mirzah@miamidade.gov. When referring to this project, please use the DERM project number indicated above.

Sincerely,

For:
Carlos Hernandez, P.E., Chief
Water & Wastewater Division

Cc: Paris Del Rio; via e-mail: pdelrio@prologis.com
Michael Carr, P.E; via e-mail: mcarr@Langan.com



LOCATION MAP
NE 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST,
CITY OF OPA-LOCKA,
MIAMI-DADE COUNTY, FLORIDA
SCALE - N.T.S

SURVEYOR'S NOTES:

This Description and Sketch to Accompany Legal Description **does not represent a field Boundary Survey.**

Bearings are based on an assumed meridian, where the South Line of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 52 South, Range 41 East, Miami-Dade County, Florida, bears North 86° 47' 04" East. All distances as shown are based on the US Survey foot.

The Description and Sketch is based on the Miami-Dade County Property Appraiser's Property Search Summary Report Tax Folio No. 08-2129-000-0061 and the SPECIAL WARRANTY DEED recorded in Official Records Book 33243 at Page 0026, as evidenced thereon. No title search has been conducted by nor was a title report provided to the surveyor. There may be easements, rights of way and/or other encumbrances affecting the easement area not disclosed hereon that a title report would evidence.

The Minimum Vertical Clearance of this easement is 25.00 feet above ground.

The easement strip forms a closed geometric figure.

The intent of this sanitary sewer easement is to encompass the recently installed water line and relative facilities, as shown on the sewer As-Built, prepared by Julio A. Quintana, P.S.M. Number 6214, State of Florida.

FOLIO NO. 08-2129-000-0061

 E.R. Brownell & Associates, Inc. CONSULTING ENGINEERS • SURVEYORS & MAPPERS • LAND PLANNERS 4057 SW 74th COURT MIAMI, FLORIDA, 33155 PHONE: 305-590-3999 FAX: 305-590-3970 www.ebrownell.com	OPA-LOCKA, FL 33054-4401		
	Drawn By:	JG	Job#: 58433
	Scale:	N.T.S.	Date: 06/06/2023
		Sketch No.:	SM-4449
		Sheet:	1 OF 3

"EXHIBIT A"

SKETCH & DESCRIPTION

FORCE MAIN EASEMENT SE No. SEW-EXT-096 12805 LE JEUNE RD.

LEGAL DESCRIPTION:

A 12-foot wide Miami-Dade County Sanitary Sewer Easement being that portion of the South 1210 feet of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 52 South, Range 41 East, Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the Center of Section 29, Township 52 South, Range 41 East, Miami-Dade County, Florida; thence run North 86° 47' 04" East, along the South Line of the Southwest 1/4 of the Northeast 1/4 of said Section 29, for a distance of 50.00 feet to a point of intersection with the East Right of Way Line of Le Jeune Road, also known as NW 42nd Avenue; thence run North 02° 56' 27" West, along said Right of Way Line, the same being a line which lies 50 feet East of and parallel with the West Line of the Southwest 1/4 of the Northeast 1/4 of said Section 29, for a distance of 599.15 feet to the Point of Beginning of the centerline of the 12-foot wide Miami-Dade County Utility Easement, lying 5 feet on each side of the following described centerline; thence run North 86° 30' 25" East for a distance of 86.33 feet to the Point of Termination of the 12-foot wide Miami-Dade County Utility Easement.

All lying and being in Miami-Dade County, Florida; said Miami-Dade County Utility Easement subject to dedication of records, conditions, restrictions, easements, limitations, and zoning ordinances, if any.

The side line on each of said centerline are to be lengthened and or shortened as necessary to maintain a continuous 12-foot easement along the route described.

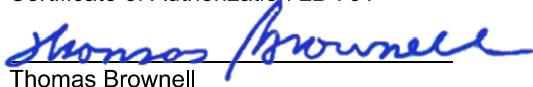
SURVEYOR'S CERTIFICATION:

This is to certify that this Legal Description and the Accompanying Sketch was prepared under my direction and that in my professional opinion is true and correct. I further certify that this SKETCH TO ACCOMPANY LEGAL DESCRIPTION meets the intent of the applicable provisions of the Standards of Practice, adopted by the Board of Professional Surveyor's and Mappers, pursuant to Chapter 472.027 Florida Statutes, as set forth in Chapter 5J-17, Florida Administrative Code.

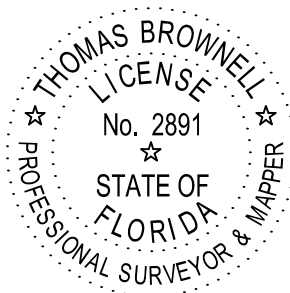
Dated: June 6, 2023

E.R. BROWNELL & ASSOCIATES, INC.

Certificate of Authorization LB 761



Thomas Brownell
Executive Vice President
Professional Land Surveyor #2891
State of Florida



The survey map and notes and/or report or the copies thereof, consisting of 3 sheets where each sheet shall not be considered full, valid and complete unless attached to the others and is not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper on Sheet 2 of 3. Any additions or deletions to the description and accompanying sketch by other than the signing party or parties is prohibited without written consent of the signing party or parties.

 CONSULTING ENGINEERS • SURVEYORS & MAPPERS • LAND PLANNERS 4057 SW 74th COURT MIAMI, FLORIDA, 33155 PHONE: 305-590-3888 FAX: 305-590-3870 WWW.ERBROWNELL.COM	OPA-LOCKA, FL 33054-4401		
	Drawn By: JG	Job#: 58433	Sketch No.: SM-4449
	Scale: N.T.S.	Date: 06/06/2023	Sheet: 2 OF 3

"LEJEUNE INDUSTRIAL PARK"
(PB 100, PG 51)

BLOCK 1

Lot 4

Lot 5

Lot 6

Lot 1

Lot 2

Lot 3

1080.91'(D)

FOLIO:

08-2129-000-0061

(A Portion of Sec. 29-52-41)

**LE JEUNE RD
(NW 42nd AVE.)**

619.21'(D)

└N86° 30' 25"E 86.33'

- Centerline of 12' Sewer Easement

-POT

158 00'(D)

-34.80'(D)

—8 00'(D)

POB 103.00'(D)
Sewer Easement

N02° 56' 27" W

East R/W Line of Le Juene Road,
also known as NW 42nd Avenue

၉

POC

Center of
e. 29-52-41

South Line of the SW 1/4
of the NE 1/4 of Sec. 29-52-41

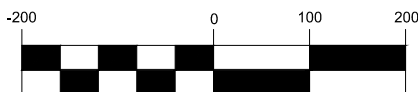
N86° 47' 04"E

-N86° 47' 04"E 50.00'

ABBREVIATIONS:

SEC.	Section
POC	Point of Commencement
POB	Point of Beginning
POT	Point of Termination
CL	Centerline
SL	Section Line
(D)	Deed Dimension
(P)	Plat Dimension
(C)	Calculated Dimension
ORB	Official Records Book
PB	Plat Book
PG	Page
R/W	Right of Way
FPL	Florida Power & Light
This sketch does not represent a field Boundary Survey	

GRAPHIC SCALE



1 inch = 200 ft. (IN FEET)

SUBJECT PROPERTY EASEMENT AREA = 1,647 SQ.FT. (+/-)



E.R. Brownell
& Associates, Inc.

OPA-LOCKA, FL 33054-4401

Drawn By: JG

Job#: 58433

Sketch No.: SM-4449

Scale: 1" = 200'

Date: 06/06/2023

Sheet: 3 OF 3

UTILITY INFRASTRUCTURE CONVEYANCE AND SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 17th day of May, 2023, by and between the Florida Governmental Utility Authority, a legal entity and public body created by Interlocal agreement pursuant to section 163.01(7), Florida Statutes (the "CITY OF OPA-LOCKA"), and Prologis 2, L.P., a Delaware limited partnership (hereinafter referred to as "Developer").

RECITALS

WHEREAS, Developer owns certain property in Opa Locka, Miami-Dade County, Florida as shown and described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property"), to be developed as Gratigny Industrial Park (hereinafter referred to as the "Project"); and

WHEREAS, Developer has requested The City of Opa-locka to accept **POTABLE WATER, AND WASTEWATER** facilities to be constructed by Developer on the Property, in order to provide **POTABLE WATER, AND WASTEWATER** to the Property, for ownership, operation and maintenance; and

WHEREAS, the City of Opa-locka has agreed to accept such facilities upon completion of same to the standards and requirements of The City of Opa-locka as outlined in all City of Opa-locka policies and procedures, including but not limited to the City of Opa-locka Water and Wastewater Service Extension Policy, as amended;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration exchanged amongst the parties, the parties hereto covenant and agree that the above recitals are true and correct and further covenant and agree, each with the other as follows:

ARTICLE I

The Developer as a party to this Agreement hereby covenants and agrees as follows:

1. To construct all lift stations and other pumping facilities in accordance with City of Opa-locka standard details, including the provision of telemetry.
2. To construct in accordance with all City of Opa-locka policies all the necessary **POTABLE WATER, AND WASTEWATER** facilities within the Property necessary to provide **POTABLE WATER, AND WASTEWATER** services to the Property.
3. That the construction of the **POTABLE WATER, AND WASTEWATER** facilities shall be in accordance with plans, specifications and engineering data prepared by a Florida registered professional engineer and approved by all appropriate regulatory agencies and The City of Opa-locka authorized representatives. Said **POTABLE WATER, AND WASTEWATER** systems shall be connected to the City of Opa-locka existing systems at the points as specified by the City of Opa-locka authorized representatives and as agreed by both parties. Any deviation from the approved plans and specifications shall require the prior approval in writing of the City of Opa-locka Director of Public Works & Utilities or his authorized representative.

4. To retain the services of a Florida registered professional engineer for the purpose of providing necessary inspection and supervision of the construction work to insure that construction is at all times in compliance with accepted sanitary engineering practices and approved plans and specifications.

5. To provide shop drawings and catalog information of the materials and equipment to be installed for City of Opa-locka approval. No construction shall commence until the shop drawings, plans and specifications are approved in writing by the City of Opa-locka Director of Public Works & Utilities or his authorized representative.

6. A preconstruction meeting with the City of Opa-locka Director of Public Works & Utilities or his authorized representative, Developer, or Developer's engineer and contractor shall be held prior to construction commencement.

7. To grant the City of Opa-locka representatives free access to the materials and the work site at all times for the purpose of inspecting same.

8. To notify the CITY OF OPA-LOCKA before any construction is begun and at the time when inspections will be required. Said notification shall be made in writing and shall be received by CITY OF OPA-LOCKA at least forty-eight (48) hours in advance of the time construction will begin or inspections required.

9. At the time when periodic inspections are required, the CITY OF OPA-LOCKA's authorized representative, together with Developer's engineer, will be present to observe and jointly witness tests for determination of conformance to approve plans and specifications.

10. Developer, during the warranty period, shall promptly correct defective work upon notification by the CITY OF OPA-LOCKA. Should Developer fail to do so within seven (7) days after written notice, CITY OF OPA-LOCKA may correct and remedy any such deficiency. All direct and indirect costs of the CITY OF OPA-LOCKA shall be charged to the Developer.

11. Developer's obligation to perform and complete the work in accordance with this Agreement shall be absolute. Neither any act of acceptance by the CITY OF OPA-LOCKA nor any failure to do so will constitute a release nor waiver of Developer's obligation to comply with all requirements set forth in this Agreement.

12. The CITY OF OPA-LOCKA shall not be required to provide POTABLE WATER, AND WASTEWATER service, except for construction water, to any area encompassed under this Agreement unless utility installation in that area has been completed, tested, certified, approved and accepted by the CITY OF OPA-LOCKA, and Developer has provided as-built drawings and related documentation. Should construction water be required, Developer shall pay at the current rate charged to commercial customers in the service area. All construction water shall be metered.

13. To indemnify and hold harmless the CITY OF OPA-LOCKA from any and all liabilities incurred by the construction and development of the POTABLE WATER, AND WASTEWATER system(s) to service the Project including all contractors and subcontractors.

14. To pay all CITY OF OPA-LOCKA Capacity Impact Fees, physical connection charges and all other CITY OF OPA-LOCKA fees and charges, after the computation of credits, if any, as provided in CITY OF OPA-LOCKA resolutions, policies and procedures.

15. To fully remedy and correct at Developer's sole expense any title defects affecting the CITY OF OPA-LOCKA's rights, incorrect easements, faulty legal descriptions or other such problems.

ARTICLE II

Upon completion, approval and acceptance of the work required to be done, Developer shall without cost to the CITY OF OPA-LOCKA:

1. Convey to the CITY OF OPA-LOCKA and its successors and assigns by good and sufficient Warranty Deed for all pumping facilities or other utility facilities for which the CITY OF OPA-LOCKA requests a fee conveyance and by a good and sufficient Utility Easement for all other facilities. Said easement shall grant the CITY OF OPA-LOCKA a perpetual right, easement and privilege to own, operate, maintain, repair and replace POTABLE WATER, AND WASTEWATER mains, connections, pumps and meters within granted easements. Developer shall also secure from each mortgagee and lienor a release or subordination of mortgagee's and lienor's interest in the deed or easement and fixtures thereon.

2. Transfer in fee simple to the CITY OF OPA-LOCKA by Bill of Sale all Developer's right, title and interest in and to all of the POTABLE WATER, AND WASTEWATER facilities, mains, pumps, connection, pipes, valves, meters and equipment installed within granted easements and rights-of-way as provided for in the plans and specifications to be prepared pursuant to the preceding Paragraph (1) above for the purpose of supplying POTABLE WATER, AND WASTEWATER service within the Property. The Bill of Sale shall include the contractor's certifications stating the cost of the installations due under this Agreement.

3. Furnish the CITY OF OPA-LOCKA with an Attorney's Affidavit confirming Developer's ability to convey the items outlined in the previous two paragraphs.

4. Furnish the CITY OF OPA-LOCKA with an Owner's Affidavit confirming that all persons, firms or corporations who furnished labor or material used directly or indirectly in the prosecution of the work required to be performed by this Agreement have been paid in full.

5. Furnish the CITY OF OPA-LOCKA with Releases of Lien from all contractors and suppliers of materials and/or labor who might have acquired an interest in the installations by the supplying of materials and/or labor or otherwise.

6. Furnish the CITY OF OPA-LOCKA with an Owner's Waiver and Release releasing all liens which Developer might have on the works/installations.

7. Furnish the CITY OF OPA-LOCKA with all manufacturers' warranties which Developer might have received or is due to receive on any part of the installations.

8. Furnish the CITY OF OPA-LOCKA with a satisfactory Contractor's Letter of Warranty, letter of credit or security bond guaranteeing installation pursuant to this Agreement against defects in material, equipment or construction for a period of not less than one (1) year from date of acceptance of same by CITY OF OPA-LOCKA.

9. Furnish all other items outlined in the Developer Utilities Conveyance Checklist as subsequently determined to be required by CITY OF OPA-LOCKA staff after review of the Project Plans. A copy of the Developer Utilities Conveyance Checklist is attached hereto as Exhibit "B."

10. In the event that on-site POTABLE WATER, AND WASTEWATER facilities are connected to the CITY OF OPA-LOCKA system(s) absent the conveyances mentioned herein, the Developer's requirement to convey said facilities to the CITY OF OPA-LOCKA shall not be waived and shall run with the land. In such event, the CITY OF OPA-LOCKA may thereafter, at any time, request conveyance of such facilities and the Developer or subsequent owner in interest shall promptly comply with said request in the manner prescribed herein. In the event the Developer or subsequent owner in interest is unwilling or unable to convey the facilities for any reason whatsoever, the CITY OF OPA-LOCKA shall have the immediate right to terminate this Agreement and services to be provided by the CITY OF OPA-LOCKA pursuant to this Agreement, without fault or breach. Notwithstanding the foregoing, the CITY OF OPA-LOCKA shall not be obligated to make any connection until the CITY OF OPA-LOCKA has received all items required as outlined on the Developer Conveyance Checklist, including but not limited to the Engineer's Certification of Construction Completion indicating that all construction has been performed in substantial conformance with the approved engineering plans and that all tests required by the Engineer and the CITY OF OPA-LOCKA have been satisfactorily performed.

11. All documents defined in this Article shall be in such form as approved by CITY OF OPA-LOCKA.

ARTICLE III

The CITY OF OPA-LOCKA and Developer hereby covenant and agree as follows:

1. The provisions of this Agreement shall be binding upon and inure to the benefit of successors and assigns in title to the Property.

2. Developer, its successors and assigns, and the owners and occupants of buildings on the Property are hereby prohibited from installing or maintaining any water supply wells or septic systems, except for irrigation purposes.

3. The CITY OF OPA-LOCKA shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves fixtures or equipment on any of the properties of the customers, consumers or users on the Property other than the POTABLE WATER, AND WASTEWATER within easements granted to the CITY OF OPA-LOCKA in accordance with the CITY OF OPA-LOCKA's policies and procedures.

4. Each customer of POTABLE WATER, AND WASTEWATER on the Property shall keep all pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said customer and within the interior lines of the lot or tract occupied by the customer in good order and condition. The sale of water to the customer shall occur at the customer's side of the meter.

5. Any temporary cessation or interruption of the furnishing of POTABLE WATER, AND

WASTEWATER to the Property at any time caused by an act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of the CITY OF OPA-LOCKA shall not constitute a breach of the provisions contained herein or impose liability upon the CITY OF OPA-LOCKA by Developer, its successors and assigns.

6. This Agreement shall be recorded by the CITY OF OPA-LOCKA among the public records of Miami-Dade County, Florida after approval by the CITY OF OPA-LOCKA's Board of Commissioners. When so recorded, owners and occupants of the Property connected to or to be connected to said POTABLE WATER, AND WASTEWATER systems of the CITY OF OPA-LOCKA shall be on notice of each and every one of the provisions of this Agreement, which shall have the same force and effect as if said owners and occupants had joined with the parties to the Agreement in the execution hereof; and the acquisition or occupancy of any part of the Property connected to or to be connected to said POTABLE WATER, AND WASTEWATER systems of the CITY OF OPA-LOCKA shall be deemed conclusive evidence of the fact that the owners and occupants have consented to and accepted the Agreement herein contained and have become bound hereby.

7. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail with return receipt requested, or other mail courier service, addressed to the party for whom it is intended, at the place specified as the place for giving of notice; the place for giving of notice shall remain in such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice, to wit:

FOR THE CITY OF OPA-LOCKA:

City of Opa-locka
Director of Public Works & Utilities
780 Fisherman Street
Opa-locka, Florida 33054

FOR DEVELOPER:

Paris Del Rio
Prologis 2, L.P
8355 NW 12th St.
Doral, Florida 33126

Notice so addressed and sent by certified mail with return receipt requested or other mail service shall be deemed given when it is deposited with the mailing service unless otherwise provided herein.

8. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Miami-Dade County, Florida, with all recordation expenses, including the CITY OF OPA-LOCKA's costs for recording, to be paid by Developer.

9. That the execution of this Agreement by the CITY OF OPA-LOCKA shall not be construed as a precedent for the acceptance by the CITY OF OPA-LOCKA of other potable water, reclaimed water and/or wastewater facilities constructed or to be constructed by Developer or others, on other properties.

10. No substance other than Domestic Wastewater, as such term is defined by the Florida Department of Environmental Protection, or a successor agency with jurisdiction over same (the "FDEP"), shall be placed into the wastewater system and delivered to a CITY OF OPA-LOCKA line. Should any discharge to the wastewater system not meet Domestic Wastewater criteria as set forth by the FDEP, Developer, or any subsequent owner in interest, shall become subject to the CITY OF OPA-LOCKA Industrial Pretreatment Standards as said standards exist at that time, and a separate agreement shall be required for the CITY OF OPA-LOCKA to provide such service.

11. This Agreement is intended to supplement the policies and procedures of the CITY OF OPA-LOCKA. This Agreement is not intended to replace any provisions of, or relieve Developer of the obligation to comply fully with, all policies and procedures of the CITY OF OPA-LOCKA. To the extent that any direct conflict arises between the terms of this Agreement and the term of any CITY OF OPA-LOCKA resolution or other CITY OF OPA-LOCKA policies and procedures, the other CITY OF OPA-LOCKA policies and procedures shall control over the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

Florida Governmental:
Utility Authority

ATTEST:

City Clerk

BY: _____
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
CITY OF OPA-LOCKA
ATTORNEY

Signed, sealed and delivered
in the presence of:

[Signature]

Witness

Danny Rivas

Print Name

[Signature]

Witness

Andres Cio

Print Name

State of FLORIDA
County of MICHI-GAN

The foregoing instrument was acknowledged before me this 10th day of May, 2023 by Paris Del Rio, Vice President of AMB Property Holding Corporation, a Maryland corporation, the general partner of Prologis 2, L.P., a Delaware limited partnership, on behalf of the Developer. He/she is personally known to me or has produced N/A as identification.



NATALIE GONZALEZ
Commission # HH 055405
Expires October 21, 2024
Bonded Thru Budget Notary Services

DEVELOPER:
PROLOGIS 2, L.P.,
a Delaware limited partnership

BY: AMB PROPERTY HOLDING CORPORATION

a Maryland corporation

By: [Signature]

Paris Del Rio, Vice President

Name typed: Natalie Gonzalez
Notary Public Commission # HH 055405
My Commission Expires: 10/21/2024

Exhibit "A"

Provide Legal Description and small scale graphic depiction.

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

PARCEL ONE:

THE SOUTH 1,210 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OFF SECTION 29, TOWNSHIP 52 SOUTH RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THERE FROM THE EAST 150 FEET THEREOF, AND LESS THE WEST 35 FEET THEREOF.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE CENTER OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH $86^{\circ}47'04''$ EAST FOR 50.0 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE CONTINUE NORTH $86^{\circ}47'04''$ EAST ALONG THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$, OF THE NORTHEAST $\frac{1}{4}$, OF SAID SECTION 29 FOR A DISTANCE OF 1,082.58 FEET TO A POINT ALONG A LINE PARALLEL TO AND 150 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$, OF THE NORTHEAST $\frac{1}{4}$, OF SAID SECTION 29; THENCE RUN NORTH $03^{\circ}01'03''$ WEST ALONG SAID PARALLEL LINE FOR 629.10 FEET TO A POINT ; THENCE RUN SOUTH $86^{\circ}47'04''$ WEST FOR 820.67 FEET TO A POINT ; THENCE RUN SOUTH $02^{\circ}36'27''$ EAST FOR A DISTANCE OF 34.80 FEET TO A POINT ; THENCE RUN SOUTH $87^{\circ}03'33''$ WEST FOR 158.00 FEET TO A POINT; THENCE RUN SOUTH $02^{\circ}56'27''$ EAST FOR 8.00 FEET; THENCE RUN SOUTH $87^{\circ}03'33''$ WEST FOR 103.0 FEET TO THE EAST RIGHT OF WAY LINE OF LEJEUNE ROAD (NW 42 AVENUE); THENCE RUN SOUTH $02^{\circ}56'27''$ EAST ALONG SAID EAST RIGHT OF WAY FOR 590.79 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL ONE AS ALSO DESCRIBED:

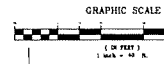
COMMENCE AT THE CENTER OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH $86^{\circ}47'04''$ EAST ALONG THE CENTER SECTION LINE FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY MARGIN OF LE JEUNE ROAD, ALSO KNOWN AS NW 42ND AVENUE; THENCE RUN NORTH $02^{\circ}56'27''$ WEST ALONG SAID RIGHT OF WAY MARGIN FOR A DISTANCE OF 590.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $02^{\circ}56'27''$ WEST ALONG SAID RIGHT OF WAY MARGIN FOR A DISTANCE OF 619.21 FEET TO AN $\frac{1}{2}$ " IRON PIN; THENCE LEAVING SAID RIGHT OF WAY MARGIN RUN NORTH $87^{\circ}47'03''$ EAST FOR A DISTANCE OF 1080.91 FEET TO A REBAR; THENCE RUN SOUTH $03^{\circ}01'03''$ EAST FOR A DISTANCE OF 580.90 FEET TO A REBAR; THENCE RUN SOUTH $86^{\circ}47'04''$ WEST FOR A DISTANCE OF 820.67 FEET TO A PK NAIL; THENCE

RUN SOUTH 02°36'27" EAST FOR A DISTANCE OF 34.80 TO A PK NAIL;
THENCE RUN SOUTH 87°03'33" WEST FOR A DISTANCE OF 158.00 FEET TO A
PK NAIL; THENCE RUN SOUTH 02°56'27" EAST FOR A DISTANCE OF 8.00
FEET TO A PK NAIL; THENCE RUN SOUTH 87°03'33" WEST FOR A DISTANCE
OF 103.00 FEET TO A POINT AND BEING BACK AT THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE RECIPROCAL EASEMENT FOR INGRESS AND EGRESS AS SET
FORTH IN THAT CERTAIN DOCUMENT ENTITLED "EASEMENT AGREEMENT" BY AND
BETWEEN AMERICAN FRUIT & PRODUCE CORP., A FLORIDA CORPORATION AND
AMERICAN LAND HOLDINGS OF OPA-LOCKA, LLC, A FLORIDA LIMITED
LIABILITY COMPANY, RECORDED MARCH 1, 2013 AS BOOK 28511 PAGE 4338
OF OFFICIAL RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

BOUNDARY SURVEY GRATIGNY 15



PROLOGIS LOGISTICS SERVICES INCORPORATED
(ORR 30601, PG. 840)
(WAIVER OF PLAT - ORR 27899, PG. 1132)
CALCULATED
535 940 S.F. ± 7 14 60 ACRES

(UNDER CONSTRUCTION)

NOT A PART

CUT OUT PARCELS "B"
(ORR 27899, PG. 1132)
AMERICAN LAND HOLDINGS OF OPA LOGICA LLC

BOUNDARY SURVEY
GRATIGNY 15

LUDOVICI & ORANGE
CIVIL ENGINEERS & SURVEYORS, INC.
1000 N. 11TH STREET, SUITE 100
DENVER, CO 80202
TEL: 303.733.4400 FAX: 303.733.4401
WWW.LUDOVICI-ORANGE.COM

DATE: 08/04/16
SCALE: AS NOTED
SHEET: 2 OF 2 SHEETS

Exhibit B
Utilities Conveyance Checklist

WARRANTY

This Warranty hereby made and entered into this 12th day of April, 2023, by **THE REDLAND COMPANY, INC, A FLORIDA CORPORATION**, whose mailing address is: 48 NE 15th ST., HOMESTEAD, FL 33030, who does hereby warrant to **City of Opa-Locka** and the **City of Opa-Locka Water and Sewer Department** ("DEPARTMENT") the property described below to be free from defects in materials and workmanship for a period of one (1) year from the date hereof:

All water and sewer facilities built and constructed to serve **Gratigny Industrial Park, City of Opa-Locka Water and Sewer Department, & The City of Opa-Locka**, Miami-Dade County, Florida, as shown on **Exhibit "A"** attached hereto and made a part hereof and as more particularly described on **Exhibit "B"** attached hereto and made a part hereof.

The undersigned shall at no cost to the **City of Opa-Locka & Department**, replace or otherwise remedy such defects to the full and complete satisfaction of the **City of Opa-Locka** and the **DEPARTMENT**.

IN WITNESS WHEREOF, the undersigned has executed this warranty by its duly authorized officers or representatives on the day and year above written.

WITNESSETH:

**THE REDLAND COMPANY, INC, A
FLORIDA CORPORATION**

Signature

Print name

Signature

Print name

By:

Signature of President

Print name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 15th day of May, 2023 by Charles H. Munz as President of **THE REDLAND COMPANY, INC, A FLORIDA CORPORATION**. He/She is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC

PRINT NAME



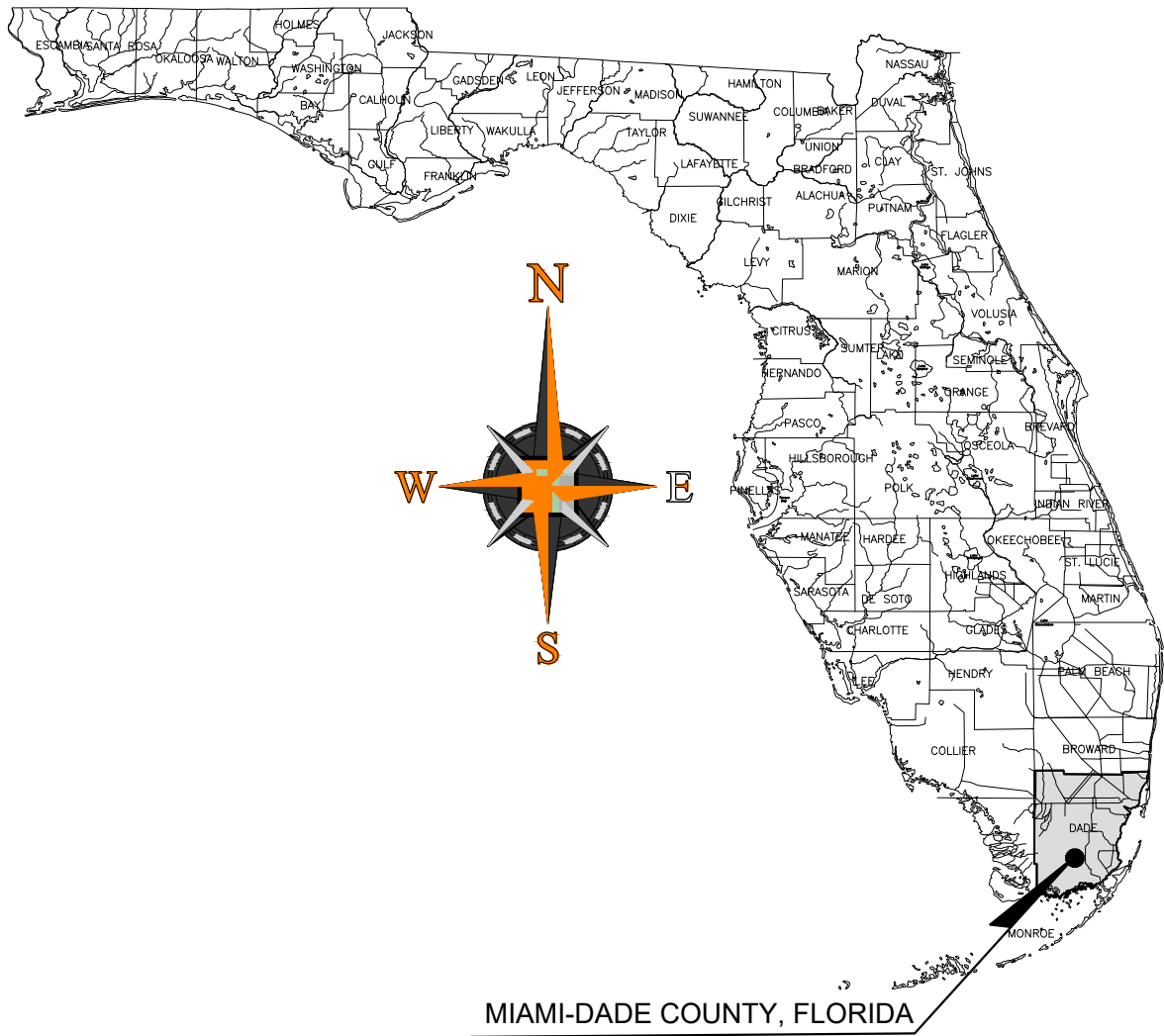
Tina Marie Vosburgh
My Commission # HH27197
Expires August 3, 2024
Bonded Through
Western Surety Company

SERIAL NUMBER

GRATIGNY INDUSTRIAL PARK

OPA-LOCKA, MIAMI-DADE COUNTY FLORIDA

WATER AS BUILT

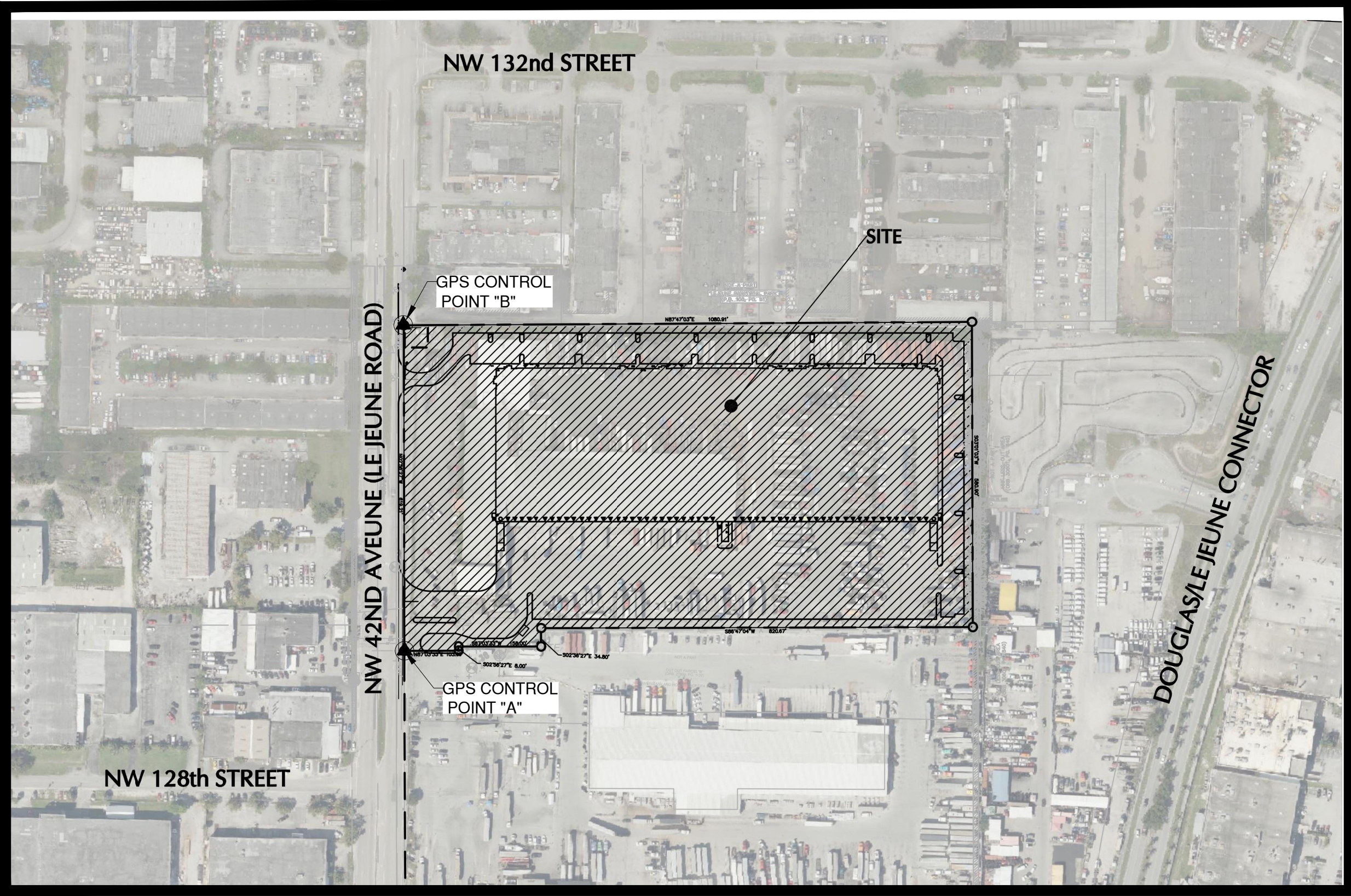


ABBREVIATIONS:

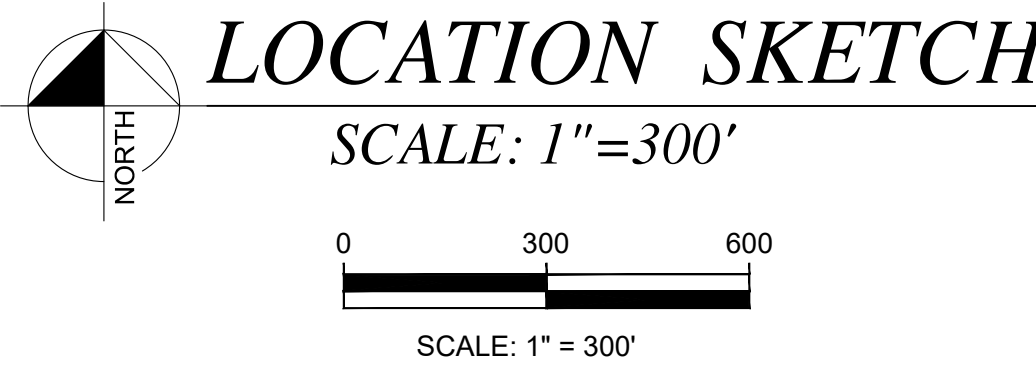
Ass. ASSEMBLY
MH. MANHOLE
WM. WATER MAIN
SEW. SEWER
INV. INVERT
SAN. SANITARY
C.O. CLEANOUT
FM. FORCE MAIN
S.P. SAMPLE POINT
AC. ASBESTOS CEMENT PIPE
V.C.P. VITRIFIED CLAY PIPE
C.I.P. CAST IRON PIPE
HDPE. HIGH DENSITY POLYETHYLENE
R.C.P. REINFORCED CONCRETE PIPE
P.V.C. POLY VINYL CHLORIDE
D.I.P. DUCTILE IRON PIPE
Galv. GALVANIZED
POLY. PIPE. POLYETHYLENE PIPE
T.O.P. TOP OF PIPE
BOT. BOTTOM
P.B. PLAT BOOK
PG. PAGE
R/W. RIGHT OF WAY
F.S. FLORIDA STATUE
O.R.B. OFFICIAL RECORDS BOOK
N.G.V.D. NATIONAL GEODETIC VERTICAL DATUM
N.A.V.D. NORTH AMERICAN VERTICAL DATUM
C.O.M. CITY OF MIAMI DATUM
B. BASE LINE
P. PROPERTY LINE
C. CENTER LINE
M. MONUMENT LINE
N. NORTH
E. EAST
S. SOUTH
W. WEST
F.F. FINISH FLOOR
LF. LINEAR FEET
LT. LEFT TURN
LAT. LATERAL
RT. RIGHT TURN
B.E. BUFFER EASEMENT
GV. GATE VALVE
FH. FIRE HYDRANT
DDCV. DOUBLE DETECTOR CHECK VALVE
FDC. FIRE DEPARTMENT CONNECTION
PIV. POST INDICATOR VALVE
FVO. FLUSHING VALVE OUTLET
R.P.Z.B.P. REDUCER PRESSURE ZONE BACKFLOW PREVENTER
P.V.B. PRESSURE VACUUM BREAKER
CORP. STOP. CORPORATION STOP
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.O.T. POINT OF TERMINATION
S.D. STORM DRAINAGE
WS. WATER SERVICE
FL. FIRE LINE
B.F.V. BUTTERFLY VALVE
STA. 0+00 Station Equation
STA. 0+00 Station Equation

AS-BUILT LEGEND:

EXIST. GATE VALVE
NEW GATE VALVE, B.F.V.
TAPPING SLEEVE & VALVE
PLUG & F.V.O.
REDUCER
PLUG
TEE
BEND HORIZONTAL (90°, 45°)
BEND VERTICAL
COUPLING SLEEVE
EXIST. FIRE HYDRANT
NEW FIRE HYDRANT ASSEMBLY
CHECK VALVE BURIED
CHECK VALVE IN MANHOLE
ABANDONED OR REMOVED
P.I.V.
CLEANOUT
AIR RELEASE
CORP. STOP
DUAL SERVICE
2" SERVICE
4" SERVICE
DDCV
DDCV (VERTICAL)
R.P.Z.
P.V.B.
F.D.C
Irrigation or Domestic Service
SIGN
ANCHOR
WOOD POLE
DROP INLET
PROPERTY LINE
RIGHT OF WAY LINE
CENTER LINE
EXIST. WATER MAIN
NEW WATER MAIN



SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST



STATE PLANE COORDINATE CONTROL POINTS

GPS CONTROL POINT	NORTHING 83/90	EASTING 83/90	ELEVATION (N.G.V.D. - 29)	DESCRIPTION	LOCATION
GPS CONTROL POINT "A"	N= 566655.1002	E= 897036.0290	7.17'	FND P.K & DISC IN TOP OF SIDEWALK	1124.60' South to Center Line of NW 132nd STREET 50.00' East to Center Line of NW 42nd AVENUE
GPS CONTROL POINT "B"	N= 567274.3973	E= 897015.4898	7.48'	FND P.K & DISC IN TOP OF SIDEWALK	504.99' South to Center Line of NW 132nd STREET 50.00' East to Center Line of NW 42nd AVENUE

LEGAL DESCRIPTION:

FOLIO: 08-2129-000-0061

The South 1210 FEET OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OFF SECTION 29, TOWNSHIP 52 SOUTH RANGE 41 EAST, DADE COUNTY, FLORIDA, LESS AND EXCEPT THERE FROM THE EAST 150 FEET THEREOF, AND LESS THE WEST 36 FEET THEREOF.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE CENTER OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, OF MIAMI DADE COUNTY, FLORIDA; THENCE RUN NORTH 86°47'04" EAST FOR 50.0 FEET TO THE POINT OF BEGINNING OF PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE CONTINUE NORTH 86°47'04" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST ¼, OF THE NORTHEAST ¼ OF SAID SECTION 29 FOR A DISTANCE OF 1,082.58 FEET TO A POINT ALONG A LINE PARALLEL TO AND 150 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST ¼, OF THE NORTHEAST ¼, OF SAID SECTION 29; THENCE RUN NORTH 03°01'03" WEST ALONG SAID PARALLEL LINE FOR 629.10 FEET TO A POINT; THENCE RUN SOUTH 86°47'04" WEST FOR 820.67 FEET TO A POINT; THENCE RUN SOUTH 02°36'27" EAST FOR A DISTANCE OF 34.80 FEET TO A POINT; THENCE RUN SOUTH 87°03'33" WEST FOR 158.00 FEET TO A POINT; THENCE RUN SOUTH 02°56'27" EAST FOR 8.00 FEET; THENCE RUN SOUTH 87°33'33" WEST FOR 103.0 FEET TO THE EAST RIGHT OF WAY LINE OF LEJEUNE ROAD (NW 42 AVENUE) THENCE RUN SOUTH 02°56'27" EAST ALONG SAID EAT RIGHT OF WAY FOR 590.76 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER SECTION 29, TOWNSHIP 29 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 86°47'04" EAST ALONG THE CENTER SECTION LINE FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY MARGIN OF LEJEUNE ROAD, ALSO KNOWN AS NW 42ND AVENUE; THENCE RUN NORTH 02°56'27" WEST ALONG SAID RIGHT OF WAY MARGIN FOR A DISTANCE OF 590.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°56'27" WEST ALONG SAID RIGHT OF WAY MARGIN FOR A DISTANCE OF 619.21 FEET TO AN ¾" IRON PIN; THENCE LEAVING SAID RIGHT OF WAY MARGIN NORTH 87°47'03" EAST FOR A DISTANCE OF 1080.91 FEET TO A REBAR; THENCE RUN SOUTH 03°01'03" WEST FOR A DISTANCE OF 580.90 FEET TO A REBAR; THENCE RUN SOUTH 86°47'04" WEST FOR A DISTANCE OF 820.67 FEET TO A PK NAIL; THENCE RUN SOUTH 02°36'27" EAST FOR A DISTANCE OF 34.80 FEET TO A PK NAIL; THENCE RUN SOUTH 87°03'33" WEST FOR A DISTANCE OF 158.00 FEET TO A PK NAIL; THENCE RUN SOUTH 02°56'27" FOR A DISTANCE OF 8.00 FEET TO A PK NAIL; THENCE RUN SOUTH 87°03'33" WEST FOR A DISTANCE OF 103.00 FEET TO A POINT AND BEING BACK AT THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

- THIS IS NOT A BOUNDARY SURVEY
- REPRODUCTIONS OF THIS DRAWING ARE NOT VALID UNLESS EMBOSSED WITH THE OFFICIAL SEAL OF THE SURVEYOR.
- TYPE OF SURVEY: WATER MAIN AS-BUILT
- TRANSAMERICA, ESM, INC. CARRIES PROFESSIONAL LIABILITY INSURANCE
- ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29)
- THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.04'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.04'.
- ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD U.S. FOOT
- a) BENCH MARK USED: MIAMI-DADE BENCHMARK NAME N-560 Locator 2144 NW Elevation: 6.17' (NGVD 29) Elevation: 4.68' (NAVD 88)

- LOCATION:
- NW 135 STREET 640' North of center line
NW 42 AVENUE 34.2' East of center line
- DESCRIPTION: P.K Nail and Brass washer in flow line of conc curb and gutter.
- b) BENCH MARK USED: MIAMI-DADE BENCHMARK NAME N-585 Locator 2003 S Elevation: 8.33' (NGVD 29) Elevation: 6.84' (NAVD 88)
- LOCATION:
- NW 145 STREET 199' South of Center Line
NW 57 AVENUE 3' East of east edge of pavement
- DESCRIPTION: P.K Nail and Brass washer in conc sidewalk.
- 9) THE HORIZONTAL CONTROL ELEMENT OF THIS AS-BUILT SURVEY WAS DERIVED FROM THE NORTH AMERICAN DATUM 83/1993 AS IMPLEMENTED BY MIAMI-DADE WATER & SEWER DEPARTMENT GPS/GIS PROJECT MASTER CONTROL.

STATE PLANE COORDINATE SYSTEM

STATE PLANE ZONE (FLORIDA EAST 0901)
HORIZONTAL DATUM: NAD 83 (1993)

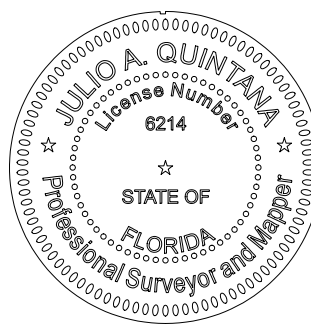
Points (Northing and Easting) as depicted on the survey are based on the North American Datum (NAD) 1983/1993 adjustment. global positioning systems (G.P.S.) measurements were Conducted in the field to acquire said coordinates values, based on the following horizontal control stations:

- ESTABLISHING AGENCY: MIAMI-DADE COUNTY WATER & SEWER DEPT. GPS/GIS PROJECT.
STATE/COUNTY: FLORIDA/MIAMI-DADE COUNTY
STATION IDENTIFICATION: 7
STATION NAME: LAKES
DATUM: NAD 83 (1993)
LATITUDE: 25° 55' 7.364921" NORTH
LONGITUDE: 80° 18' 26.978552" WEST
NORTHING: 576747.564 US FEET
EASTING: 883780.155 US FEET
STATION DESCRIPTION: The station is located northeast of the intersection of Miami Lakes Way and NW 67 Av. and is just north of the northwest corner of the parking lot for Miami Lakes Middle School. The mark is a concrete with a METRO-DADE GPS CONTROL PT. brass disk and is stamped "LAKES".
- ESTABLISHING AGENCY: MIAMI-DADE COUNTY WATER & SEWER DEPT. GPS/GIS PROJECT.
STATE/COUNTY: FLORIDA/MIAMI-DADE COUNTY
STATION DESIGNATION: OPA
STATION NAME: ARP 2 1967
DATUM: NAD 83 (1993)
LATITUDE: 25° 54' 27.851680" NORTH
LONGITUDE: 80° 16' 47.161934" WEST
NORTHING: 465905.784 US FEET
EASTING: 859130.231 US FEET
STATION DESCRIPTION: See published NGS control data sheets for complete recovery descriptions.

10.) FIELD DATE: February 15, 2023

CERTIFIED TO: CITY OPA-LOCKA

I HEREBY CERTIFY THAT THE AS-BUILT SURVEY MAP IS TRUE AND CORRECT AND WAS MADE UNDER MY DIRECT SUPERVISION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THRU 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE. PURSUANT TO CHAPTER 472.027, FLORIDA STATUTE. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.



Julio A. Quintana P.S.M.
PROFESSIONAL SURVEYOR & MAPPER.
STATE OF FLORIDA REG. No. 6214

INDEX OF SHEET

SHEET W-1 COVER SHEET
SHEET W-2 WATER MAIN PLAN VIEW SHEET
SHEET W-3 WATER PROFILE SHEET

GRATIGNY INDUSTRIAL PARK
COVER SHEET

12805 NW LE JEUNE ROAD, OPA-LOCKA, FLORIDA 33054

TRANSAMERICA, ESM INC.
PROFESSIONAL LAND SURVEYOR AND MAPPER
LE #6018
675 WEST 10th STREET HIALEAH, FL 33014
CELL: (305) 402-4475
MOBILE: (305) 402-4475
E-MAIL: QUINTANA_J@COMCAST.NET
TransamericaSurvey.com
Quintana_J@Transamericasurvey.com

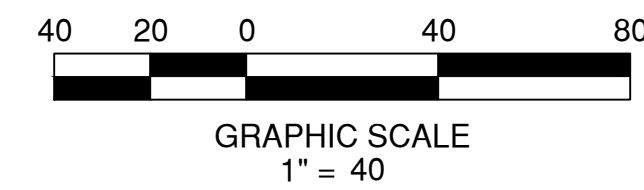
TA
Job No.: 22-008
Date: 2-21-2023
Drawn by: M.Ibarra
Approved by: J.A.Quintana
Scale: AS-SHOWN
Cad File: 22-008 GRATIGNY INDUSTRIAL PARK
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W-1
SHEET 1 OF 3

WE No. WAT-EXT-00116

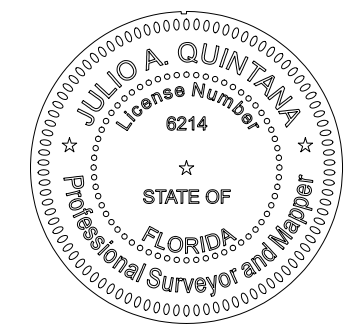
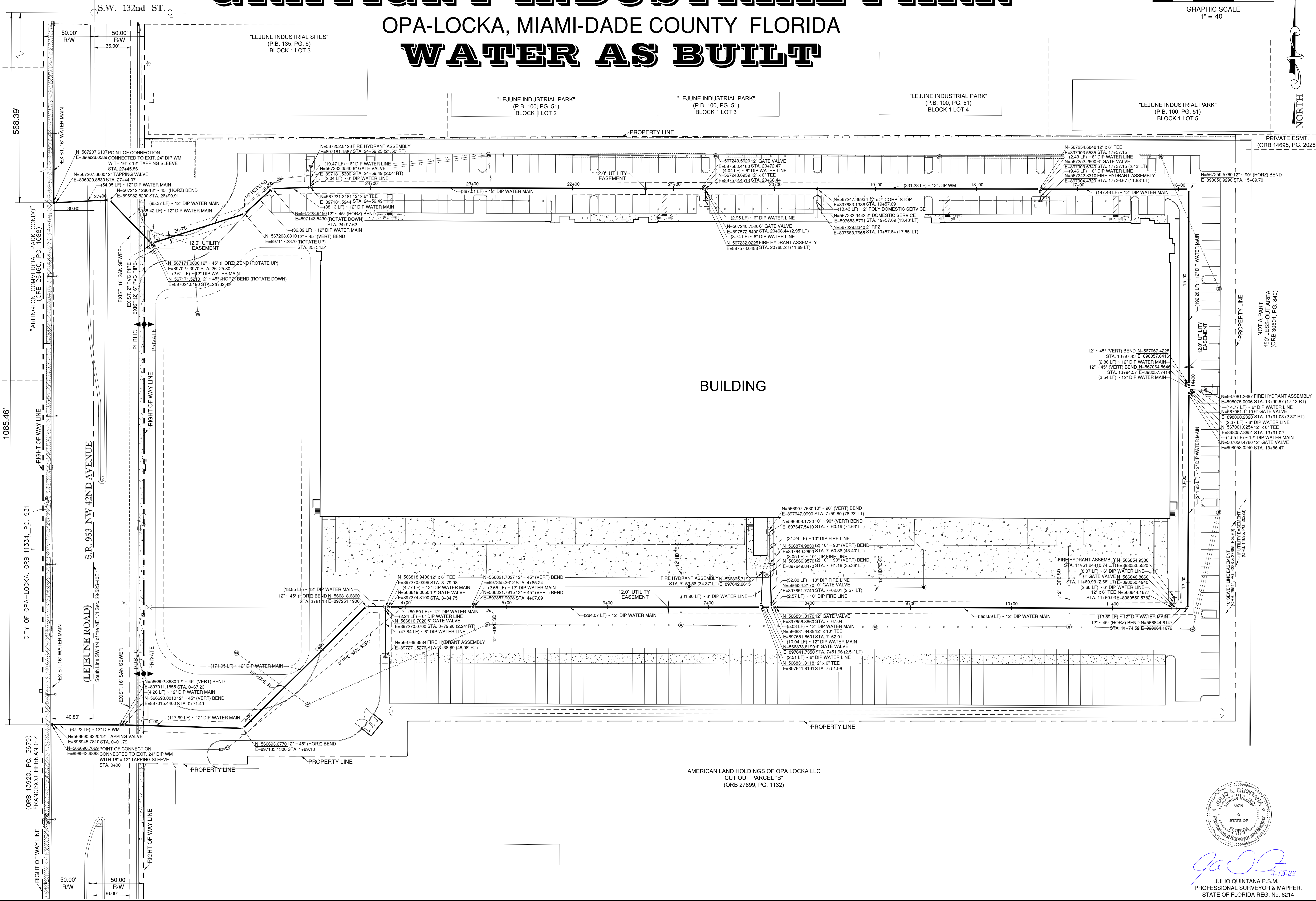
GRATIGNY INDUSTRIAL PARK

OPA-LOCKA, MIAMI-DADE COUNTY FLORIDA

WATER AS BUILT



NO.	DATE	REVISIONS
1	3-31-2023	REVISED AS PER ENGINEER'S COMMENTS



Julio A. Quintana
4-13-23
JULIO QUINTANA P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA REG. NO. 6214

GRATIGNY INDUSTRIAL PARK

WATER PLAN VIEW SHEET

12805 NW LE JEUNE ROAD, OPA-LOCKA, FLORIDA 33054

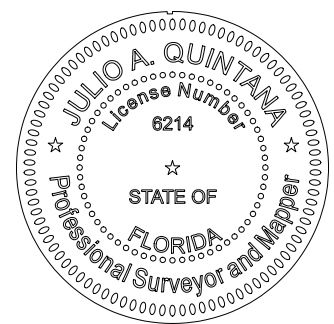
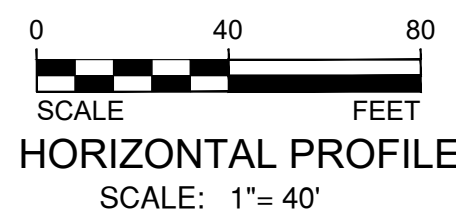
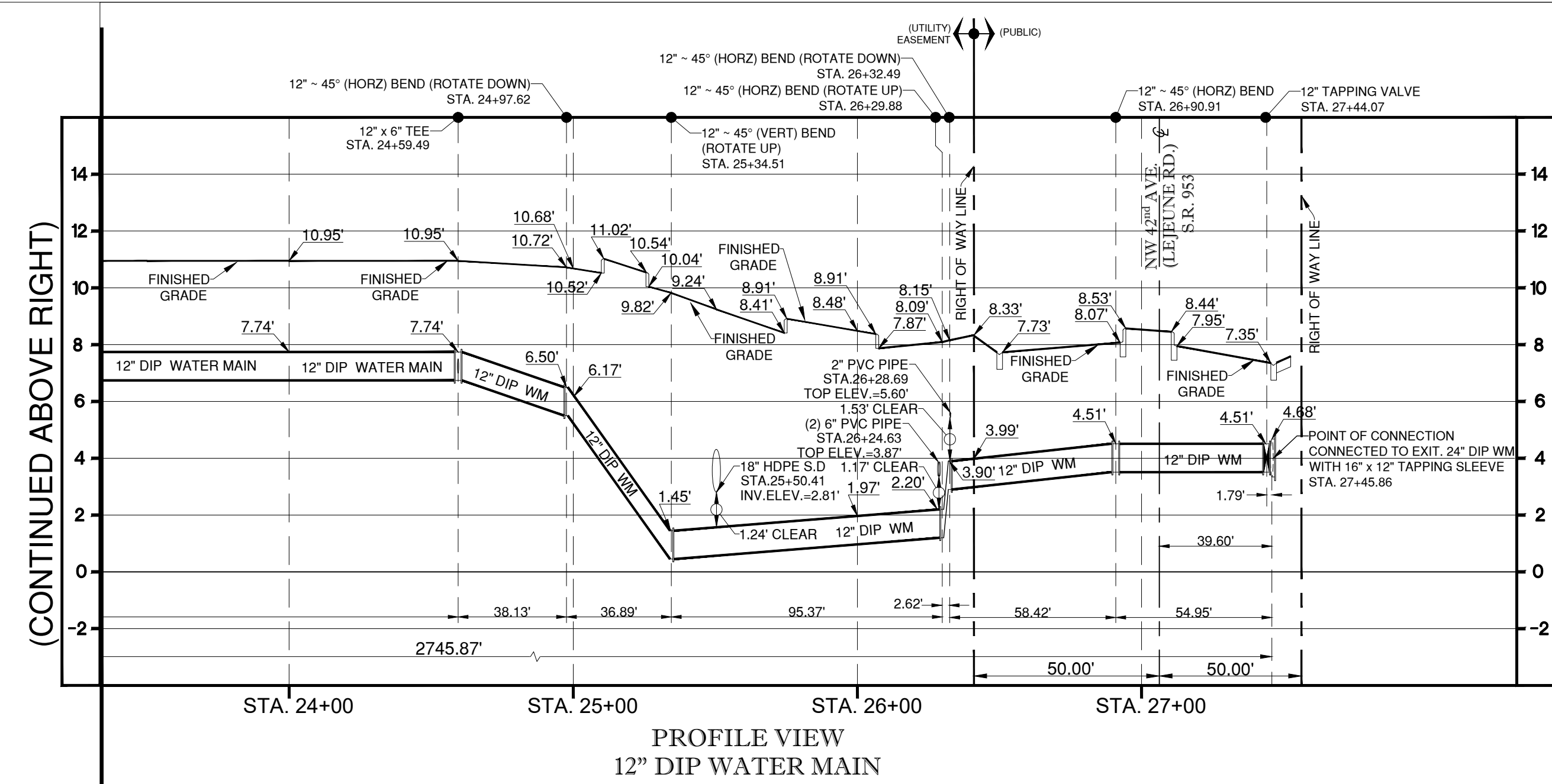
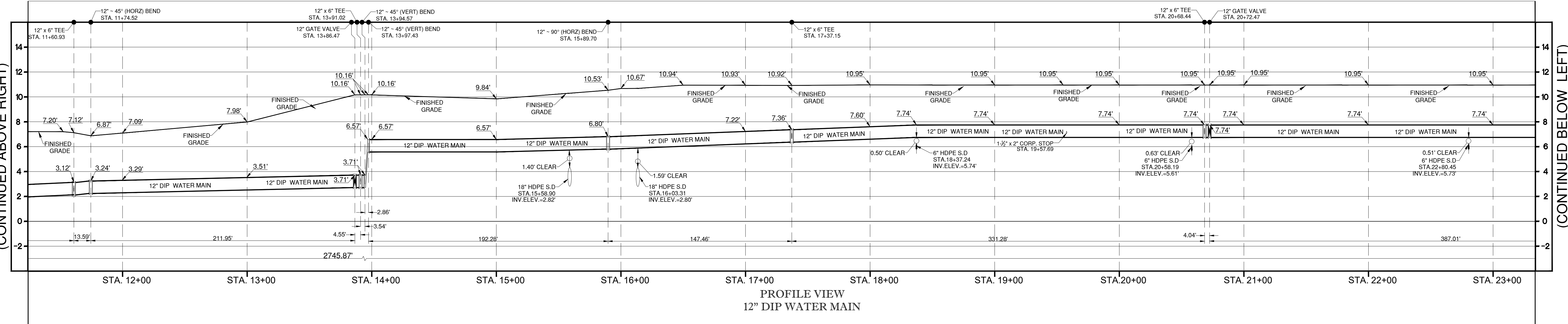
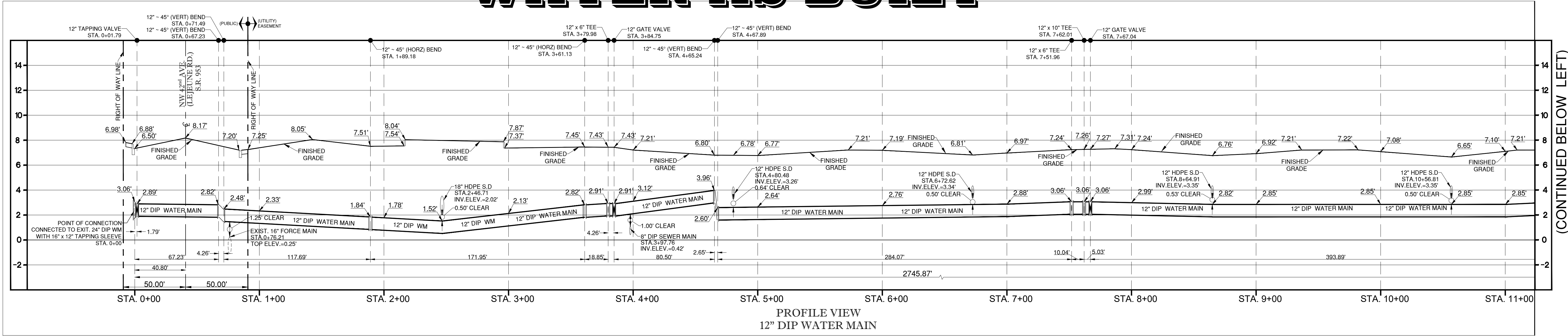
TRANSAMERICA, ESM INC.
PROFESSIONAL LAND SURVEYOR AND MAPPER
LE #0018
675 WEST 7TH STREET HALEAH, FL 33014
TEL: (888) 333-3333
MOBILE: (786) 402-4475
E-MAIL: QUINTANA_J@COMCAST.NET
TransamericaSurvey.com
Quintana_J@TransamericaSurvey.com

TA
Job No.: 22-008
Date: 2-21-2023
Drawn by: M.Ibarra
Approved by: J.A. Quintana
Scale: 1" = 40'
Cad File: 22-008 GRATIGNY INDUSTRIAL PARK
INDUSTRIAL PARK
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Sheet Number
W-2
SHEET 2 OF 3

GRATIGNY INDUSTRIAL PARK

OPA-LOCKA, MIAMI-DADE COUNTY FLORIDA

WATER AS BUILT



Julio A. Quintana
4-13-23
JULIO QUINTANA P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA REG. NO. 6214

BY	DATE	REVISIONS
No.	1	3-31-2023
		REVISED AS PER ENGINEER'S COMMENTS
		M.I.

GRATIGNY INDUSTRIAL PARK
WATER PROFILE VIEW

12805 NW LE JEUNE ROAD, OPA-LOCKA, FLORIDA 33054

Project: TRANSAMERICA, ESM INC.
PROFESSIONAL LAND SURVEYOR AND MAPPER
LB #6018
675 WEST 10th STREET HIALEAH, FL 33014
OFFICE: (305) 422-4475
MOBILE: (786) 402-4475
E-MAIL: JQUINTANA@COMCAST.NET
TransamericaSurvey.com
Quintana_J@Transamericasurvey.com

TA
Job No.: 22-008
Date: 2-21-2023
Drawn by: M.Ibarra
Approved by: J.A. Quintana
Scale: 1"=40'H 1"=4'V
Cad File: 22-008 GRATIGNY INDUSTRIAL PARK
(This Page is Not Valid Without The Other Sheet Number)
W-3
SHEET 3 OF 3



Delivering Excellence Every Day

EXHIBIT B

Miami-Dade Water and Sewer Department Water Bill of Materials /Cost Breakdown For Donation Projects

Agreement ID#:

WB/DW:

WE No. WAT-EXT-00116

Project Name:

GRATIGNY INDUSTRIAL PARK

Project Location:

12805 NW LE JEUNE ROAD OPA-LOCKA, FLORIDA 33054

Contractor:

THE REDLAND COMPANY, INC.

Operations Manager:

OWEN H. CARNEY

	TYPE/Material	SIZE	Quantity		Minimum Unit Cost	Actual Unit Cost	Total Cost
** Local Water Main incl/Fittings DISTRIBUTN	D.I.P.	6"	0	L.F.	\$60.00	\$60.00	\$0.00
	D.I.P.	8"	0	L.F.	\$70.00	\$70.00	\$0.00
	D.I.P.	12"	2,746	L.F.	\$80.00	\$80.00	\$219,680.00
	D.I.P.	16"	0	L.F.	\$130.00	\$130.00	\$0.00
** Regional Water Main incl/Fittings DISTRIBUTN	D.I.P.	24"	0	L.F.	\$140.00	\$140.00	\$0.00
	D.I.P.	36"	0	L.F.	\$210.00	\$210.00	\$0.00
Valves: DISTRIBUTN	Gate/Tapping	6"	0	Each	\$600.00	\$600.00	\$0.00
	Gate/Tapping	8"	0	Each	\$920.00	\$920.00	\$0.00
	Gate/Tapping	12"	4	Each	\$2,300.00	\$2,300.00	\$9,200.00
	Gate/Tapping	16"	0	Each	\$5,100.00	\$5,100.00	\$0.00
Water Service: DISTRVCS	Single	1"	0	Each	\$1,800.00	\$1,800.00	\$0.00
	Dual	1"	0	Each	\$1,900.00	\$1,900.00	\$0.00
	2" Service	2"	1	Each	\$2,300.00	\$2,300.00	\$2,300.00
	4" Service	4"	0	Each	\$3,300.00	\$3,300.00	\$0.00
	Turbo	4"	0	Each	\$11,500.00	\$11,500.00	\$0.00
	Turbo	6"	0	Each	\$11,800.00	\$11,800.00	\$0.00
	Turbo	8"	0	Each	\$12,100.00	\$12,100.00	\$0.00
	Turbo	10"	0	Each	\$12,400.00	\$12,400.00	\$0.00
Fireline Lateral: DISTRVCS	D.I.P.	4"	0	Each	\$3,200.00	\$3,200.00	\$0.00
	D.I.P.	6"	0	Each	\$3,500.00	\$3,500.00	\$0.00
	D.I.P.	10"	1	Each	\$5,300.00	\$5,300.00	\$5,300.00
Fire Hydrant: DISTRHYDR	D.I.P.	6"	7	Each	\$3,900.00	\$3,900.00	\$27,300.00
Bond Amount (WASD) \$					Total Project Cost \$		\$263,780.00

*Restoration and labor must be included in unit costs

**Regional :- WM 24-inches or greater Local:- WM less than 24-inches

The back of this document may be used to write in additional information if needed.

Certified by contractor:

Signature:

Print:

Alejandro Echeverry

Company: **THE REDLAND COMPANY, INC**

Title: **PROJECT MANAGER**

Date: 4/28/2023

Type, size & quantity Inspected by:

Signature:

Print:

MICHAEL CARNEY

Date: 7/11/23

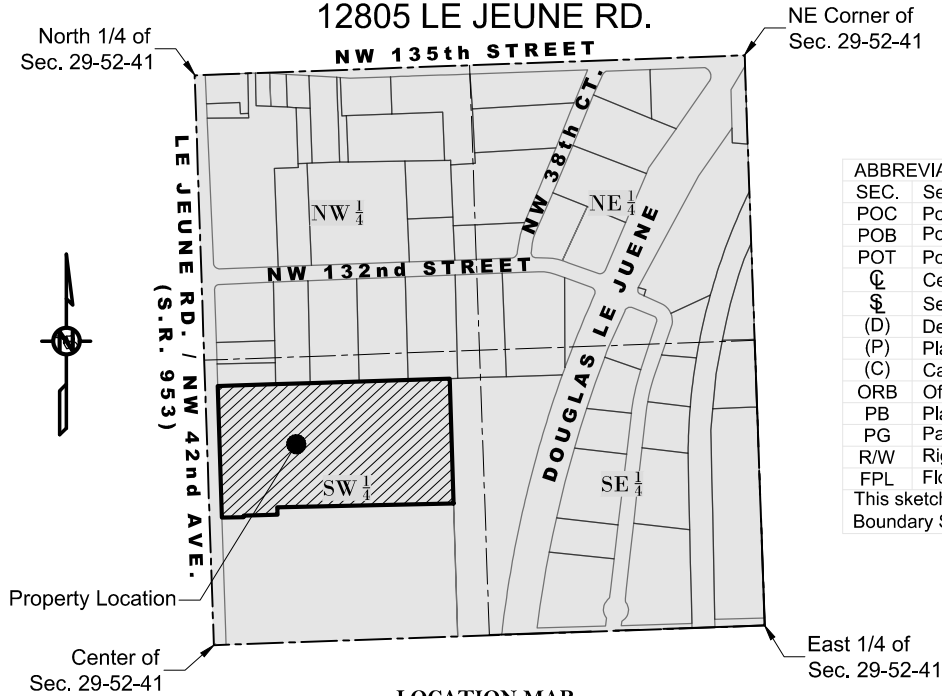
Received by New Business Rep:

Signature:

Print:

Date: _____

"EXHIBIT A"
SKETCH & DESCRIPTION
WATER EASEMENT WE No. WAT-EXT-00116
12805 LE JEUNE RD.



ABBREVIATIONS:	
SEC.	Section
POC	Point of Commencement
POB	Point of Beginning
POT	Point of Termination
CL	Centerline
SL	Section Line
(D)	Deed Dimension
(P)	Plat Dimension
(C)	Calculated Dimension
ORB	Official Records Book
PB	Plat Book
PG	Page
R/W	Right of Way
FPL	Florida Power & Light
This sketch does not represent a field Boundary Survey	

LOCATION MAP
NE 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST,
CITY OF OPA-LOCKA,
MIAMI-DADE COUNTY, FLORIDA
SCALE - N.T.S

SURVEYOR'S NOTES:

This Description and Sketch to Accompany Legal Description **does not represent a field Boundary Survey.**

Bearings are based on an assumed meridian, where the South Line of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 52 South, Range 41 East, Miami-Dade County, Florida, bears North 86° 47' 04" East. All distances as shown are based on the US Survey foot.

The Description and Sketch is based on the Miami-Dade County Property Appraiser's Property Search Summary Report Tax Folio No. 08-2129-000-0061 and the SPECIAL WARRANTY DEED recorded in Official Records Book 33243 at Page 0026, as evidenced thereon. No title search has been conducted by nor was a title report provided to the surveyor. There may be easements, rights of way and/or other encumbrances affecting the easement area not disclosed hereon that a title report would evidence.

The Minimum Vertical Clearance of this easement is 25.00 feet above ground.

The easement strip forms a closed geometric figure.

The intent of this water easement is to encompass the recently installed water line and relative facilities, as shown on the water As-Built, prepared by Julio A. Quintana, P.S.M. Number 6214, State of Florida.

FOLIO NO. 08-2129-000-0061

 E.R. Brownell & Associates, Inc. CONSULTING ENGINEERS • SURVEYORS & MAPPERS • LAND PLANNERS 4057 SW 74th COURT MIAMI, FLORIDA, 33155 PHONE: 305-550-8888 FAX: 305-550-8870 WWW.BROWNELL.COM	OPA-LOCKA, FL 33054-4401		
	Drawn By:	JG	Job#: 58433
	Scale:	N.T.S.	Date: 06/06/2023
		Sketch No.:	SM-4448
		Sheet:	1 OF 4

"EXHIBIT A"

SKETCH & DESCRIPTION

WATER EASEMENT WE No. WAT-EXT-00116 12805 LE JEUNE RD.

LEGAL DESCRIPTION:

A 12-foot wide Miami-Dade County Water Easement being that portion of the South 1210 feet of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 52 South, Range 41 East, Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the Center of Section 29, Township 52 South, Range 41 East, Miami-Dade County, Florida; thence run North 86° 47' 04" East, along the South Line of the Southwest 1/4 of the Northeast 1/4 of said Section 29, for a distance of 50.00 feet to a point of intersection with the East Right of Way Line of Le Jeune Road, also known as NW 42nd Avenue; thence run North 02° 56' 27" West, along said Right of Way Line, the same being a line which lies 50 feet East of and parallel with the West Line of the Southwest 1/4 of the Northeast 1/4 of said Section 29, for a distance of 628.46 feet to the Point of Beginning of the centerline of the 12-foot wide Miami-Dade County Utility Easement, lying 6 feet on each side of the following described centerline; thence run North 88° 37' 44" East for a distance of 98.37 feet to a point; thence run North 42° 19' 15" East for a distance of 171.95 feet to a point; thence run North 88° 11' 04" East for a distance of 18.85 feet to a Point "A"; thence run North 87° 03' 08" East for a distance of 371.98 feet to a Point "B"; thence run North 87° 09' 15" East for a distance of 408.96 feet to a Point "C"; thence run North 87° 09' 07" East for a distance of 13.60 feet to a point; thence run North 02° 42' 36" West for a distance of 216.50 feet to a Point "D"; thence run North 03° 02' 33" West for a distance of 198.67 feet to a point; thence run South 87° 03' 26" West for a distance of 147.46 feet to a Point "E"; thence run South 87° 03' 26" West for a distance of 220.54 feet to a Point "F"; thence run South 87° 03' 26" West for a distance of 110.74 feet to a Point "G"; thence run South 87° 08' 39" West for a distance of 391.05 feet to a Point "H"; thence run South 85° 23' 24" West for a distance of 38.13 feet to a point; thence run South 44° 26' 37" West for a distance of 36.89 feet to a point; thence run South 69° 21' 08" West for a distance of 95.37 feet to a point; thence run North 81° 20' 25" West for a distance of 2.61 feet to a point; thence run North 47° 02' 38" West for a distance of 8.51 feet to a point along the East Right of Way Line of Le Jeune Road, also known as NW 42nd Avenue, the same being the Point of Termination of the 12-foot wide Miami-Dade County Utility Easement.

Together with

Beginning at said Point "A", thence run South 02° 44' 24" West for a distance of 56.06 feet to a point.

Together with

Beginning at said Point "B", thence run North 00° 05' 56" West for a distance of 40.41 feet to a point.

Together with

Beginning at said Point "C", thence run North 00° 59' 01" West for a distance of 16.75 feet to a point.

Together with

Beginning at said Point "D", thence run North 88° 20' 29" East for a distance of 23.14 feet to a point.

 E.R. Brownell & Associates, Inc. CONSULTING ENGINEERS • SURVEYORS & MAPPERS • LAND PLANNERS 4057 SW 74th COURT MIAMI, FLORIDA, 33155 PHONE: 305-590-3999 FAX: 305-590-3970 WWW.BROWNELL.COM	OPA-LOCKA, FL 33054-4401		
	Drawn By: JG	Job#: 58433	Sketch No.: SM-4448
Scale: N.T.S.	Date: 06/06/2023	Sheet: 2 OF 4	

"EXHIBIT A"
SKETCH & DESCRIPTION
 WATER EASEMENT WE No. WAT-EXT-00116
 12805 LE JEUNE RD.

Together with

Beginning at said Point "E", thence run South 05° 29' 00" West for a distance of 17.89 feet to a point.

Together with

Beginning at said Point "F", thence run South 02° 56' 43" East for a distance of 15.93 feet to a point.

Together with

Beginning at said Point "G", thence run South 04° 19' 35" East for a distance of 17.69 feet to a point.

Together with

Beginning at said Point "H", thence run North 02° 08' 55" West for a distance of 27.50 feet to a point.

All lying and being in Miami-Dade County, Florida; said Miami-Dade County Utility Easement subject to dedication of records, conditions, restrictions, easements, limitations, and zoning ordinances, if any.

The side line on each of said centerline are to be lengthened and or shortened as necessary to maintain a continuous 10-foot easement along the route described.

SURVEYOR'S CERTIFICATION:

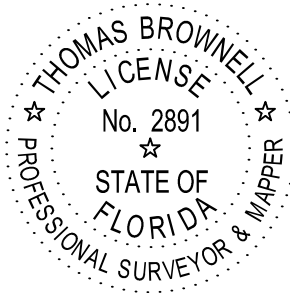
This is to certify that this Legal Description and the Accompanying Sketch was prepared under my direction and that in my professional opinion is true and correct. I further certify that this SKETCH TO ACCOMPANY LEGAL DESCRIPTION meets the intent of the applicable provisions of the Standards of Practice, adopted by the Board of Professional Surveyor's and Mappers, pursuant to Chapter 472.027 Florida Statutes, as set forth in Chapter 5J-17, Florida Administrative Code.

Dated: June 6, 2023

E.R. BROWNELL & ASSOCIATES, INC.

Certificate of Authorization LB 761

Thomas Brownell
 Executive Vice President
 Professional Land Surveyor #2891
 State of Florida



The survey map and notes and/or report or the copies thereof, consisting of 4 sheets where each sheet shall not be considered full, valid and complete unless attached to the others and is not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper on Sheet 3 of 4. Any additions or deletions to the description and accompanying sketch by other than the signing party or parties is prohibited without written consent of the signing party or parties.

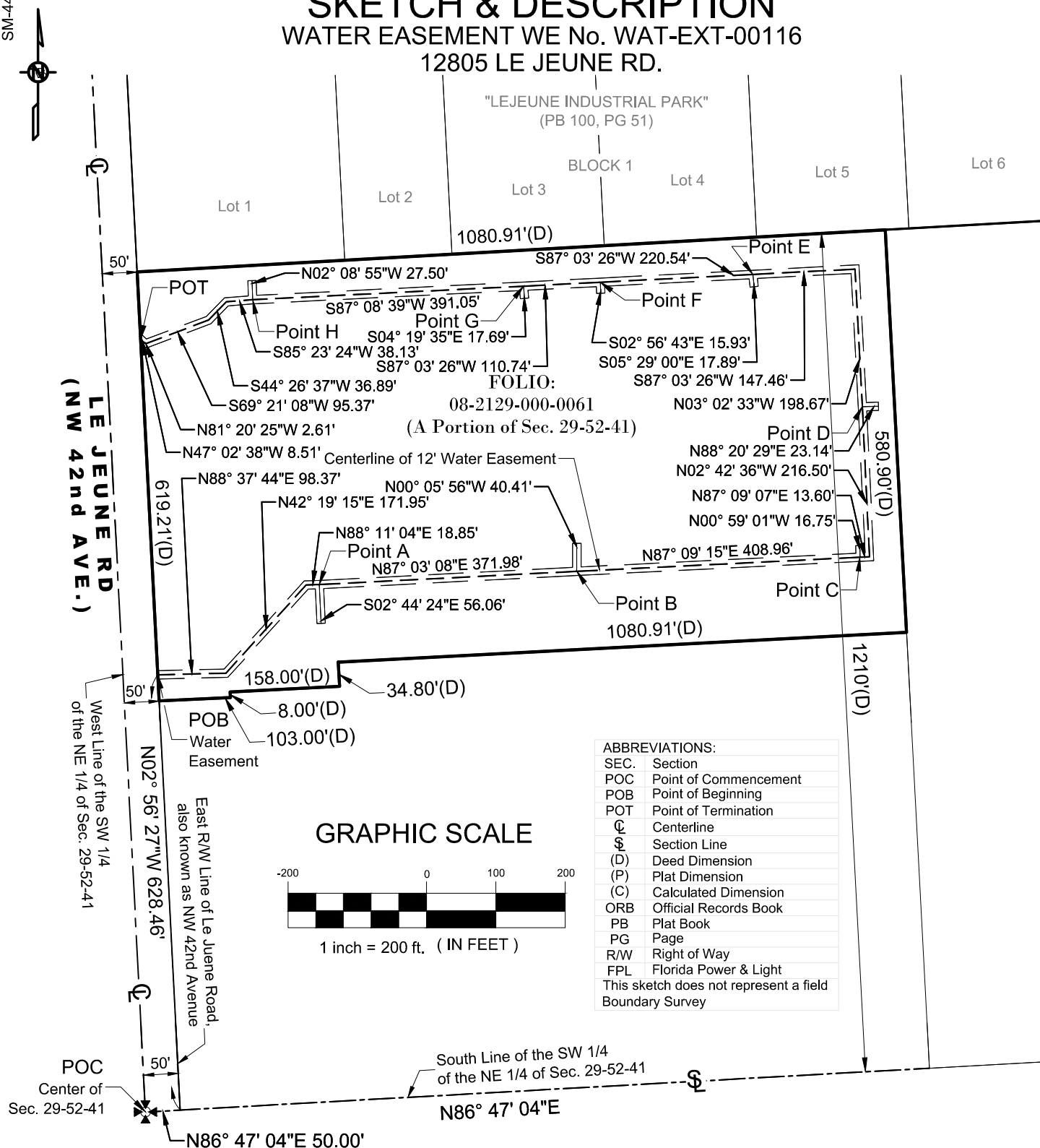
 E.R. Brownell & Associates, Inc. CONSULTING ENGINEERS • SURVEYORS & MAPPERS • LAND PLANNERS 4057 SW 74th COURT MIAMI, FLORIDA, 33155 PHONE: 305-590-8888 FAX: 305-590-8870 WWW.ERBROWNELL.COM	OPA-LOCKA, FL 33054-4401		
	Drawn By: JG	Job#: 58433	Sketch No.: SM-4448
	Scale: N.T.S.	Date: 06/06/2023	Sheet: 3 OF 4

"EXHIBIT A"

SKETCH & DESCRIPTION

WATER EASEMENT WE No. WAT-EXT-00116

12805 LE JEUNE RD.



SUBJECT PROPERTY EASEMENT AREA = 1,647 SQ.FT. (+/-)

E.R. Brownell

& Associates, Inc.

CONSULTING ENGINEERS • SURVEYORS & MAPPERS • LAND PLANNERS

4057 SW 74th COURT MIAMI, FLORIDA, 33155

PHONE: 305-590-3995 FAX: 305-590-3970 www.ebrownell.com

OPA-LOCKA, FL 33054-4401

Drawn By: JG	Job#: 58433	Sketch No.: SM-4448
Scale: 1" = 200'	Date: 06/06/2023	Sheet: 4 OF 4

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis
Governor

Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the **Healthiest State** in the Nation

June 29, 2023

**NOTICE OF ACCEPTANCE OF COMPLETION OF CONSTRUCTION
DISTRIBUTION SYSTEM EXTENSION**

Permittee:

Prologis Targeted US Logistics Fund, LP
Attn: Paris Del Rio
8355 NW 12th Street
Doral, FL 33126
pdelrio@prologis.com

Permit Number: **131116-053-DSGP**
Date Issued: **September 15, 2022**
Expiration Date: **September 14, 2027**
Project Name: **Prologis Gratigny 15**
Water Supplier: **City of Opalocka**
PWS: **4131001**
RER-DERM: **2022-00116**

RE: 12805 NW Lejeune Rd, Opa Locka, Miami Dade County, FL 33054

Dear Ms. Del Rio:

This acknowledges receipt of certification that the subject water main distribution system extension has been constructed, tested, and disinfected in accordance with the plans and related materials permitted by this agency, and is now ready for operation.

Based on your engineer's certification of construction completion [62-555.900(9)], satisfactory bacteriological results and the pressure & leakage test report for the above-referenced project, **the Department is hereby releasing the project for service to the full extent of the permitted plans.**

If you have any questions, please contact Mariela Batista of this office at 305-623-3621.

Sincerely,

Mariela Batista (On behalf of Dr. Elmir)
Samir Elmir, PE, PhD, CEHP
Florida Department of Health
in Miami-Dade County
Division of Environmental Health and Engineering

CC: Enrique Cuellar, RER-DERM, WE-Rev@miamidade.gov
Sergio Garcia, P.E, MDWASD, sergio.garcia@miamidade.gov
Owen Carney, City of Opalocka, ocarney@opalockafl.gov
Michael P. Carr, P.E., Langan Engineering and Environmental Services, mcarr@langan.com

DAILY FIELD REPORT

Project No. 330066901	Client: Link Construction	Date: February 2 nd , 2023
Project: RLC Prologis Gratigny 15		Weather: Sunny, 80°
Location: 12805 NW 42 nd Avenue, Opa Locka, FL 33054		Time: 12:30 PM – 3:30 PM
Contractor & Equipment: Link's Construction WetTaps	Present At Site: Langan: Donna Carmona City of Opa Locka: Kenneth Thomas & Joe Lee Link's: Manny	

Observations, Discussions, Test Results, Etc.

Langan was onsite to observe the pressure test performed on the fire hydrant run highlighted in the attached figure.

Length of test Section: 242 LF of 12" DIP Water Main.

Test Pressure: 150 PSI

Formula Calculations: $L = S \times D \times \sqrt{P} / 148000 = \text{gph}$

$$L = \frac{[(242' \times 12'')] \times \sqrt{150}}{148,000}$$

$$= 0.24 \text{ gph}$$

Allowable Leakage: 0.24 gph

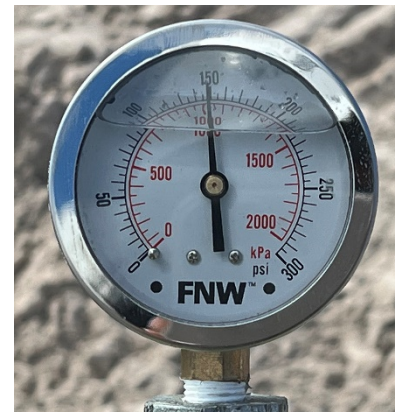


Fig. 1 Reading at 12:30 pm

Time Tested	Gauge Reading
12:30 pm	150psi
1:00 pm	150psi
1:30 pm	150psi
2:00 pm	150psi
2:30 pm	150psi

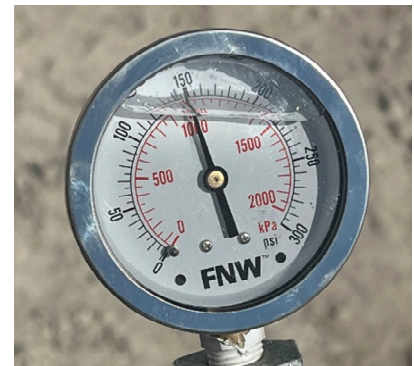
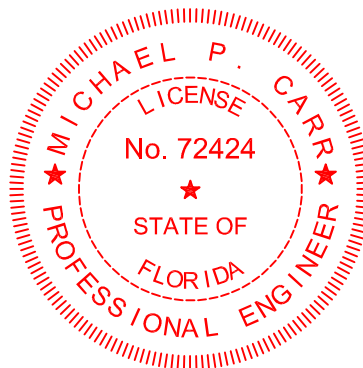


Fig. 2 Reading at 10:30 am

Pressure Drop: 0 psi

Actual Leakage: 0

Result: PASS

c:
Michael Carr
Christian Valdivia

This item has been digitally signed and sealed by Michael Carr, P.E. on the date adjacent to the seal

Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

By: Langan Engineering and Environmental Services

Donna Carmona

Michael Carr, P.E., LEED AP
Senior Project Manager
FL Professional Engineer Registration No. 72424

Project No.:	DAILY REPORT	SHEET 2 of 2
--------------	---------------------	--------------

Project No. 330066901 Project: RLC Prologis Gratigny 15 Location: 12805 NW 42 nd Avenue, Opa Locka, FL 33054	Client: Link Construction	Date: February 2 nd , 2023 Weather: Sunny, 80° Time: 12:30 PM – 3:30 PM
Contractor & Equipment: Link's Construction WetTaps	Present At Site: Langan: Donna Carmona City of Opa Locka: Kenneth Thomas & Joe Lee Link's: Manny	

Observations, Discussions, Test Results, Etc.

Langan was onsite to observe the pressure test performed on the fire hydrant run highlighted in the attached figure.
Length of test Section: 2,489 LF of 12" DIP Water Main.

Test Pressure: 150 PSI

Formula Calculations: $L = S \times D \times \sqrt{P} / 148000 = \text{gph}$

$$L = \frac{[(2,489' \times 12'')] \times \sqrt{150}}{148,000}$$

= 2.47gph

Allowable Leakage: 2.47 gph

Time Tested	Gauge Reading
1:30 pm	150psi
2:00 pm	150psi
2:30 pm	150psi
3:00 pm	150psi
3:30 pm	150psi

Pressure Drop: 0 psi **Actual Leakage:** 0

Result: PASS

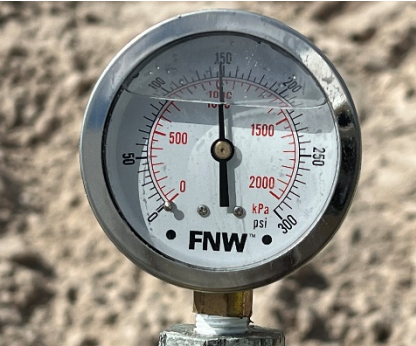


Fig. 1 Reading at 1:00 pm

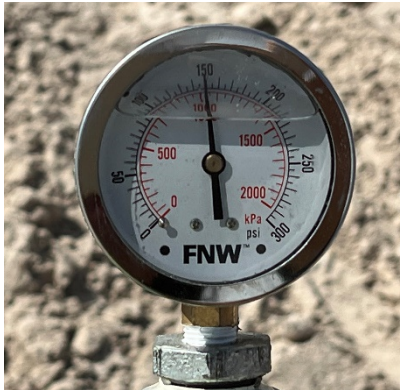
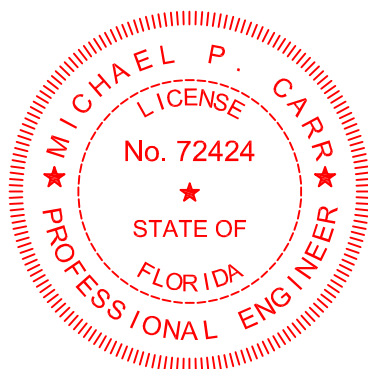


Fig. 2 Reading at 3:00 pm

c: Michael Carr Christian Valdivia	By: Langan Engineering and Environmental Services Donna Carmona
--	--

Project No.: **330066901**

DAILY REPORT



Langan Engineering and Environmental Services, Inc.

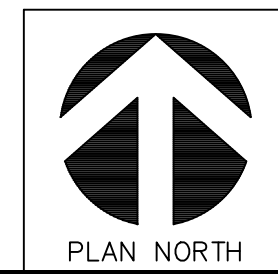
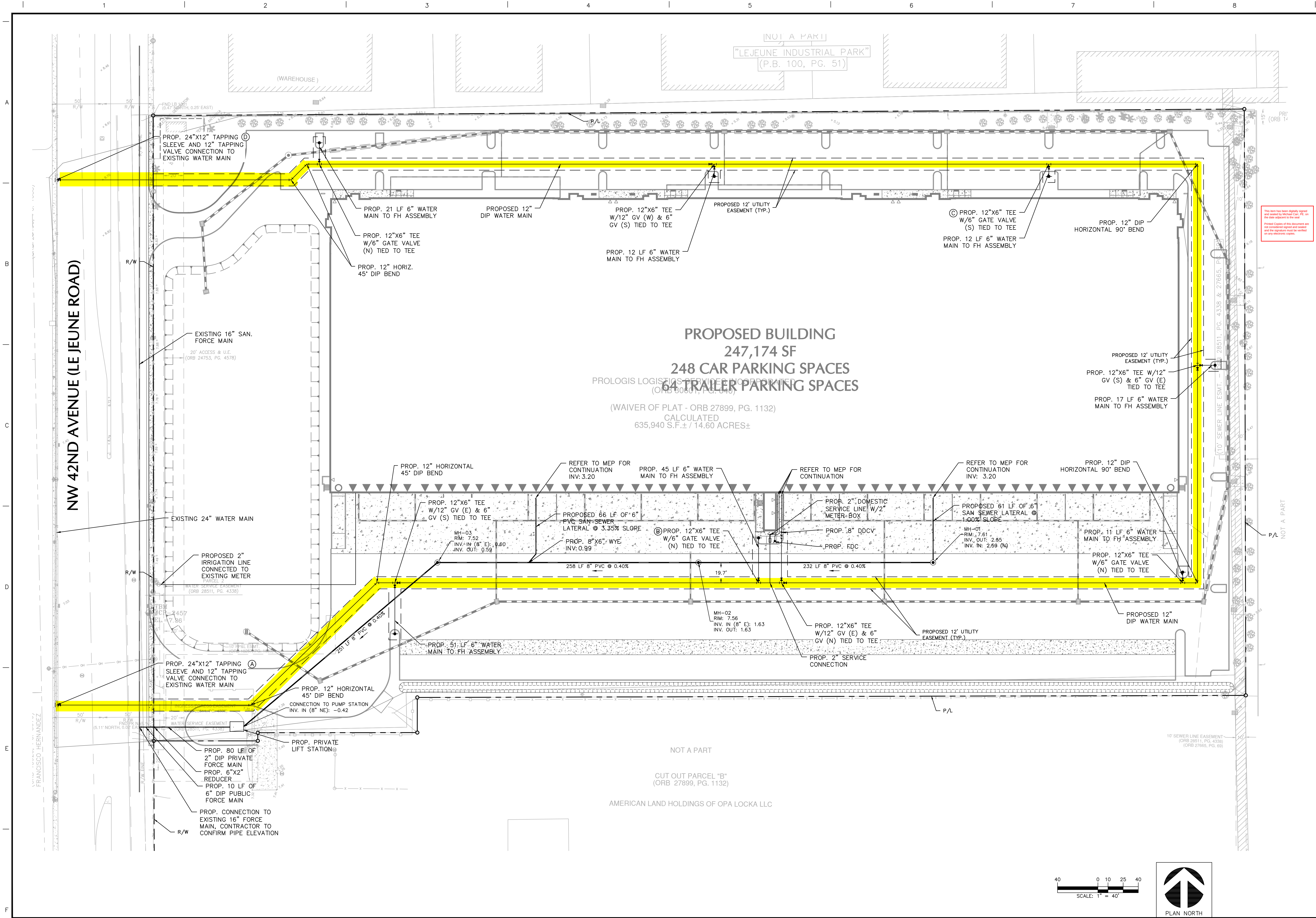
This item has been digitally signed and sealed by Michael Carr, PE, on the date adjacent to the seal

Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Michael Carr, P.E., LEED AP
Associate

A handwritten signature in blue ink, appearing to read "C. Valdivia", is positioned above the name of the signatory.

Christian Valdivia
Staff Engineer



RLC Architects
14500 S.W. 31st Ave., Suite 200, Boca Raton, FL 33432
Tel: 561.393.8555 Fax: 561.395.0007
Web: www.rlcarchitects.com
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MICHAEL P. CARL
LICENSE
No. 72424
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
SIGNATURE: MICHAEL P. CARL DATE SIGNED: _____
PROFESSIONAL ENGINEER FL Lic. No. 72424

LANGAN
Langan Engineering and
Environmental Services, Inc.
110 East Broward Boulevard, Suite 1000
Fort Lauderdale, FL 33301
Tel: 954.332.2100 Fax: 954.332.2101 www.langan.com
LANGAN.COM

CRATIGNY INDUSTRIAL PARK
12805 NW LE JEUNE ROAD
OPA-LOCKA, FLORIDA 33054
PROLOGIS

REVISIONS

Drawing Title
UTILITY PLAN
Scale
Project No. 330066901
Date 06/28/2021

Principal:
Project Director:
Project Manager:
Drafted by:
Checked by: **CRV MPC**

Drawing No.
C-500

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE MIAMI-DADE COUNTY CONTRACT (BID NO. EVN0000005) WITH HADRONEX, INC. D/B/A SMARTCOVER SYSTEMS TO PURCHASE SMARTCOVERS FOR SERVICE AREA 7 WITHIN THE CITY, IN AN AMOUNT NOT TO EXCEED FORTY-NINE THOUSAND, NINE HUNDRED DOLLARS (\$49,900.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Interim City Manager recommends that the City Commission approve the procurement of Nine (9) SmartCovers in order to acquire the data that the Miami-Dade County Department of Environmental Resources Management (DERM) needs to prove that the public collection system is sound in relation to Pump Station 7; and

WHEREAS, rainy season testing of service area 7 indicated sewer flow extremely higher than the maximum allowed, even after the relining of the entire collection system and rehabilitation of all manholes; and

WHEREAS, SmartCovers will allow the City to monitor the pattern of this flow, in addition, it will provide the City with notice every time a sanitary sewer manhole is opened in order to mitigate flooding; and

WHEREAS, the Interim City Manager recommends that the City Commission authorize the immediate execution of an agreement with Hadronex, Inc. d/b/a SmartCover Systems for SmartCovers, in an amount not to exceed Forty-Nine Thousand Nine Hundred Dollars (\$49,900.00); and

WHEREAS, Miami-Dade County previously awarded a contract to various pre-qualified vendors, to purchase Process Control and Instrumentation Equipment (attached as exhibit "A"), pursuant to its Request to Qualify EVN0000005, for a contract term commencing June 18, 2023 and ending on June 30, 2028; and

WHEREAS, pursuant to Section 2-318 (3) of the City's Purchasing Code allows for purchases and acquisitions under contracts of the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and

programs. The City Interim Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to enter into an emergency agreement, attached hereto as Exhibit "A", with Hadronex, Inc. d/b/a Smartcover Systems for SmartCovers, for an amount not to exceed Forty-Nine Thousand, Nine Hundred Dollars (\$49,900.00).

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 hereby authorizes the Interim City Manager to enter into an emergency agreement, attached hereto as Exhibit "A", with Hadronex, Inc. d/b/a Smartcover Systems for SmartCovers for an amount not to exceed Forty-Nine Thousand, Nine Hundred Dollars (\$49,900.00).

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, and without need of public hearing, by filing a corrected copy of same with the City.

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 _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-Locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:		
City Manager:	Darvin E. Williams		CM Signature:		
Commission Meeting Date:	10/11/2023		Item Type: (Enter X in box)	Resolution	Ordinance
				X	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
	X			2nd Reading	
			Public Hearing: (Enter X in box)	Yes	No
				X	
Funding Source: Account# :86-5356308 Enterprise Fund	(Enter Fund & Dept)		Advertising Requirement: (Enter X in box)	Yes	
				No	
				X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:Piggyback		
	X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
		X	Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐		
Sponsor Name	City Manager		Department: Public Works Sewer Division	City Manager	

Short Title:

A resolution of the City Commission for the purchase of SmartCovers

Staff Summary:

Issue / Recommendation: Pump Station 7 is under moratorium, caused by extraneous flows from Glorieta Gardens private sewer collection system. Staff recommends the City Commission approve the procurement of Nine (9) SmartCovers to acquire the proof DERM needs to prove that the public collection system is sound. The purchase shall be made from the Miami Dade County piggyback contract from Hadronex, Inc. dba/SmartCover Systems,

Background: Rainy season testing of service area seven indicated sewer flow extremely higher than the maximum allowed; this is the case after the entire collection system was relined and all manholes were rehabilitated. SmartCovers will allow the city to monitor the pattern of these flows, in addition it will provide us with notice every time a sanitary sewer manhole is opened to mitigate flooding in the area.

Financial Impact: This procurement will be funded through the Water Sewer CIP 86-536308.

Proposed Action:

Staff recommends the City Commission approve the procurement SmartCovers Pump Station #7 service area at a cost \$49,900.00, based on the Miami-Dade County Bid NO. EVN0000005 from Hadronex, Inc. dba/SmartCover Systems.

Attachment:

1. Agenda
2. Sale Quotation



Company Address 2110 Enterprise Street
Escondido, CA 92029
United States

Created Date 9/11/2023
Expiration Date 9/30/2023
Quote Number 00000386

Prepared By Maureen Fox
Email mfox@smartcoversystems.com

Bill To Name City of Opa-Locka
Bill To 780 FISHERMAN ST., 4th FLOOR
OPA-LOCKA, FL 33054
USA

Ship To Name City of Opa-Locka
Ship To Public Works Dept.
12950 Lejeune Road
OPA-LOCKA, FL 33054
USA

Product	Product Code	Sales Price	Quantity	Total Price
System SubSonic	SC-Q-SB-15	\$4,605.00	9.00	\$41,445.00
Labor Installation	Installation Labor	\$500.00	9.00	\$4,500.00
Freight	Freight out	\$310.00	1.00	\$310.00
ASM SmartLevel	ASM-SC1	\$405.00	9.00	\$3,645.00

Description Revised Proposal 1 year servcies and 9 units

Subtotal \$49,900.00
Discount 0.00%
Total Price \$49,900.00
Grand Total \$49,900.00

ROADMAP

BID NO. EVN0000005. PROCESS CONTROL AND INSTRUMENTATION EQUIPMENT- PREQUALIFICATION

Updated: August 10, 2023

CONTRACT ADMINISTRATOR: Sherry Y. Crockett, sherry.crockett@miamidade.gov, 305.375.4693

I. OVERVIEW:

This Request to Qualify (RTQ) will be used to purchase original equipment manufacturer (OEM) process control and instrumentation (PCI) equipment, parts, and accessories under Group A; services to include OEM repairs, inspection, testing and calibration of PCI equipment under Group B; and installation of PCI equipment under Group C, for multiple Miami-Dade County departments. Supplier/Vendor submittals are accepted throughout the term of the RTQ for placement in such Pool.

II. TERM

The term of the Pool is sixty (60) months from June 18, 2023 through June 30, 2028. The Pool shall remain open for the term of the RTQ, enabling Vendors to be pre-qualified at any time during the term.

User Departments: *Miami Dade Water & Sewer Department (WASD), Parks, Recreation and Open Spaces (PROS) and Regulatory Economic Resources (RER)*

III. PREQUALIFIED VENDORS:

The following vendors have been pre-qualified to provide process control and instrumentation equipment, parts, and accessories which includes repair services, inspection, testing and calibration of equipment and installation services for the *Miami Dade Water & Sewer Department (WASD), Parks, Recreation and Open Spaces (PROS) and Regulatory Economic Resources (RER)*.

Vendor Name	Address	Contact	Email	Phone	Groups
Accutech Instrumentation, Inc.	6500 Bowden Road Suite 304 Jacksonville, FL 32216	Enrique J. Rueda	enrique@accutech.net	305.331.5683	A & B
AWC, Inc.	6655 Exchequer Road Baton Rouge, LA 70809	Jim Davis	Jim.davis@awc-inc.com	561.777.0303	A, B & C
Beamex, Inc.	2152 NW Parkway SE Suite A Marietta, GA 30057	Lance Cobb	Lance.cobb@beamex.com	770.951.1927	A & B
CL2 Solutions, LLC	2020 Heartland Circle Valrico, FL 33594	Jason Erskine	jason@cl2solutions.com	813.629.2720	A, B & C
Conde Process Control, LLC	14609 SW 153 rd Place Miami, FL 33196	Laurent Conde	laurent@condeprocess.com	305.219.6816	A, B and C
Corcel Corp	2461 NW 23 rd Street Miami, FL 33142	Ray Corona	sales@corcelcorp.com	305.636.1880	A
DMT Instruments, LLC	815 N McGowan Avenue Crystal, FL 34429	David Morrissey	sales@dmtinstruments.com	407.488.4598	A & B
Fluid Control Specialties, LLC	111 Maritime Drive Sanford, FL 32771	Robert Whritenour	rwhritenour@fc-spec.com	407.579.5000	A, B and C
Gilson Engineering Sales of Florida, Inc.	1038 NE 35 th Avenue Homestead, FL 33033	Luis Aristeiguieta	la@gilsoneng.com	305.916.0590	A & B

ROADMAP

BID NO. EVN0000005. PROCESS CONTROL AND INSTRUMENTATION EQUIPMENT- PREQUALIFICATION

Updated: August 10, 2023

Vendor Name	Address	Contact	Email	Phone	Groups
Hach Company	5600 Lindberg Drive Loveland, CO 80538	Glenn Machado	gmachado@hach.com	970.214.9094	A & B
Hadronex, Inc./dba/SmartCover Systems	2110 Enterprise Street Escondido, CA 92029	Maureen C. Fox	mfox@smartcoversystems.com	855.291.1980 Ext 211	A, B and C
Hydraulic Sales & Service, Inc.	3700 NW South River Dr Miami, FL 33142	Stephen Butt	sbutt@hydraulicsales.com	305.633.4677	A
Lewis & Associates, Inc.	PO Box 16518 Tampa, FL 33687	Nancy Cobb	ncobb@la-fl.com	813.986.8450	A & B
Nova Water and Sewer Supplies, LLC	5409 NW 74th Avenue Miami, FL 33166	Vincent Bolinches	vbolinches@novawaterweb.com	305.900.3909	A, B and C
PRO-CO, Inc.	910 Belle Avenue Suite 1000 Winter Springs, FL 32708	Bill Grabe	bgrabe@aol.com	407.830.6969	A & B
PSI Technologies, Inc.	3520 Investment Lane Unit 3 Riviera Beach, FL 33404	Brian Gretzinger	brian@psi-techinc.com	305.998.1371	A
Quinn Associates Group, Inc.	309 N. Howard Avenue Tampa, FL 33606	Paul Quinn	paul@quinnassociates.com	813.254.5211	A
TriNova, Inc.	4485 Laughlin Drive S Mobile, AL 36693	Mainara Costa	Mainara.costa@trinova-inc.com	863.682.4500 Ext 1086	A, B and C

IV. MANUFACTURERS LIST

Refer to Roadmap Attachment

V SPOT MARKET QUOTE PROCEDURES

Prior to advertisement

Prior to advertising an ITQ or WOPR, Departments are reminded that:

- Ensure you are using the latest ITQ template: <https://intrax.miamidade.gov/procurement/library/itq-solicitation-template.pdf>
- Ensure you are inviting all applicable vendors to participate in the ITQ or WOPR. Unless bidding to a specific group or as otherwise outlined in the RTQ, all vendors shall be invited to participate in the ITQ or WOPR.
- Insurance Requirements, if necessary, should be detailed in the subsequent spot market solicitation. All ITQs and WOPRs shall be sent to Risk Management (Maxine Lodenquai, Maxine.Lodenquai@miamidade.gov) for review of applicable insurance requirements, prior to issuing the ITQ/WOPR. The requirements provided by Risk Management must be included in your ITQ/WOPR.
- All ITQs and WOPRs must be submitted to the Small Business Division of the Internal Services Department (Laurie Johnson, Laurie.Johnson@miamidade.gov) for Small Business Enterprise measures and wage requirements prior to issuing the ITQ/WOPR. The measures and wage requirements provided by Small Business must be included in your ITQ/WOPR.
- All ITQs must be posted to the Cone of Silence Log located here: <https://intrax.miamidade.gov/apps/ISD/SBDCOS/Home/Index>

Prior to award recommendation

Prior to making an award, Departments are reminded that:

- Obtain a signed Non-Collusion Affidavit from the vendor to be recommended for award if the award value exceeds \$250,000. The Collusion Affidavit shall list all vendors that participated in the process.
- Check that the recommended vendor is responsible; including checking the pre-award Vendor Website at

ROADMAP

BID NO. EVN0000005. PROCESS CONTROL AND INSTRUMENTATION EQUIPMENT- PREQUALIFICATION

Updated: August 10, 2023

<http://intra.miamidade.gov/procurement/vendor-compliance.asp> . Departments may want to include a check of the vendor's performance history in BTS. (Go to Vendors Home Page, click on Registered Vendors, locate the vendor, in that vendor's profile, click on the Non.Perf.Hist. button.)

- Check that the vendor has the applicable insurance on file in the Risk Management database. If not, seek an insurance certificate for the proper coverages and return a copy to Risk Management.

At Award Recommendation

- Pursuant to Section 2-11.1(t) of the County Code, all ITQs and WOPRs are subject to the Cone of Silence. Once an award recommendation is made, the department issuing the ITQ shall log onto the Cone of Silence Report and remove the project here: <https://intrax.miamidade.gov/apps/ISD/SBDCOS/Home/Index> .
- In your notice to participants of the quote results, copy the Clerk of the Board (clerkbcc@miamidade.gov) and include language advising the vendor that the Cone of Silence is lifted.
(sample language - In accordance with the referenced solicitation, and Section 2-8.4 of the Code of Miami-Dade County, you are hereby notified that the ___ department, recommends award of this quote to:_____. Our provision of this notice also serves to confirm the lifting of the Cone of Silence from this procurement action as dictated by Section 2-11.1(t) of the County Code.)
- When the award value exceeds \$25,000, allow for a three (3) business day protest period, beginning the day after the award recommendation is posted with the Clerk and notification is sent to all participants.

It is the responsibility of the user Department Director to ensure compliance with the above-mentioned procedures. Purchases under this pool will be subject to random review or audit by County authorities, including but not limited to, the Strategic Procurement Department, Audit and Management, and the Office of the Inspector General.

ROADMAP

BID NO. EVN0000005. PROCESS CONTROL AND INSTRUMENTATION EQUIPMENT- PREQUALIFICATION

Updated: August 10, 2023

V. EVENT LOG

NO.	DATE ISSUED	DESCRIPTION	Officer
6	08/10/2023	Added vendor Beamex, Inc. to the pool. See roadmap attachment.	Sherry Y. Crockett
5	07/18/2023	Added vendor Hydraulic Sales & Service, Inc. to the pool. See roadmap attachment.	Sherry Y. Crockett
4	07/07/2023	Added Corcel Corp to pool. AWC, Inc. added additional manufacturers. See roadmap attachment.	Sherry Y. Crockett
3	06/30/2023	Added vendors AWC, Inc. and Gilson Engineering Sales of South Florida, Inc. to the pool. See roadmap attachment.	Sherry Y. Crockett
2	06/23/2023	Conde Process Control, LLC has added an additional manufacturer Schneider Electric. See roadmap attachment.	Sherry Y. Crockett
1	06/22/2023	Added vendors CL2 Solutions, LLC, Lewis & Associates, Inc., Pro-Co, Inc., and Quinn Associates Group, Inc. to the pool. See roadmap attachment.	Sherry Y. Crockett

RESOLUTION NO. _____

AN EMERGENCY RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING CERTAIN PURCHASES AND REPAIR FOR PUMP STATION 11-C BYPASS PUMP ENGINE IN AN AMOUNT NOT TO EXCEED FORTY-TWO THOUSAND, FOUR HUNDRED SEVENTY-SIX DOLLARS AND EIGHTY-EIGHT CENTS (\$42,476.88); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, due to the failure of two of the three required pumps at the Master Pump Station 11-C ("Pump Station #11-C") within the City of Opa-Locka ("City") during Hurricane Ian required the City was required to place an emergency diesel bypass pump into daily rotation to provide continuous discharge of effluent to Miami-Dade County; and

WHEREAS, Pump Station #11-C is designed to operate with three electric air-cooled and one emergency diesel powered bypass pumps. This is necessary because it conveys the effluent of eight (8) of the City's pump stations, including Pump Stations #6, 7, 8, 9, 10, 11-A, 11-B and 11-D; and

WHEREAS, failure to maintain operation of Pump Station #11-C will result in sanitary sewer overflows in multiple locations, and

WHEREAS, because the emergency bypass pump was designed for short term operation, extended daily use pushed it beyond its limits; and

WHEREAS, Pump Station #11-C is being operated with the three (3) air cooled electric pumps. The diesel bypass pump is under repair; and

WHEREAS, when the radiator and water pump were replaced, upon startup it was discovered that the radiator failed due to engine problems. Further, when the cylinder head was removed for assessment, multiple cracks and several other failed components were discovered; and

WHEREAS, the recommended course of action is to replace the engine. This will ensure the pump station's continued operation in an emergency at a turnkey cost of Forty-Two Thousand, Four Hundred Seventy-Six Dollars and Eighty-Eight Cents (\$42,476.88) and is deemed necessary to return this unit to full and dependable operation; and

WHEREAS, pursuant to the City's Purchasing Code, Ordinance 2020-07, procurement in excess of Twenty-Five Thousand Dollars (\$25,000.00) generally requires competitive bidding; and

WHEREAS, the Interim City Manager recommends approval of an emergency repair since it is difficult to find a vendor to take on the repair due to the Pump's current condition and disassembled state, to have this major repair completed, in the amount of Forty-Two Thousand Four Hundred Seventy-Six Dollars and Eighty-Eight Cents (\$42,476.88), to place the bypass pump back in service; and

WHEREAS, three quotes were obtained from vendors and Millenium Machinery Parts & Service Corp was the lowest quote; and

WHEREAS, the Interim City Manager recommends that the City Commission authorize the Interim City Manager to enter into an agreement with Millenium Machinery Parts & Service Corp for a Bypass Pump Engine and Repair, for an amount not to exceed Forty-Two Thousand, Four Hundred Seventy-Six Dollars and Eighty-Eight Cents (\$42,476.88); and

WHEREAS, the Interim City Manager further recommends the City Commission approve the waiving of the requirement for formal competitive bidding in this procurement due to the unique circumstances involved; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to enter into an agreement, attached hereto as Exhibit "A", with Millenium Machinery Parts & Service Corp for a Bypass Pump Engine and Repair, for an amount not to exceed Forty-Two Thousand Four Hundred Seventy-Six Dollars and Eighty-Eight Cents (\$42,476.88).

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 hereby authorizes the Interim City Manager to enter into an emergency agreement, attached hereto as Exhibit "A", with Millenium Machinery Parts & Service Corp to purchase a Bypass Pump Engine and Repair for an amount not to exceed Forty-Two Thousand Four Hundred Seventy-Six

Dollars and Eighty-Eight Cents (\$42,476.88).

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, and without need of public hearing, by filing a corrected copy of same with the City.

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 _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-Locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:		
City Manager:	Darvin E. Williams		CM Signature:		
Commission Meeting Date:	10/11/2023		Item Type: (Enter X in box)	Resolution	Ordinance
			X		Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
	X			2nd Reading	
			Public Hearing: (Enter X in box)	Yes	No
				X	X
Funding Source: Account# :35-535340 Enterprise Fund	(Enter Fund & Dept)		Advertising Requirement: (Enter X in box)	Yes	
				No	
				X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:Piggyback		
	X				
Strategic Plan Related (Enter X in box)	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: (list the specific objective/strategy this item will address)	
		X			
Sponsor Name	City Manager		Department: Public Works Sewer Division	City Manager	

Short Title:

A resolution of the City Commission authorizing a waiver of bid for pump station 11-C Bypass Pump repair

Staff Summary:

Issue / Recommendation: The failure of two of the three required pumps at the master pump station 11-C during Hurricane Ian, required us to place the emergency diesel bypass pump in the daily rotation. to provide continuous discharge of effluent to Miami-Dade County.

Background: Pump Station 11-C is designed to operate with three electric air-cooled and one emergency diesel powered bypass pump, this is necessary since it conveys the effluent of eight (8) of our pump stations these are 6, 7, 8, 9, 10, 11-A, 11-B and 11-D, failure to maintain operation of this station will result in sanitary

sewer overflows in multiple locations, and possibly multiple moratoriums. Because the emergency bypass pump was designed for short term operation, extended daily use pushed it beyond its limits.

Current Activity: Pump Station #11-C is being operated with the three (3) air cooled electric pumps. The diesel bypass pump is under repair. Three quotes were obtained from which Millenium Machinery Parts &Service was the lowest bidder; the radiator and water pump were replaced upon startup it was discovered that the radiator failed due to engine problems, the cylinder head was removed when checked multiple cracks were discovered, in addition there are several other failed components. The most logical course of action is to replace the engine.

This will ensure the pump station continued operation in an emergency at a turnkey cost of \$42,476.88, is deemed necessary to return this unit to full and dependable operation. We are therefore requesting a waiver of bid for qualified professional services for this repair.

Financial Impact: This repair service will be funded through the Sewer Division Other Contracted Services Account – 35-535340.

Proposed Action:

Staff recommend approval of this waiver of bid, to have this major repair completed in the amount of \$42,476.88, to place the bypass pump back in service.

Attachment:

- 1. Agenda
- 2. Repair Quotation

Millennium Machinery Parts & Service Corp

6600 N.W. 77th Court
Miami, Florida 33166

Phone 305-468-8787
Fax 786-513-2459
E-Mail sales@mmpas.com



Quote 0045591



Bill To

City of Opa-locka, Public Works
12950 Lejeune Road (42nd Avenue)
Opa-locka, FL 33054

TEL:(305) 953-2828 /

Ship To

City of Opa-locka, Public Works
12950 Lejeune Road (42nd Avenue)
Opa-locka, FL 33054

Date Quoted 9/8/2023

Customer PO

Ship Via

IncoTerms

Delivery/Entrega

Entered By

Sales Rep

Payment Terms/Terminos de Pago

JTF14560

GI/O

50%DEPOSIT / 50% SHIPPED

Product	Description	Qty	Unit Price	Amount	Total Line Weight lbs.
10R4144	TURNKEY PRICE FOR A COMPLETE ENGINE FALLING UNDER -- S/N: JTF14560. INSTALLATION INCLUDED TEST, OIL CHANGE, NEW FILTERS, OLD MOTOR WILL HAVE TO BE TAKEN OUT 3-4 DAYS OF INSTALLATION AND REMOVING BLOCK GP C THIS QUOTE IS ONLY FOR THE ENGINE, ANYTHING HAVING TO DO WITH THE TRASH PUMP WILL HAVE TO QUOTED AND OBSERVED AFTER THE FACT OR SEPERATELY THIS QUOTE INCLUDED LABOR TO TAKE OUT THE OLD ENGINE AND INSTALLATION OF THE REBUILT ENGINE , ENGINE REBUILD, ACCESSORY COMPONENTS EITHER BEING REBUILT OR REPLACED. THIS QUOTE IS A TURNKEY PRICE. LABOR TO REBUILD ENGINE COMPLETELY, REPLACING CRACKED HEAD. ENGINE WILL BE COMPLETE, THE WATER PUMP THAT IS CONNECTED TO THE ENGINE IS NOT INCLUDED IN THIS QUOTE. CONTAINER MUST BE CLEAN AND FREE OF DEBRIS IN THE WAY TO BEGIN THE WORK. APPROXIMATE BREAKDOWN OF SERVICES AND PARTS COMPLETE ENGINE APPROXIMATE PRICE -- \$ 36412.16 LABOR TO TAKE OUT OLD ENGINE & INSTALL REBUILT ENGINE APPROXIMATE PRICE --\$ 6064.72	1 ea	\$42,476.88 ea	\$42,476.88	1,250.9
Total Weight (lbs): 1,250.90					
Total Weight (k): 568.59					

Sub-total	USD 42,476.88
Shipping	0.00
Insurance	0.00
Tax	0.00

TERMS AND CONDITIONS OF ESTIMATE OR SALE

1. **Consideration:** In consideration of the premises and the mutual representations, covenants and conditions hereinafter set forth and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties, MILLENNIUM MACHINERY ("Seller") and the entity to which Seller's offer is made or the entity purchasing Products from Seller ("Buyer") hereby agree as follows:
2. **Acceptance of Terms and Conditions:** Seller's sale of any Products is expressly conditioned on Buyer's ascent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions. Any terms and conditions (previously, contemporaneously or hereafter) provided by Buyer which add to, vary from or conflict with these Terms and Conditions are hereby expressly objected to.
3. **Delivery, Inspection:** All goods sold hereunder are F.O.B. Seller's facility unless otherwise stated herein. Seller retains a security interest in the goods until payment is received. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, the risk of loss or damage shall pass to Buyer and delivery shall be deemed complete upon delivery to a common carrier. All claims for shipping loss or damage are Buyer's responsibility. Where the scheduled delivery of Products is delayed by Buyer or by a Force Majeure event, Seller may store the Products at the expense and risk of Buyer. Delivery dates are not guaranteed, and Seller has no liability for damages that may be incurred due to any delay in shipment of goods hereunder. Buyer shall inspect the Products immediately upon delivery. If Buyer fails to notify Seller in writing within 10 days of receiving the Products of any alleged shortage, damage or other nonconformity with respect to the Products the Product shall conclusively be deemed to have been irrevocably accepted by Buyer.
4. **Security Interest:** Seller reserves and retains a security interest in the delivered Products and the proceeds thereof until Buyer has paid Seller the full price. Seller shall have the rights and remedies of a secured party under the Uniform Commercial Code. Buyer authorizes seller to file a UCC financing-statement (with or without Buyer's signature) and to do any other lawful act necessary in perfecting Seller's security interest in the Products. Buyer agrees to execute all necessary documents thereto perfect such Seller's security interest.
5. **Taxes:** The prices of the Products do not include taxes or any other governmental charges which are excluded unless otherwise stated.
6. **Payment:** Payment terms are cash on delivery, unless credit terms are established Seller's sole discretion. If Buyer fails to pay any Invoice when due, Seller may exercise all available remedies to it, including under the Uniform Commercial Code and may withhold delivery until receipt of payment. Buyer agrees to pay Seller cost of collection of overdue invoices, including reasonable attorney's fees. A service charge of the greater of 1.5% monthly or the highest legal rate allowable by law may be charged on any amounts due and payable. All returned items are subject to a handling charge of 25% of the Invoice amount plus return freight to Seller's location.
7. **Returns/Cancellations:** All claims relating to quantity or shipping errors shall be waived by Buyer unless made in writing to Seller within ten (10) days after delivery of goods to the address stated. Buyer shall prepay freight charges for any approved returns. Buyer shall be obligated to pay for the portion of the order that has been delivered to Buyer or that is in process at the time of cancellation.
8. **Force Majeure:** Seller shall have no liability to Buyer for delay or failure to perform due to any cause beyond the reasonable control of Seller.
9. **Indemnification:** Buyer will at its own expense defend, indemnify and hold Seller [and its agents, employees, officers, directors and successors and assigns (Indemnified Parties)] harmless from and against any and all claims [demands, lawsuits, damages, liabilities, fines, costs and expenses (including attorney's fees)], incurred, by or made against the Indemnified Parties that arise out of or result from: a) failure of Buyer to comply with local, state and federal laws, rules and regulations; b) any person's bodily injury, including illness and or death or any third parties tangible property if such bodily injury or property damage arises out of or occurs in connection with any act, error, omission, negligence, or misconduct by Buyer or any other person (other than the Indemnified Parties) in connection with the Products.
10. **LIMITED WARRANTY: SELLER HEREBY, WARRANTS SELLER'S PRODUCTS FOR A LIMITED PERIOD OF 90 CONSECUTIVE**

CALENDAR DAYS OR 1,000 CONSECUTIVE HOURS OF OPERATION, FOLLOWING DELIVERY OF THE PRODUCTS TO BUYER ("WARRANTY PERIOD"). THE PRODUCTS SHALL CONFORM TO THE DESCRIPTION AND SPECIFICATIONS STATED SUBJECT TO INDUSTRY TOLERANCES AND VARIATIONS.

11. **DISCLAIMER OF WARRANTIES: SELLER SPECIFICALLY EXCLUDES AND DISCLAIMS AND BUYER HEREBY WAIVES: ANY AND ALL OTHER ORAL OR WRITTEN WARRANTIES IN RESPECT OF THE PRODUCTS WHETHER STATUTORY, EXPRESS OR IMPLIED, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE OF THIS DOCUMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE ABOVE LIMITED WARRANTY IS EXCLUSIVE, CONSTITUTES THE SOLE WARRANTIES PROVIDED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER REMEDIES.**
12. **LIMITATION OF LIABILITY; LIMITATION OF REMEDY: SELLER'S LIABILITY SHALL BE LIMITED, AT SELLER'S OPTION, TO REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS OR REFUND OF PRODUCT'S PRICE. THE FOREGOING SETS FORTH SELLER'S ENTIRE OBLIGATION AND LIABILITY TO BUYER IN RESPECT TO THE PRODUCTS. BUYER ACCEPTS THE SAME AS ITS ENTIRE RIGHT AND SOLE REMEDY IN RELATION TO ANY BREACH BY SELLER OF THESE TERMS AND CONDITIONS.**
13. **NO CONSEQUENTIAL DAMAGES:** IN NO EVENT SHALL SELLER, ACTING IN THE CAPACITY OF THE PROVIDER OF THE PRODUCTS, BE LIABLE, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE FOR THE PRODUCTS FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS), LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS OPPORTUNITY EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AS A RESULT OF ANY BREACH, PERFORMANCE OR NONPERFORMANCE INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY BY SELLER OR ANY SUBCONTRACTOR OF SELLER UNDER THIS ESTIMATE OR INVOICE (WHICHEVER IS APPLICABLE) TO BUYER (OR CLAIMS OF ANY THIRD PARTY AGAINST BUYER). SELLER'S TOTAL LIABILITY, TO THE BUYER ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THE PRODUCTS FOR ANY CLAIM SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID TO IT BY THE BUYER FOR SAID PRODUCTS.
14. **Miscellaneous:** These Terms and Conditions supersedes all prior discussion, negotiations, representations, and agreements, whether written or oral, and constitutes the entire agreement between the Parties relating to the subject matters covered herein, and shall not be varied amended or modified except by written instrument duly signed by both Parties. The construction, validity and performance of these Terms and Conditions and any controversy, claims or collection actions arising out of or relating thereto, or the breach thereof, and which is not settled between the Parties shall be governed by Florida Law, Venue shall be the County of Miami-Dade, in the State of Florida, Jurisdiction shall be any Court of competent jurisdiction, Service of Process may be effected by Courier, delivering any document or formal Complaint on the other Party, and the prevailing party in any enforcement or collection action of this Invoice shall be entitled to recover all reasonable legal fees and costs and other charges and damages including legal fees and costs of any appeals.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE OMNIA PARTNERS COOPERATIVE PURCHASING AGREEMENT WITH PSI ROOFING, INC., IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-EIGHT THOUSAND, FIVE HUNDRED TWENTY-SIX DOLLARS AND TWENTY-NINE CENTS (\$148,526.29) TO RENOVATE THE PUBLIC WORKS FLEET MAINTENANCE FACILITY ROOF, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") seeks to renovate the Public Works Fleet Maintenance Facility roof, within the City; and

WHEREAS, this proposed contract is based on a competitively bid contract by Region 4 Education Service Center (ESC), Houston, which serves 47 public school districts and 40 public charter schools in Texas and was awarded to National Roofing Partners. This is made available through the National Intergovernmental Purchasing Alliance (National IPA) cooperative purchasing organization which makes these agreements available to the education and public sectors. The parent organization is OMNIA Partners and the contract is one of approximately 400 competitive contracts available to these sectors and it has been extended to February 28, 2023, as indicated in the Region 4 ESC letter to the National Roofing Partners of August 26, 2021; and

WHEREAS, National IPA (a/k/a OMNIA Partners, Public Sector) is "the nation's largest and most experienced cooperative purchasing organization for the public sector." Their purchasing power and suppliers have produced an extensive portfolio of cooperative contracts and partnerships, making OMNIA Partners "the most valued and trusted resource for organizations nationwide"; and

WHEREAS, all contracts in National IPA's portfolio are competitively solicited and publicly awarded by a lead agency (government entity/educational institution), using a competitive solicitation process consistent with applicable procurement laws and regulations. Region 4 Education Service Center ("Region 4 ESC"), one of National IPA's lead agencies, was established in 1967 by the State of Texas under Chapter 8 of the Texas Education Code; and

WHEREAS, Region 4 Education Service Center/National IPA considered the bid submitted by RL National Roofing Partners, LLC dba National Roofing Partners (“NRP”) (“Contractor”) on July 26, 2018 in response to its RFP# 18-09; and

WHEREAS, the Region 4 Education Service Center has awarded NRP a contract (Contract #R180901) to provide a wide range of roofing products, services and job-order-contracting (JOC). The agreement is available to thousands of government agencies nationwide through OMNIA/National IPA Partners; and

WHEREAS, on September 6, 2018, National IPA awarded NRP a contract for roofing products, services, and job-order-contracting services (attached hereto as Exhibit “A”). The contract became effective March 1, 2019 and was set to expire on February 28, 2023. On August 2, 2022, the contract was renewed with a new expiration date of February 29, 2024; and

WHEREAS, pursuant to Section 2-318 (3) of the City’s Purchasing Code allows for purchases and acquisitions under contracts of the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs. The City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback on the Region 4 Education Service Center/National IPA contract with RL National Roofing Partners, LLC d/b/a National Roofing Partners (NRP), in order to benefit from already negotiated rates and enter into an agreement to renovate the Public Works Fleet Maintenance Facility roof, within the City, in an amount not to exceed One Hundred Forty-Eight Thousand Five, Hundred Twenty-Six Dollars and Twenty-Nine Cents (\$148,526.29).

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

Section 1. Adoption of Representations. The above recitals are true and correct and are incorporated into this Resolution by reference.

Section 2. Authorization. The City Commission hereby authorizes the Interim City Manager to piggyback the Region 4 ESC/ National Intergovernmental Purchasing Alliance (National IPA) and RL National Roofing Partners, LLC (d/b/a National Roofing Partners ‘NRP’) Omnia Partners Contract # R180901 for qualified professional services to

Sponsored by: Interim City Manager

renovate the Public Works Fleet Maintenance Facility roof, within the City, in an amount not to exceed One Hundred Forty-Eight Thousand, Five Hundred Twenty-Six Dollars and Twenty-Nine Cents (\$148,526.29), subject to the City Commission approving the fiscal year 2022-2023 Final Annual Budget, including the amount budgeted for this project.

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 and without need of public hearing, by filing a corrected copy of same with the City.

Section 4. Effective Date.

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

PASSED and ADOPTED this ____ day of _____, 2023.

John Taylor, 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)

Sponsored by: Interim City Manager

Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (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:	9.27.2023		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in box)	Yes	No X	Yes	No X
Funding Source: Account# :	(Enter Fund & Dept) Ex: 44-541845		Advertising Requirement: (Enter X in box)	Yes		No X	
Contract/P.O. Required: (Enter X in box)	Yes	No X	RFP/RFQ/Bid#:				
Strategic Plan Related (Enter X in box)	Yes	No X	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

A resolution of the City Commission of the City of Opa-locka, Florida authorizing the City Manager to piggyback the OMNIA Partners Cooperative Purchasing Agreement with PSI Roofing, Inc. for roofing, insulation, and roof restoration of the existing roof for the Public Works Fleet Maintenance Facility.

Staff Summary:

This contract is based on a competitively bid contract by region 4 Education Service Center (ESC), Houston, which serves 47 public school districts and 40 public charter schools in Texas and was awarded to National Roofing Partners. This is made available through the National Intergovernmental Purchasing Alliance (IPA) cooperative purchasing organization which makes these agreements available to the education and public sectors. (The parent organization is OMNIA Partners.) This contract is one of approximately 400 competitive

contracts available to these sectors. This contract has been extended to February 29, 2024, as indicated in the Region 4 ESC letter to the National Roofing Partners of August 26, 2021.

The quote is provided by PSI Roofing of Oakland Park, FL, which is a local partner of National Roofing Partners, and the rate structure is part of the contract awarded by Region 4 Education Service Center in an amount not to exceed One Hundred Forty Eight Thousand Five Hundred and Twenty Six and Twenty Nine Cents (\$148,526.29) for roofing, insulation and roof restoration of the Public Works Fleet Maintenance Facility.

Financial Impact – Funding for this project has been budgeted in the FY 23 Budget, Safe Neighborhood CIP Fund, Account 44-541845. \$150,000 has been budgeted for this account for the restoration of the roof and other enhancements to the facility.

Proposed Action:

Staff recommends the City Commission authorize the Interim City Manager to enter into a contract with PSI Roofing of Oakland Park, FL to renovate the Public Works Fleet Maintenance Facility roof for \$148,526.29 subject to the City Commission approving the FY 23 Final Annual Budget, including the amount budgeted for this project.

Attachment:

1. Quote
2. Renewal Award of Contract #R180901
3. Contract #R180901 between Region 4 Education Service Center and RL National Roofing Partners, LLC



August 25, 2022

Mr. Deryl Kratzer

Deryl.Kratzer@NationalRoofingPartners.com

President

RL National Roofing Partners, LLC dba National Roofing Partners 'NRP'

621 E. State Highway 121 #400

Coppell, TX 75019

Re: Renewal Award of Contract #R180901

Dear Mr. Kratzer:

Per official action taken by the Board of Directors of Region 4 Education Service Center on August 23, 2022, Region 4 ESC is pleased to announce that RL National Roofing Partners, LLC dba National Roofing Partners 'NRP' has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on July 26, 2018, and subsequent performance thereafter:

Contract

Roofing Products, Services, and Job-Order-Contracting Services

The contract will expire on February 29, 2024, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Fred Flores, at (713) 554-0494 or fred.flores@omniapartners.com.

The partnership between RL National Roofing Partners, LLC dba National Roofing Partners 'NRP,' Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

Robert Zingelmann

30EE15BFEF1C4C6...

Robert Zingelmann

Chief Financial Officer, Finance and Operations Services

Region 4 Education Service Center (ESC)

Contract # R180901

for

**Roofing Products, Services, and Job-Order-Contracting
Services**

with

**RL National Roofing Partners, LLC
dba National Roofing Partners 'NRP'**

Effective: March 1, 2019

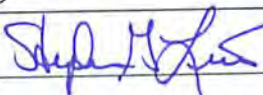
The following documents comprise the executed contract between the Region 4 Education Service Center and RL National Roofing Partners, LLC dba National Roofing Partners 'NRP', effective March 1, 2019:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

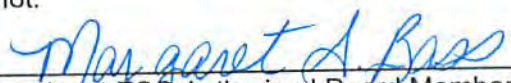
Company name RL National Roofing Partners, LLC dba National Roofing Partners 'NRP'
Address 621 E. State Highway 121 #400
City/State/Zip Coppell, Texas 75019
Telephone No. (866) 537-6034
Fax No. (214) 580-5575
Email address steve.little@kpostcompany.com
Printed name Steve Little
Position with company CEO
Authorized signature 

Accepted by The Cooperative Purchasing Network:

Acknowledgement of Addendum Number: 1

Term of contract 3/1/2019 to 2/28/2021

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.


Region 4 ESC Authorized Board Member

8-28-18
Date

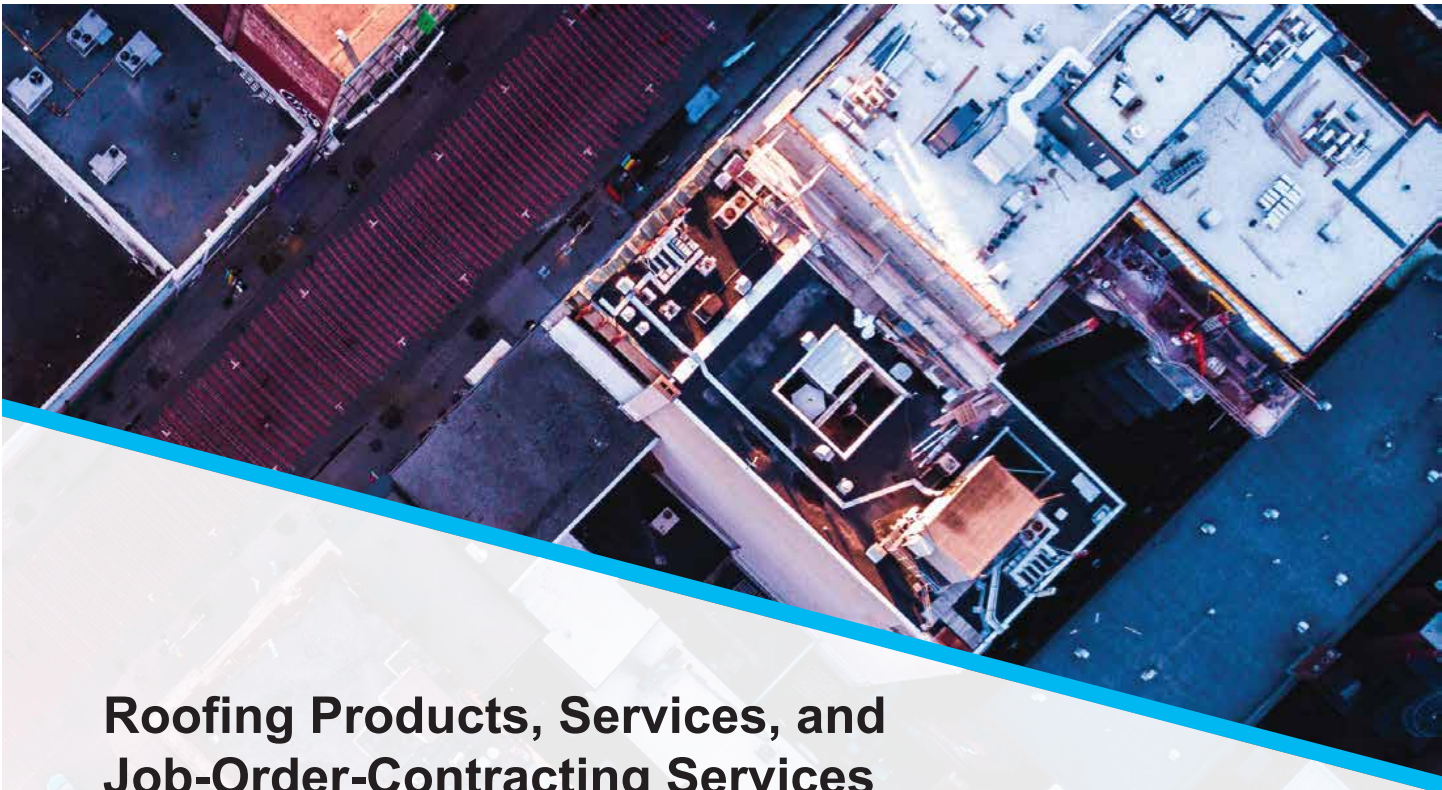
Margaret S. Beiss
Print Name

Carmen J. Moreno
Region 4 ESC Authorized Board Member

8-28-18
Date

CARMEN T. MORENO
Print Name

TCPN Contract Number R180901



Roofing Products, Services, and Job-Order-Contracting Services Solicitation No. 18-09

Submitted by:



National Roofing Partners
621 E. ST HWY 121
Suite 400
Coppell, TX 75019
Ph: 866.537.6034
Fx: 214.580.5575
www.natoinalroofingpartners.com

Submitted by:



Region 4 Education Service Center
7145 West Tidwell Road
Houston, Texas 77092
(713) 462-7708
www.esc4.net



National Roofing Partners

"Superior Service, National Coverage, Single Source"

July 25, 2018

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

Re: Solicitation Number 18-09
Submittal for Roofing Products, Services, and Job Order Contracting Services

To Whom it May Concern,

We would like to thank you for allowing National Roofing Partners (NRP) the opportunity to submit our proposal for Solicitation Number 18-09, Roofing Products, Services, and Job-Order Contracting Services.

We are proud of the fact of having the largest footprint in the United States with our brick and mortar, "best in class" Partners across the United States serving their local communities and surrounding communities with the finest roofing services available. Our Partners are taxpayers in the communities that they serve and are already taking care of local schools, municipalities and higher education facilities through traditional bid processes.

With award of this Region 4 Education Service Center Contract, we feel that we will have great strength in local markets across the country. We have an ambitious Team assembled to start working this effort with years of Cooperative, Roofing and Job Order Contracting Experience. We feel confident that if successful in an award, this will be the only cooperative contract that we would need to have success nationwide.

It is an exciting time at NRP! We have just been awarded a service contract in our Telecom Division that will place us on top of over 50,000 buildings across the United States, many of which are schools, cities and higher education. This will prove to be a great opportunity to have a contract to meet with those facilities managers and share with them the benefits of using the Region 4 ESC Contract.

If you have any questions, please do not hesitate to give me a call. We look forward to being successful in our response and developing long term partnerships with TCPN Members across the country, helping them achieve longer lasting roofs and lower total cost of ownership.

Thank you,

David Adams
Vice-President, Revenue
National Roofing Partners
832.963.5220
david.adams@nationalroofingpartners.com



7145 West Tidwell Road ~ Houston, Texas 77092
(713) 462-7708
www.esc4.net

Publication Date: June 21, 2018

NOTICE TO OFFEROR

SUBMITTAL DEADLINE: Thursday, July 26, 2018 @ 2:00 PM CT

Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net or (713) 744-8189 no later than July 17, 2018 at 5pm CT. All questions and answers will be posted to www.tcpn.org under [Solicitations](#). Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.

Request for Proposal (RFP)
by

Region 4 Education Service Center ("ESC")

for
Roofing Products, Services, and Job-Order-Contracting Services

On behalf of itself, other government agencies and non-profits, made
available through The Cooperative Purchasing Network "TCPN."

Solicitation Number 18-09

Note: Envelopes must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of vendor. Electronic submissions of the RFP will not be accepted. **Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 pm CT, at which time the bid opening process shall commence. Proposals will be collected in a conference room to be determined by Region 4 ESC and opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, shall be disqualified.**

PRE-PROPOSAL CONFERENCE (ADD ONLY IF NECESSARY)

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on July 9, 2018 in the Region 4 ESC offices located at 7145 West Tidwell Road, Houston, Texas 77092. The purpose of this conference is to review the solicitation sections to allow potential Offerors to ask questions and to identify areas in the solicitation that may be unclear.

To attend the conference, Offeror must notify Crystal Wallace, Purchasing Cooperative Specialist, at cwallace@esc4.net, by July 6, 2017. Offeror's who are unable to attend in person but would like to call in must also send an email to request call in instructions from Ms. Wallace.

ATTENTION OFFERORS:

Submission of a proposal confers NO RIGHT on an Offeror to an award or to a subsequent contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a contract. Region 4 ESC reserves the right to amend the terms and provisions of the RFP, negotiate with a proposer, add, delete, or modify the contract and/or the terms of any proposal submitted, extend the deadline for submission of proposals, ask for best and final offers, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. An individual proposal may be rejected if it fails to meet any requirement of this RFP. Region 4 ESC may seek clarification from a proposer at any time, and failure to respond within a reasonable time frame is cause for rejection of a proposal.

Please be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by the State of Texas.

Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If an Offeror believes that its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 Education Service Center ("ESC") must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offerors are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

Date

Authorized Signature & Title

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A. INTRODUCTION

I. Background on Region 4 Education Service Center

Region 4 Education Service Center ("Region 4 ESC" herein "Lead Public Agency") on behalf of itself and all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Participating Agencies") solicits proposals from qualified Offerors to enter into a Vendor Contract ("contract") for the goods or services solicited in this proposal.

Contracts are approved and awarded by a single governmental entity, Region 4 ESC, and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities). These types of contracts are commonly referred to as being "piggybackable."

Region 4 ESC's purchasing cooperative was established in 1997 as a means to increase their economic and operational efficiency. The purchasing cooperative has since evolved into a National Cooperative used to assist other government and public entities increase their economical and operational efficiency when procuring goods and services.

II. What is the role of The Cooperative Purchasing Network ("TCPN")

The Cooperative Purchasing Network ("TCPN") assists Region 4 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the member. TCPN leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services. Through the TCPN solicitation process, Region 4 ESC awards contracts covering Facilities, Furniture, Office Supplies & Equipment, Security Systems, and Technology and other goods and services industries.

III. Purpose of TCPN

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public entities that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting with use of best business practices.

IV. Customer Service

- TCPN is dedicated to making our contracts successful for both our members and our awarded vendors.
- TCPN is committed to providing our members and awarded vendors with high quality service.
- TCPN has dedicated staff available to answer questions, offer guidance and help in any way possible.

B. SCOPE

It is the intention of Region 4 ESC to establish a contract with vendor(s) for Roofing Products, Services, and Job-Order-Contracting Services. Awarded vendor(s) shall perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those in place.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories

Region 4 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, TCPN also requests any value add commodity or service that could be provided under this contract.

While this solicitation specifically covers Roofing Products, Services, and Job-Order-Contracting Services, Offerors are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

C. KEY DEFINITIONS

Days: means calendar days.

Lead agency: means the government entity advertising, soliciting, evaluating and awarding the contract. This definition also includes a public agency that meets the definition of a political subdivision, including a county, city, school district, state, public higher education or special district.

Lowest Pricing Available: means the overall lowest not-to-exceed price available for the specified goods or services at the time the vendor submits their proposal.

Procurement: means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Responsive Offeror: means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

Solicitation: means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other invitation or request by which we invite a person to participate in a procurement.

Specifications: means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

Vendor: means any provider or seller of goods and/or services that has a contractual relationship with Region 4 or TCPN.

D. GENERAL TERMS AND INSTRUCTIONS TO OFFERORS

- I. **Submission of Response:** Unless otherwise specified in the solicitation, all submitted proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Please see format requirements below. **Vendor must also submit two (2) electronic proposals free of propriety information to be posted on Vendor information page if awarded a contract.**

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this proposal.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Offeror and shall be included with the response. (See Appendix D).

- II. **Proposal Format:** Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine. All forms are to be completed electronically.

Tabs should be used to separate the proposal into sections. Each tabulated section should contain both the section of the RFP referenced and the Offeror's response to that section. The following items identified must be included behind the tabs listed below. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

III. **Binder Tabs:**

- Tab 1 – Entire Vendor Contract and Signature Form (pgs. 1-15, Appendix A)
 - General Terms and Conditions Acceptance Form (Appendix D)
- Tab 2 – Questionnaire (Appendix E)
- Tab 3 – Company Profile (Appendix F, excluding References section)
- Tab 4 – Product / Services (Appendix B)
- Tab 5 – References (Appendix F)
- Tab 6 – Pricing (Appendix C)
- Tab 7 – Value Add (Appendix G)
- Tab 8 – Required Documents
 - Additional Required Documents (Appendix H)
 - Acknowledgement & Acceptance of Region 4 ESC Open Records Policy (Page 4).

- IV. **Mailing of Proposals:** All bids and proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From _____
Company _____
Address _____
City, State, Zip _____
Solicitation Name and Number _____ Due Date and Time _____

- V. **Time for Receiving Proposals:** Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 will begin the process of opening all bids publicly by collecting all proposals received before the deadline in the room designated for the bid opening. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.

VI. **Inquiries and/or Discrepancies**: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net or (713) 744-8189 no later than July 17, 2018. All questions and answers will be posted to www.tcpn.org under **Solicitations**. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.

VII. **Restricted and Prohibited Communications with Region 4 ESC**: During the period between the date Region 4 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in Section "Inquiries and/or Discrepancies" in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.**

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Communications between a potential vendor, service provider, bidder, Offeror, lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
- Communications between any director and any member of a selection or evaluation committee; and
- Communications between any director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

VIII. Calendar of Events (subject to change):

Event

Issue RFP
Pre-proposal Conference
Deadline for receipt of questions via email
Issue Addendum/a (if required)
Proposal Due Date
Approval from Region 4 ESC
Contract Effective Date

Date:

June 21, 2018
July 9, 2018
July 17, 2018
To Be Determined
July 26, 2018
August 28, 2018
March 1, 2019

CONDITIONS OF SUBMITTING PROPOSALS

IX. Amendment of Proposal: A proposal may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

X. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any contracts entered into prior to Region 4 ESC receiving notice must be honored.

No Offeror should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

XI. Clarifications: Offeror may receive a written request to clarify, in writing, its proposal in order to determine whether a proposal should be considered for award. The process of clarification is not an opportunity for an Offeror to revise or modify its proposal, and any response by an Offeror to a written request for clarification that attempts to revise or modify its proposal shall be given no effect. The purpose of the request for clarification will be solely made for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal, which may be corrected or waived in the leading agency's sole discretion.

XII. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the contract, and the Offeror shall receive notice of the rejection of its proposal.

XIII. Negotiations: Region 4 ESC shall determine which responsive proposals are in the competitive range and/or are reasonably susceptible of being selected for award. Proposals not in the competitive range may not be further evaluated. Proposals in the competitive range shall be evaluated on the basis of price and the other evaluation criteria set forth in the solicitation. In the event that Region 4 ESC decides to conduct negotiations, notice shall be provided to each Offeror whose proposal is being considered for award, which notice may identify, in general terms, the elements or factors upon which Region 4 ESC intends to base its negotiations. Offerors will not be assisted, in any way, to bring their proposal up to the level of other proposals through discussions. During the course of negotiations, no Offeror's technical proposal or pricing shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Region 4 ESC will also not indicate to Offeror a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Offerors' proposals or prices.

XIV. Best and Final Offer: Region 4 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If

an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.

- XV. Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

References to manufacturer's specifications (Design Guides), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

- XVI. Quality of Materials or Services:** Offeror shall state the brand name and number of the materials being provided. If none is indicated, then it is understood that the Offeror is quoting on the exact brand name and number specified or mentioned in the solicitation.

However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

- XVII. Samples:** Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show that the sample does not comply with solicitation requirements.

Submissions may be rejected for failing to submit samples as requested.

- XVIII. Deviations and Exceptions:** Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 4 ESC to award a manufacturer's complete line of products, when possible.

- XIX. Formation of Contract:** A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 4 ESC. A contract is formed when Region 4 ESC's board signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response thus, eliminating the need for a formal signing process.

- XX. Estimated Quantities:** Region 4 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation based on multiple surveys and usage of other contracts that may have included similar services; however, Region 4 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The volume for this contract is estimated to be from \$25 million a year to \$50 million a year. This information is provided solely as an aid to contract vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

- XXI. Multiple Awards:** Membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 4 ESC to fulfill current and future needs, Region 4 ESC reserves the right to award contract(s) to multiple

vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 4 ESC.

- XXII. Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating members. Region 4 ESC and participating entities reserve the right to obtain like goods and services from other sources.

AWARD PROCESS

- XXIII. Award or Rejection of Proposals:** In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to participating agencies, price and other factors considered. Region 4 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most advantageous response. To qualify for evaluation, a proposal must have been submitted on time, and satisfy all mandatory requirements identified in this solicitation. Proposals that are materially non-responsive will be rejected and the Offeror will be provided notice of such rejection.

- XXIV. Evaluation Process:** In evaluating the responses the following predetermined criteria is considered:

Products/Pricing (40 Points)

1. Scope and breadth of products available
2. All products and services available
3. Pricing for all available products and services
4. Pricing for warranties on all products and services
5. Ability of Customers to verify that they received contract pricing
6. Payment methods
7. Other factors relevant to this section as submitted by the proposer

Performance Capability (25 Points)

1. Ability to deliver products and services nationally
2. Response to emergency orders
3. Average Fill Rate
4. Average on time delivery rate
5. Shipping charges
6. Return and restocking policy and applicable fees
7. History of meeting the shipping and delivery timelines
8. Ability to meet service and warranty needs of members
9. Customer service/problem resolution
10. Invoicing process
11. Contract implementation/Customer transition
12. Financial condition of vendor
13. Website ease of use, availability, and capabilities related to ordering, returns and reporting
14. Offeror's safety record
15. Offeror's subcontracting plan
16. Instructional materials
17. Other factors relevant to this section as submitted by the proposer

Qualification and Experience (25 Points)

1. Offeror's reputation in the marketplace
2. Reputation of products and services in the marketplace
3. Past relationship with Region 4 ESC and/or participating agencies

4. Experience and qualification of key employees
5. Location and number of sales persons who will work on this contract
6. Past experience working with the government sector
7. Exhibited understanding of JOC estimating and delivery method
8. Exhibited understanding of cooperative purchasing
9. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
10. Minimum of 10 customer references relating to the products and services within this RFP
11. Other factors relevant to this section as submitted by the proposer

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training
3. Other factors relevant to this section as submitted by the proposer

XXV. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

XXVI. Evaluation: A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance.

XXVII. Past Performance: An Offeror's performance and actions under previously awarded contracts are relevant in determining whether or not the Offeror is likely to provide quality goods and services to TCPN members; including the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer.

OPEN RECORDS POLICY

XXVIII. Proprietary Information: Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If an Offeror believes that its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

PROTEST OF NON-AWARD

XXIX. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CT. No protest shall lie for a claim that the selected Vendor is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:

1. Name, address and telephone number of protester
2. Original signature of protester or its representative
3. Identification of the solicitation by RFP number
4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested.
5. Any protest review and action shall be considered final with no further formalities being considered.

LIMITATION OF LIABILITY

XXX. Waiver: BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE COOPERATIVE PURCHASING NETWORK AND REGION 4 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

XXXI. NEITHER REGION 4 ESC NOR TCPN SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 4 ESC OR TCPN.

VENDOR CONTRACT AND SIGNATURE FORM

RECITALS

ARTICLE 1- GENERAL TERMS AND CONDITIONS

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- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

- 1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable."
- 3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed Offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

- 4.4. **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation**: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements**: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency**: Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or

- vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

5.5 **Standard Cancellation:** Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments**: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating “*Per TCPN Contract*”. The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting**: The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month. Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10th day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.

Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Supplier shall be deemed a cause for termination of the contract at Region 4 ESC’s sole discretion.

ARTICLE 9- PRICING

- 9.1 **Best price guarantee**: The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of

any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

- 9.2 **Price increase**: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges**: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment**: Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage**: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees**: All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 3% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").

Administrative fee payments are to accompany the contract monthly sales report by the 10th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.

Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.

All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights**: Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1)

year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best effort attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including

any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax**: The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 **Marketing**: Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.
- 13.6 **Certificates of Insurance**: Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations**: It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy**: Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Accepted by The Cooperative Purchasing Network:

Term of contract _____ **to** _____

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

TCPN Contract Number _____

Appendix B:

PRODUCT / SERVICES SPECIFICATIONS

It is the intention of Region 4 ESC to establish an annual contract with highly qualified vendor(s) for **Roofing Products, Services, and Job-Order Contracting Services** on a national basis. Vendor(s) shall, at the request of any participating agency, provide these covered services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS. Vendor shall assist the participating agency with making a determination of its individual needs, as stated below.

The vendor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by the participating agency.

Vendors are encouraged to offer turn-key solutions to address the full range of roofing products and services being sought in this solicitation, including installation, maintenance, repair, and asset management. However, offering a turn-key solution is **not** a requirement that must be met in order to be considered for award.

Those vendors seeking multiple state awards should provide contractor license to work in the requested states and propose a separate coefficient for each.

If vendor is awarded a contract for the requested states and later decides to request additional states to work in under the contract, then a written request must be made to Region 4 ESC requesting the additional state(s). In addition, the contractor must provide proof of license and bonding capability to work in the requested new state(s) along with proof of insurance and other relevant documents.

If a respondent is awarded a contract for the requested states and later decides to request that additional affiliates be allowed to work on this contract, then a written request must be made to Region 4 ESC regarding the addition of the affiliate(s). Successful Respondents must also submit a written request to Region 4 ESC if they wish to discontinue an affiliate from doing work on this contract. All work done under this contract by affiliates, subcontractors or other parties will be the responsibility of the primary contract holder.

The contractor should describe in its business plan how it will include and work with local subcontractors and how it will work with local architects and engineers, especially those A&E firms already working with client members.

Region 4 ESC encourages the use of HUBs, MWBEs and SBEs both as prime and subcontractors. However, they must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify their subcontractors. Some client members will have a set goal for subcontracting requirements and will require that a plan be attached as an addendum to the PO outlining how the contractor will endeavor to meet their goal. Specific plans as part of the contractors' business plan to meet these goals will be part of the overall contractor's evaluation process as well as selection process for certain client members as a requirement for their delivery orders.

The contractor, at his expense and included as part of overhead, will provide adequate insurance coverage meeting at a minimum the requirements of the State of Texas or the state where the job is located. The vendor, if awarded a contract, will provide within 14 days but prior to the commencement of work, a certificate of insurance showing that Region 4 ESC has been named as additional insured. If the member has higher insurance requirements, those requirements may be added as an addendum to the purchase order.

Recognized holidays include: Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

Regular work hours will be 7am to 6pm local time unless otherwise agreed by the participating agency. A schedule for performance of work that can be met without planned overtime is the responsibility of the Contractor, unless otherwise requested by the owner.

JOB-ORDER-CONTRACTING DELIVERY METHOD

As appropriate and allowed by chapter 2269 of the Texas Government Code, contractors may deliver projects through the job order contracting delivery method under this contract. Contractors should demonstrate their experience with JOC estimating and delivery on at least 5 previous projects as requested in Appendix F.

PERFORMANCE BOND PLAN

The contractor shall submit a detailed performance bond plan that will meet the participating agency's local and state statutory requirements. The vendor is required to be knowledgeable and current on all statutory requirements for bonding. This should include, but is not limited to, a letter from a surety company that is licensed to do business in the states being proposed in the submittal. Vendors shall also provide a written statement acknowledging that they can provide surety letters for any affiliates to Region 4 ESC or participating agencies upon request. Vendors may need to provide additional capacity as work orders increase. Bonds will not require that a fee be paid to Region 4 ESC. The actual cost of the bond will be a pass-through expense to the client and added to the purchase order.

SAFETY/ENVIRONMENTAL PLAN

The contractor shall submit a detailed safety plan with their submittal. It should specifically address how the contractor will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer will interact with the client member's staff and management of safety and environmental issues while working in occupied areas.

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

The contractor shall submit a QA/QC plan within with their submittal. This plan shall detail the day to day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the participating agency's staff.

SUBCONTRACTING PLAN AND/OR EXPLANATION OF APPLICABLE AFFILIATE RELATIONSHIPS

The contractor shall submit a subcontracting plan with their submittal. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards as the contractor. This will include a subcontractor's log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the vendor

will implement his safety plan with subcontractors (may reference the vendor's safety plan). The subcontractors will be held to the same standards as the primary roofing contractor.

A distinct portion of the subcontracting plan needs to deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms. Describe how your company will institute a prompt payment plan upon completion and acceptance of their work and how your company will make progress payments to subcontractors on long term job orders.

The contractor shall submit a plan detailing the relationship with any applicable affiliates that may do work under this contract. This submittal should include, but is not limited to, work history, credentials, PO processes, and process to maintain upstanding workmanship and service.

PRODUCT PERFORMANCE MINIMUM REQUIREMENTS

All roof systems must meet the regulatory requirements of the International Building Code, all applicable state and local codes for public buildings, including, but not limited to, UL 790, Class A, and FM Class 1-90 Fastening Standards. The prime contractor awarded a contract will comply with the latest, most stringent industry-standard construction details published by the National Roofing Contractors Association's **the NRCA Roofing and Waterproofing Manual**, 4th edition. (NRCA, 10255 W. Higgins road, Suite 600, Rosemont, IL 60018 || 847-299-9070 || Fax 847-299-1183). Any deviations, such as the use of proprietary designs of the prime contractor or special construction for regional climatic conditions, must be identified and explicitly agreed to by the participating agency.

ASSOCIATED PROJECT SUPPORT REQUIREMENTS

The contractor shall remove movable furniture in the work area and place it back in the required location upon completion. The purchase, delivery and storage of project construction materials should not interfere with the client's operations. Damages that occur to the client's facilities or equipment must be repaired or purchased to like or better condition by the vendor at no charge. All permits will be acquired by the vendor and invoiced at cost as part of the purchase order, unless they are provided by the participating agency.

Region 4 ESC or its representative reserves the right to inspect any project and review the contractor's project files, documentation, and correspondence.

Utilities at the job sites will be furnished free of charge to the vendor by the participating agency. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the vendor or supplied by the vendor and charged to the client. Upon project completion, the connections will be removed at the direction of the client.

It is the contractor's responsibility to analyze their electrical needs and the ability of the client's facility to accommodate his request. The electricity at the job site will be free to the vendor. It will be the responsibility of the contractor to coordinate his requests and needs with the client. If additional capacity is required, the contractor is responsible for arranging for the equipment, the installation and removal at his own expense. If possible, toilet facilities will be made available by the client or the vendor will make arrangements for portable toilets.

The participating agency reserves the right to require the contractor's employees, representatives and consultants to wear identification and stay in designated work areas at all times while on the participating agency's property. The participating agency shall have the right to affect the immediate removal of any person associated with the contractor from the member's property for failure to wear identification, for being outside a designated work area, or for engaging in any behavior that the

member deems inappropriate directed toward or in the vicinity of students, employees, officials, or guests of the participating agency.

Contractor shall perform the appropriate background checks of any personnel that will be performing the services within the proximity of minors. Vendor shall notify the participating agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the participating agency reserves the right to reject the proposed employee with a criminal background. No person employed by the vendor who has been found guilty of any criminal offenses shall be allowed into the work site without prior approval of the participating agency.

Description of Products and Services Offered

(Note: Pricing is to be provided separately in the Pricing tab)

A listing of products and services that should be offered under this contract is provided in the Pricing tab, but the offering need not be limited by this listing. Contractor may provide additional products and services either in this section or the value-add section. Pricing on these non-line items products and services can be addressed through a margin, a unit price book, or any other auditable pricing mechanism. Any product or service offered must have pricing that can be audited as outlined in the Pricing section in this solicitation (Appendix C). Contractors may propose a Unit Price Book to be used as an alternate pricing mechanism for special situations and for JOC delivery. Provide the coefficient(s) for all applicable regions for the unit price book proposed on the final page provided in the Pricing tab.

Appendix C:

PRICING

Electronic Price Lists

- Offerors must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular Offeror and the pricing per item.
- Services such as installation, delivery, tech support, training, and other services must be priced or listed as free in order to be offered on the contract. Unlisted services will not be accepted.
- Electronic price lists must contain the following: *(if applicable)*
 - Manufacturer part #
 - Contractor part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to Region 4 ESC (including freight)
- Media submitted for price list must include the Offeror's company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in excel or delimited format only.***

Not to Exceed Pricing

- Region 4 ESC requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Contractor must allow for lower pricing to be available for similar product and service purchases.

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
	Water Resistant Roofing		
1	Pressure cleaning, vertical walls	SF	
2	Pressure cleaning, horizontal surfaces	SF	
3	Roof scanning to identify wet or substandard roof components to be removed	SF	
4	Asphalt emulsion coating, waterproofing, brush applied, per coat	SF	
5	Rubberized coating waterproofing, brush applied, per coat	SF	
6	Vinyl/acrylic resin, dampproofing, brush applied per coat.	SF	
7	Non-pigmented synthetic resin, waterproofing, one coat sprayed on	SF	
8	Caulking: remove existing, clean and prime joint	LF	
9	Caulking, epoxied urethane compound, 2 component, 1/4" x 1/4", in place	LF	
10	Caulking, polyurethane, 1 component, 1/4" x 1/4", in place	LF	
11	Caulking, polyurethane, 1 component, 1/2" x 1/2", in place	LF	
12	Caulking, silicone rubber, 1 component, 1/4" x 1/4", in place	LF	
13	Caulking, epoxied urethane compound, 2 component, 1/4" x 1/4", in place	LF	
14	Caulking, silicone rubber, 1 component, 3/4" x 3/8", in place	LF	
15	Backer rod, polyethylene, 3/8" diameter, installed in prepared opening	LF	
16	Backer rod, polyethylene, 1/2" diameter, installed in prepared opening	LF	
17	Backer rod, polyethylene, 3/4" diameter, installed in prepared opening	LF	
18	Backer rod, polyethylene, 1" diameter, installed in prepared opening	LF	
19	Building paper, asphalt felt sheathing paper, 1 ply, 15#, in place	SF	
20	Building paper, asphalt felt sheathing paper, 1 ply, 40#, in place	SF	

21	Building paper, red rosin paper, 5 square rolls, 4#, in place	SF	
22	Vapor retarder adhered, 2 ply inorganic, glass Type 15, applied in Type IV (or appropriate type) asphalt, in place	SF	
23	Vapor retarder, 2 ply organic, Type 15 pound, applied in Type IV asphalt (or appropriate type), in place	SF	
24	Vapor retarder; 2-ply inorganic, glass, Type IV, applied in cold adhesive to 4' x 8' x 1/4" glass-mat embedded, water resistant gypsum core panel mechanically fastened	SF	
	Insulation		
1	Demolition of roof insulation, per inch of depth	SF	
2	Demolition of lightweight cementitious fills, per inch of depth	SF	
3	Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1" thick, R-6.6, applied Type IV asphalt		
3a	Hot applications	SF	
3b	Cold applications	SF	
4	Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1 1/2" thick, R-10.0, applied Type IV asphalt		
4a	Hot applications	SF	
4b	Cold applications	SF	

5	Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets, 1" thick, R-6.6, mechanically fastened	SF	
6	Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1 1/2" thick, R-10.0, mechanically fastened	SF	
7	Roof deck insulation, fiberboard in 4' x 4' sheets, 1/2" thick, R-1.39, applied Type IV asphalt		
7a	Hot applications	SF	
7b	Cold applications	SF	
8	Roof deck insulation, fiberboard in 4' x 8' sheets, 25/32" thick, R-2.4, installed hot/cold or mechanically attached coated six sides		
8a	Hot applications	SF	
8b	Cold applications	SF	
8c	Mechanically attached	SF	
9	Roof deck insulation, fiberboard in 4' x 4', 1" thick, R-2.78, applied Type IV asphalt (or appropriate asphalt), coated six sides		
9a	Hot applications	SF	
9b	Cold applications	SF	
10	Roof deck insulation, fiberboard in 4' x 4' sheets, 1/2" thick, R-1.39, mechanically fastened, coated six sides	SF	
11	Roof deck insulation, fiberboard in 4' x 4', 1" thick, R-2.78, mechanically fastened, coated six sides	SF	
12	Roof deck insulation, lightweight cellular wire reinforced concrete fill, R-value depending on thickness, per inch of depth	SF	
13	Roof deck insulation, vermiculite at 1/8:12, R-value depending on thickness, per inch of depth	SF	
14	Roof deck insulation, vermiculite at 1/4:12, R-value depending on thickness, per inch of depth	SF	
15	Roof deck insulation, gypsum panels, 3" thick	SF	

16	Roof deck insulation, Isocyanurate (black facer only), tapered, 1/8" per foot slope, Type IV asphalt, per inch of depth	SF	
17	Roof deck insulation, Isocyanurate (black facer only), tapered, 1/4" per foot slope, Type IV asphalt, per inch of depth	SF	
18	Cold insulation adhesive	SF	
19	CDX Gypsum, 1/4" x 4' x 8'		
19a	Mechanically attached	SF	
19b	Set into adhesive	SF	
20	CDX Gypsum, 1/2" x 4' x 8'		
20a	Mechanically attached	SF	
20b	Set into adhesive	SF	
21	CDX Gypsum with fiberglass, facer: 1/4" x 4' x 8'		
21a	Mechanically attached	SF	
21b	Set into adhesive	SF	
22	CDX Gypsum with fiberglass facer: 1/2" x 4' x 8'		
22a	Mechanically attached	SF	
22b	Set into adhesive	SF	
	Roof Tiles and Shingles		
1	Remove composition shingles and felts to decking	SF	
2	Test for asbestos prior to removal	SF	
3	Remove clay, concrete, or slate roof tiles to decking	SF	
4	Remove wood shingles and felts to decking	SF	
5	Shingles, fiberglass, Class A, 25-year strip shingles, slopes 3:12 or greater	SF	
6	Shingles, fiberglass, Class A, 30-year, premium laminated multilayered	SF	

7a	Replace clay or concrete roof tiles	Each	
7b	Replace/repair other shingles	Each	
8	Self-adhering ice and water shield membrane for shingles, tiles, metal waterways, penetrations, valleys, ridges, edges, etc.	SF	
	Roofing and Roof Restoration		
1	Remove built-up roof, multi-ply aggregate, non-asbestos, 1" thick or less	SF	
2	Remove single-ply roof: ballast, and membrane only	SF	
3	Remove single-ply roof, membrane partially or fully adhered	SF	
4	Remove single-ply roof, membrane mechanically attached	SF	
5	Remove copper sheet roofing	SF	
6	Base sheet, 3-ply fiberglass, Type IV (or appropriate type) asphalt (17 year roof)	SF	
7	Base sheet, 4-ply fiberglass, mechanically attached (17-year roof)	SF	
8	Fiberglass cap finishing membrane	SF	
9	Base sheet with 2 ply, fiberglass felts, Type IV asphalt (or appropriate type)	SF	
10	Base sheet with 3 ply, fiberglass felts, Type IV asphalt (or appropriate type)	SF	
11	Base sheet mechanically attached with 4 ply, Type VI fiberglass felts, Type IV (or appropriate type) asphalt	SF	
12	Nail base sheet, 3 ply Type VI fiberglass felts, fiberglass cap, Type IV (or appropriate type) asphalt.	SF	
13	Base sheet with 4 ply; 2 polyester and 2 fiberglass felts, Type IV (or appropriate type) asphalt (20 year roof)	SF	
14	Built-up roof, base sheet with 3 ply polyester roofing sheet, Type IV (or appropriate type) asphalt (20 year roof)	SF	
15	Built-up roof, base sheet with 3 ply Type GS fiberglass, cold process adhesive (20 year roof)	SF	

16	Built-up roof base sheet plus 4 ply Type G2 fiberglass, cold process adhesive (30 year roof)	SF	
17	Built-up roof, base sheet, 1 ply Type VI fiberglass, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (15 year roof)	SF	
18	Built-up roof, base sheet, 2 ply polyester roofing sheet, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (or appropriate type) (20 year roof)	SF	
19	Built-up roof, base sheet, G-2, 33 lb., mechanically attached	SF	
20	Built-up roof, base sheet, G-2, 33 lb., Type IV asphalt	SF	
21	Built-up roof, premium asphalt, added cost per ply per square foot	SF	
22	Built-up roof, modified bitumen adhesive, added cost per ply per square foot	SF	
23	Built-up roof, surface with cold asphaltic surfacing adhesive and gravel	SF	
24	Built-up roof, surface with emulsion and granules	SF	
25	Built-up roof, surface with emulsion and aluminum coating	SF	
26	Built-up roof, surface with emulsion and white elastomeric coating	SF	
27	Built-up roof, surface with aluminum coating or paint	SF	
28	Built-up roofing, surface with high solids white elastomeric coating	SF	
29	Built-up roofing repairs; fibered asphalt mastic, brush grade, with fiberglass mesh.	SF	
30	Built-up roofing repairs; pitch-based mastic, with fiberglass mesh	SF	
31	Built-up roofing repairs; elastomeric mastic, with fiberglass mesh	SF	
32	Built-up roofing restoration, coal tar pitch roofs	SF	
33	Built-up roofing restoration, odorless, coal tar pitch or asphalt roofs	SF	
34	Single-ply roof, CSPE, 45 mils reinforced, asbestos free, mechanically fastened	SF	

35	Single-ply roof, CSPE, 60 mils reinforced, asbestos free, mechanically fastened	SF	
36	Single-ply roofing repairs (CSPE, PVC, and EPDM)		
36a	CSPE	SF	
36b	PVC	SF	
36c	EPDM	SF	
37	Flashing membrane, 2 ply, Type IV or Type VI fiberglass	SF	
38	Flashing membrane, 1 ply polyester and 1 ply modified bitumen	SF	
39	Flashing membrane, 2 ply, polyester	SF	
40	Flashing membrane, CSPE	SF	
41	Flashing membrane, CSPE with aluminum coating	SF	
42	Polyurethane foam roofing	SF	
43	Additional Polyurethane foam coating	SF	
44	Single-ply roof, EDPM, 45 mils reinforced, mechanically fastened	SF	
45	Single-ply roof, EDPM, 60 mils fully adhered	SF	
46	Built-up roof, base sheet with 3 ply trilaminate ply, cold process adhesive (25 year roof)	SF	
47	Built-up roof, surface with premium asphalt, and gravel.	SF	
48	Built-up roof, surface with Fire Retardant Aluminum coating or paint, single coat	SF	
49	Modified Bitumen roof, base sheet, cap sheet, cold Modified Bitumen Adhesive	SF	
50	Built-up roof, 3 ply fiberglass felts, Type IV asphalt	SF	
51	Single ply Roof, 45 mils fully adhered with bonding adhesive	SF	
52	Single ply roof, TPA Fleece Back, 45 mils fully adhered with hot asphalt	SF	
53	Single ply roof, 45 mils mechanically attached	SF	
54	Base sheet mechanically attached with 3 ply fiberglass felts, Type 1 - Coal Tar Pitch	SF	

55	Base sheet mechanically attached with 3 ply Organic felts, Type 1 - Coal Tar Pitch	SF	
56	Built-up roof, 4 ply Fiberglass felts, Type 1 Coal Tar Pitch	SF	
57	Build-up roof, 4 ply Organic felts, Type 1 Coal Tar Pitch	SF	
58	Built-up roof, surface with hot Coal Tar Pitch and gravel	SF	
59	Single ply repairs using 2 coat polyurethane, elastomeric coating system	SF	
60	Single ply repairs at laps or defects using 2 coats elastomeric coating system with reinforcement	SF	
61	Single ply roof, TPA fleece back, 60 mils fully adhered with hot asphalt	SF	
62	Single ply roof 60 mils fully adhered with bonding adhesive	SF	
63	Built-up roof, 1 ply Trilaminate, 1 ply Modified Bitumen Sheet, fire rated	SF	
	Masonry		
1	Brick, remove and reset, 1 to 50 sq ft	SF	
2	Brick, remove and reset, over 50 sq ft	SF	
3	Block, remove and reset	SF	
4	Coping stones, remove and reset	Each	
5	Brick, block or coping removal	Each	
6	Brick, block and brick exterior wall maintenance, repair and application of protective coatings.		
6a	Selective Demolition of Concrete Block Masonry Units (CMU) with perimeter saw cutting- swingstage 4", 6" and 8" block (high-rise)	Each	
6b	Selective Demolition of Brick Masonry Units with perimeter saw cutting - swingstage one, two, and three wythe (high-rise)	SF	
6c	Selective Demolition of Brick Masonry Units with perimeter saw cutting - scaffolding one, two and three wythe (low-rise)	SF	

7	Selective Demolition of Mortar Joint with Perimeter Sawcutting – Swingstage (high-rise)		
7a	Removal of existing mortar (½” wide by ¾” depth)	SF	
7b	Removal of existing mortar (¾” wide by ¾” depth)	SF	
7c	Removal of existing mortar (½” wide by 1½” depth)	SF	
7d	Removal of existing mortar (¾” wide by 1½” depth)	SF	
8	Selective Demolition of Mortar Joint with Perimeter Sawcutting – Scaffolding (low-rise)		
8a	Removal of existing mortar (½” wide by ¾” depth)	SF	
8b	Removal of existing mortar (¾” wide by ¾” depth)	SF	
8c	Removal of existing mortar (½” wide by 1½” depth)	SF	
8d	Removal of existing mortar (¾” wide by 1½” depth)	SF	
9	New Pointing Work – Swingstage (high-rise)		
9a	Furnish and install new mortar (½” wide by ¾” depth)	SF	
9b	Furnish and install new mortar (¾” wide by ¾” depth)	SF	
9c	Furnish and install new mortar (½” wide by 1 ½” depth)	SF	
9d	Furnish and install new mortar (¾” wide by 1 ½” depth)	SF	

10	New Pointing Work – Scaffolding (low-rise)		
10a	Furnish and install new mortar ($\frac{1}{2}$ " wide by $\frac{3}{4}$ " depth)	SF	
10b	Furnish and install new mortar ($\frac{3}{4}$ " wide by $\frac{3}{4}$ " depth)	SF	
10c	Furnish and install new mortar ($\frac{1}{2}$ " wide by 1 $\frac{1}{2}$ " depth)	SF	
10d	Furnish and install new mortar ($\frac{3}{4}$ " wide by 1 $\frac{1}{2}$ " depth)	SF	
11	Removal of Roof Parapets – Swingstage (high-rise)		
11a	Removal of 3 wythe brick parapet wall (24" high)	SF	
11b	Removal of 3 wythe brick parapet wall (42" high)	SF	
11c	Removal of 2 wythe brick parapet wall (24" high)	SF	
11d	Removal of 3 wythe brick parapet wall (42" high)	SF	
12	Removal of Roof Parapets – Scaffolding (low-rise)		
12a	Removal of 3 wythe brick parapet wall (24" high)	SF	

12b	Removal of 3 wythe brick parapet wall (42" high)	SF	
12c	Removal of 2 wythe brick parapet wall (24" high)	SF	
12d	Removal of 3 wythe brick parapet wall (42" high)	SF	
13	Reconstruction of Brick Masonry Roof Parapets – Swingstage (high-rise)		
13a	New brick masonry parapet w/stone coping and flashings (3 wythe - 24" high)	SF	
13b	New brick masonry parapet w/stone coping and flashings (3 wythe - 42" high)	SF	
13c	New brick masonry parapet w/stone coping and flashings (2 wythe - 24" high)	SF	
13d	New brick masonry parapet w/stone coping and flashings (2 wythe - 42" high)	SF	
14	Reconstruction of Brick Masonry Roof Parapets – Scaffolding (low-rise)		
14a	New brick masonry parapet w/stone coping and flashings (3 wythe - 24" high)	SF	
14b	b) New brick masonry parapet w/stone coping and flashings (3 wythe - 42" high)	SF	
14c	c) New brick masonry parapet w/stone coping and flashings (2 wythe - 24" high)	SF	
14d	d) New brick masonry parapet w/stone coping and flashings (2 wythe - 42" high)	SF	
15	New Throughwall Flashings – Swingstage (high-rise)		

15a	Removal of 4 courses 1 wythe brick wall w/Temporary Shoring	SF	
15b	Removal and replacement of steel lintel	SF	
15c	Furnish and install new flashings (Bituthane)	SF	
15d	Furnish and install new flashings (Lead coated copper)	SF	
15e	Parging and waterproofing of back-up wall	SF	
16	New Throughwall Flashings – Scaffolding (low-rise)		
16a	Removal of 4 courses 1 wythe brick wall w/Temporary Shoring	SF	
16b	Removal and replacement of steel lintel	SF	
16c	Furnish and install new flashings (Bituthane)	SF	
16d	Furnish and install new flashings (Lead coated copper)	SF	
16e	Parging and waterproofing of back-up wall	SF	
17	Brick Masonry/Stone Stabilization		
17a	Drilling and installation of new friction pins with mortar cap	SF	
17b	Drilling and installation of new friction pins for lime stone with mortar cap	SF	
18	Limestone Removal and Replacement.		
18a	Removal of existing deteriorated architectural limestone	SF	
18b	Furnish and install new limestone replacement.	SF	
18c	Replacement of stone with lightweight polymer resin to match	SF	
18d	Minor patching of existing stone to match	SF	
19	Terra Cotta Removal and Replacement.		
19a	Removal of existing deteriorated architectural Terra Cotta	SF	
19b	Furnish and install new Terra Cotta replacement.	SF	
19c	Replacement of stone with lightweight polymer resin to match	SF	
19d	Minor patching of existing stone to match	SF	
20	Roof Coping Stones.		
20a	Removal of existing roof coping stones (16 inches)	SF	

20b	Removal and parging of existing substrate	SF	
20c	Furnish and install new lead coated copper flashings	SF	
20d	Drilling and epoxy grouting stainless steel pins	SF	
20e	Reinstallation of existing stones with cleaning	SF	
20f	Furnish and install new coping stones	SF	
20g	Furnish and install new sealants between coping stones.	SF	
20h	Cleaning and coating of existing stones.	SF	
21	CMU Backup Wall Repair and Waterproofing.		
21a	Replacement of Deteriorated CMU Back-up	SF	
21b	Parging of CMU back-up wall	SF	
21c	Waterproofing of back-up wall	SF	
22	Brick Masonry Piers		
22a	Isolated repair of existing masonry piers (removal and replacement)	SF	
22b	Reconstruction of isolated areas of pier	SF	
22c	Construction of new masonry piers.	SF	
23	Crack Repair		
23a	Drill and install new stainless steel pins.	Each	
23b	Grouting of open cracks	SF	
23c	Replacement of cracked bricks	SF	
24	Concrete Removal		
24a	Perimeter sawcutting	SF	
24b	Removal of existing concrete (2" depth).	SF	
24c	Removal of existing concrete (3.5" depth).	SF	
25	New Concrete and Coating		
25a	Placement of new high strength patching mortar (2" depth)	SF	
25b	Placement of new high strength patching mortar (3.5" depth).	SF	
25c	Cleaning and coating of concrete surface.	SF	
25d	Sidewalk Bridging.	SF	
25e	Temporary Roof Protection	SF	
26	Metal Work		
26a	Remove standard metal decking	SF	

26b	Install metal decking; 1-1/2" deep, 20 gauge, standard profile	SF	
27	Install steel plate, two sizes	SF	
27a	10 Gauge, standard application	SF	
27b	Extra heavy-duty 1/4th inch	SF	
28	Remove metal counterflashing	LF	
28a	Counterflashing, galvanized, 24 gauge, 6" width	LF	
28b	Counterflashing, copper, 16 oz., 6" width	LF	
29	Remove metal edge, gravel stop, eave strip, or coping	LF	
29a	Metal edge raised, galvanized steel fascia/eave drip; 6" face, hemmed, continuous cleat, 3" deck flange	LF	
29b	Gravel stop, galvanized steel, 24 gauge, 6" face	LF	
30	Remove metal gutter	LF	
30a	Gutter, galvanized steel, ASTM 526, with 12.5oz./square foot galvanized coating, 24 gauge, 5" box or ogee style, joints and end caps shall be soldered	LF	
30b	Gutter, aluminum, .050" thick 5" box or ogee, painted, Kynar finish	LF	
30c	Gutter, copper, 16 oz, half round, 5" wide	LF	
30d	Gutter, copper, 16 oz, half round, 6" wide	LF	
31	Remove metal downspouts	LF	
31a	Downspouts, aluminum, .024" thick, 3" x 4", painted, installed	LF	
31b	Downspouts, GI, 24 gauge 3" x 4" installed	LF	
31c	Downspouts, GI, 24 gauge, 4" round, installed	LF	
31d	Downspouts, copper, 16 oz., 6" round, installed	LF	
31e	Downspouts, strainer	Each	
31f	Metal flashing, apron flashing, 9" wide	LF	
31g	Metal flashing, step flashing	Each	
31h	Metal splash pan, 16 oz.	Each	
31i	Metal trim, aluminum, .032" thick, painted	SF	
31j	Metal storm collar	Each	

31k	Metal coping, galvanized steel, 24 gauge, standing seam	SF	
31L	Metal coping, galvanized steel, 24 gauge, with butt plate	SF	
31m	Resolder joints in sheet metal	LF	
31n	Metal edge, aluminum, 0.50 thick 6" face painted	SF	
31n	Metal edge, aluminum, free floating fascia system	SF	
31o	Parapet wall metal	SF	
31p	Metal edge, anodized finished aluminum, free floating fascia system 8 inches	SF	
31q	Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 8 inches	SF	
31r	Metal edge, anodized finished aluminum, free floating fascia system 6 inches	SF	
31s	Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 6 inches	SF	
32	New Aluminum Metal Cladding		
32a	Furnish and install new uninsulated aluminum wall cladding	SF	
32b	Furnish and install new insulated aluminum wall cladding	SF	
32c	Furnish and install new insulated aluminum wall cladding panels (Architecture	SF	
32d	Cladding of roof parapet walls with copings.	SF	
33	New Exterior Insulation and Finish System (EIFS)		
33a	New Exterior Insulation and Finish System (EIFS)	SF	
33b	New Exterior Insulation Finish System (EIFS) w/o insulation	SF	
33c	New Metal Copings.	SF	
34	Surface Preparation		
34a	Cleaning of existing steel and surface.	SF	
34b	Coating of existing reinforcement	SF	
34c	Exterior rated gypsum board sheathing and substrate	SF	

35	Woodwork		
35a	Demolition of plywood or standard 1" x 6" decking	SF	
35b	Demolition of standard 2" x 6" tongue and groove decking	SF	
35c	Plywood decking, CDX, 1/2" thick (or 15/32" optional)	SF	
35d	Plywood decking, CDX, 5/8" thick	SF	
35e	Plywood decking, CDX, 3/4" thick	SF	
35f	Standard 1" x 6" decking, tongue and groove	SF	
35g	Standard 2" x 6" tongue and groove decking	SF	
35h	Cants, wood fiber, trapezoidal, 1 1/2" x 5 5/8"	LF	
35i	Cants, SBX treated wood, 4" x 4" diagonal	LF	
35j	Nailer, SBX treated wood, 1" x 4"	LF	
35k	Nailer, SBX treated wood, 2" x 4"	LF	
36	Nailer, SBX treated wood		
36a	2" x 6"	LF	
36b	2" x 8" optional	LF	
36c	Curbing, SBX treated wood, 2" x 12"	LF	
37	Joist, fir		
37a	2" x 6"	LF	
37b	2" x 8" optional	LF	
38	Joist, fir		
38a	2" x 10"	LF	
38b	2" x 12" optional	LF	
39	Standing Seam Metal Roof System (SSMRS) Price Each Specification Using Line Items		
39a	Pre-Engineered SSMRS, products (20-year roof)	SF	
39b	Subpurlins	LF	
39c	Roof panel installation	SF	
39d	Field forming of panels	SF	
39e	Concealed anchor clips	Each	
39f	Vapor retarder installation	SF	
39g	Insulation installation	SF	
39h	Gutters (SSMRS only)	LF	
39i	Gutter liners	SF	
39j	Flashing	LF	

39k	Expansion joints	LF	
40	Finishing touches (no additional cost in contract)		
40a	Snow retention assemblies	LF	
40b	Self-adhering ice and water shield membrane for shingles, tiles, metal waterways, penetrations, valleys, ridges, edges, etc.	LF	
41	Roof Specialties and Accessories		
41a	Remove roof hatch	Each	
41b	Roof hatch, aluminum, 2'6" x 3'0"	Each	
41c	Roof hatch, aluminum, larger sizes	SF	
41d	Remove existing roof drain, except plumbing	Each	
41e	Install new roof 4" drain, except plumbing	Each	
41f	Install new roof 6" drain, except plumbing	Each	
41g	Reflash existing roof drain	Each	
41h	Plumbing stack, 4# lead flashing	Each	
41i	Scupper, sheet steel, 24 gauge ASTM A 526, match existing configuration	Each	
41j	Remove existing walkway, built-up roofs	SF	
41k	Walkway, built-up roofs, desert tan fiberglass	LF	
41L	Walkway, built up roofs, non skid	LF	
42	Walkway, single ply roof		
42a	30" wide roll goods, tape attached	LF	
42b	30" wide roll, hot asphalt attached	LF	
42c	30" wide roll, adhesive attached	LF	
42d	Roof ventilators	Each	
42e	Roof ladder, steel, bolted to concrete, up to 20 feet, without cage	LF	
42f	Roof ladder, steel, bolted to concrete, 20 feet and up, with cage; with intermediate landings as required by Code	LF	
42g	Roof ladder, security ladder guard	Each	
42h	Termination bar, aluminum, 1/4" x 1"	LF	

42i	Pitch pocket, 24 gauge, GI, 6" x 6", with storm collar hemmed to outside, soldered corners and seams	Each	
42j	Pitch pocket, 24 gauge, GI, 8" x 8", with storm collar, hemmed to outside, soldered corners and seams	Each	
43	Pitch pocket, resurface top only		
43a	8" x 8"	Each	
43b	12" x 12"	Each	
43c	Expansion joint, butyl or neoprene bellows, galvanized flange	LF	
43d	Expansion joint, CSPE reinforced	LF	
43e	Repair kit for dry repairs	Each	
43f	Repair kit for wet repairs	Each	
44	Skylights (price each size and lens combination)		
44a	Standard 3' x 5', 4' x 4', 4' x 8' with single clear lenses	SF	
44b	Standard 3' x 5', 4' x 4', 4' x 8' with clear double lenses	SF	
44c	Skylight lens replacement only, clear	SF	
44d	Skylight lens replacement only, double clear	SF	
45	Security/fall bars for skylights		
45a	3' x 5'	Each	
45b	4' x 4'	Each	
45c	4' x 8'	Each	
45d	Special sizes	SF	
46	Roof Services		
46a	Asbestos core testing and patch of existing roof surface	Each	
46b	Core analysis, 14" x 14" and patch of existing roof surface	Each	
46c	Non destructive roof scan, up to 50,000 sq ft, full service each	Each	
46d	Additional foot over 50,000 sq ft	SF	
46e	Non destructive roof scan, up to 50,000 sq ft, limited service	Each	
46f	Additional foot over 50,000 sq ft	Each	

46g	Roof inspection services (visual inspection of roofing service/membrane, flashings, counterflashings, copings, parapets, trims, hatches, penetrations, curbs, roof-mounted equipment, etc. with a written report of findings and recommendations	Day	
46h	Field/shop drawings, up to 10,000 sq ft	SF	
46i	Field/shop drawings, 10,000-50,000 sq ft	SF	
46j	Field/shop drawings, over 50,000 sq ft	SF	
46k	Prime contractor's warranty, restoration, less than 10,000 sq ft, minimum charge	Per Project	
46L	Prime contractor's warranty, restoration, over 10,000 sq ft, minimum charge	Per Project	
46m	Prime contractor's warranty, re-roof, total system, 15 year, less than 10,000 sq ft, minimum charge (Standard)	Per Project	
46n	Prime contractor's warranty, re-roof, total system, 15 year, less than 10,000 sq ft, minimum charge (includes 2, 5, 7, 10, 15 year inspections)	Per Project	
46o	Prime contractor's warranty, re-roof, total system, 15 year, more than 10,000 sq ft, minimum charge (Standard)	Per Project	
46p	Prime contractor's warranty, re-roof, total system, 15 year, more than 10,000 sq ft, minimum charge (includes 2, 5, 7, 10, 15 year inspections)	Per Project	
46q	Per diem rate per worker per 24 hour period of time	Per Day	
46r	Prime contractors per diem/costs for asbestos abatement planning	Day	
46s	Asbestos abatement activities, BUR removal and disposal of waste	SF	
46t	Project site is located 65 or more miles from the contractor's/subcontractor's yard/home location.	SF	
46u	Asbestos site monitoring	Day	
47	Annual or semi-annual roof housekeeping-per location		
47a	Cost once a year per location if less than 20,000 sq. ft.	SF	
47b	Cost per Sq.ft. per year per location if greater than 20,000 sq.ft.	SF	

47c	Cost semi-annual per location if less than 20,000 sq. ft	SF	
47d	Cost per Sq.ft. semi annual per location if greater than 20,000 sq.ft.	SF	
47e	Roof leak investigation	Day	
47f	Minor roof repair calls	Day	
47g	Difficult access or fall restriction; surcharge	Each	
47h	Excessive hauling	Each	
47i	Work in secured areas or compounds; surcharge	Each	
48	Additional and occasional supplies, materials, equipment and services		
48a	Additional and occasional services Roofing supplies Discount off Retail Price List	% of Discount	
48b	Alternative Methods of Costing - percent of overhead/markup and profit added to cost	% of O/P	
48c	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	% of discount	
48d	Multiplier/factor to be applied to the R.S. Means costs.	% to be applied	
49	Deducts and add-ons for in lieu products (Place behind Tab 6)		
50	Special Rental Equipment (Priced based on 9.11.2 above)		
51	Cold and bad weather storage identify extra cost if any	Day	
52	Hourly Services Rates		
53	Structural Analysis/engineering services	Per Hour	
54	Architect/design professional services	Per Hour	
55	Roofing Consultant	Per Hour	
56	Labor Rate for Roofer	Per Hour	
57	General Cost Factors		
57a	Mileage rate	Per Mile	
57b	Performance and payment bond - bonding rate (percent of project)	Percent	
57c	Bonding capacity - total amount of capacity available	Dollar Amount	

Proposed Pricing Coefficient (s)

Please provide Unit Price Book Coefficients for products and services not listed in the provided line items for states that you are proposing to do work in.

State	Regular Hours Coefficient	After Hours Coefficient	State	Regular Hours Coefficient	After Hours Coefficient
Alabama			Missouri		
Alaska			Montana		
Arizona			Nebraska		
Arkansas			Nevada		
California			New Hampshire		
Colorado			New Jersey		
Connecticut			New Mexico		
Delaware			New York		
District of Columbia			North Carolina		
Florida			North Dakota		
Georgia			Ohio		
Hawaii			Oklahoma		
Idaho			Oregon		
Illinois			Pennsylvania		
Indiana			Rhode Island		
Iowa			South Carolina		
Kansas			South Dakota		
Kentucky			Tennessee		
Louisiana			Texas		
Maine			Utah		
Maryland			Vermont		
Massachusetts			Virginia		
Michigan			Washington		
Minnesota			West Virginia		
Mississippi			Wisconsin		
			Wyoming		

Note: Provide coefficients for the state(s) that you would like to be awarded. Region 4 ESC is looking for proposers that can provide service in multiple states.

Provide markup percentage on non-pre- priced items _____.

Appendix D:

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts



Vendor Contract Launch

Vendors must commit to attending a contract launch meeting with a member of the Business Development Team should they be awarded a contract with Region 4 ESC through this RFP. Vendor contract launches are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

It is highly recommended that the individuals who will handle contract management, reporting and marketing are in attendance.

If awarded, please provide contact information for scheduling:

Vendor

Point of Contact

Title

Phone Number

Email Address

Signature: _____ Date: _____

Appendix E:

QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Offeror must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies. (If applicable)

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| ☐ Alabama | ☐ Montana |
| ☐ Alaska | ☐ Nebraska |
| ☐ Arizona | ☐ Nevada |
| ☐ Arkansas | ☐ New Hampshire |
| ☐ California | ☐ New Jersey |
| ☐ Colorado | ☐ New Mexico |
| ☐ Connecticut | ☐ New York |
| ☐ Delaware | ☐ North Carolina |
| ☐ District of Columbia | ☐ North Dakota |
| ☐ Florida | ☐ Ohio |
| ☐ Georgia | ☐ Oklahoma |
| ☐ Hawaii | ☐ Oregon |
| ☐ Idaho | ☐ Pennsylvania |
| ☐ Illinois | ☐ Rhode Island |
| ☐ Indiana | ☐ South Carolina |
| ☐ Iowa | ☐ South Dakota |
| ☐ Kansas | ☐ Tennessee |
| ☐ Kentucky | ☐ Texas |
| ☐ Louisiana | ☐ Utah |
| ☐ Maine | ☐ Vermont |
| ☐ Maryland | ☐ Virginia |
| ☐ Massachusetts | ☐ Washington |
| ☐ Michigan | ☐ West Virginia |
| ☐ Minnesota | ☐ Wisconsin |
| ☐ Mississippi | ☐ Wyoming |
| ☐ Missouri | |

☐ **Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| ☐ American Samoa | ☐ Northern Marina Islands |
| ☐ Federated States of Micronesia | ☐ Puerto Rico |
| ☐ Guam | ☐ U.S. Virgin Islands |
| ☐ Midway Islands | |

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? ☐ Yes ☐ No
- If the answer is yes, do you plan to offer your program or partnership through TCPN? ☐ Yes ☐ No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
☐Yes ☐No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. **Minority and Women Business Enterprise (M/WBE) and (HUB) Participation**

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veteran business enterprises, historically underutilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. **Minority Women Business Enterprise**

Offeror certifies that this firm is an M/WBE ☐Yes ☐No

List certifying agency: _____

b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**

Offeror certifies that this firm is a SBE or DBE ☐Yes ☐No

List certifying agency: _____

c. **Disabled Veterans Business Enterprise (DVBE)**

Offeror certifies that this firm is a DVBE ☐Yes ☐No

List certifying agency: _____

d. **Historically Underutilized Businesses (HUB)**

Offeror certifies that this firm is a HUB ☐Yes ☐No

List certifying agency: _____

e. **Historically Underutilized Business Zone Enterprise (HUB Zone)**

Offeror certifies that this firm is a HUB Zone ☐Yes ☐No

List certifying agency: _____

f. **Other**

Offeror certifies that this firm is a recognized diversity certificate holder ☐Yes ☐No

List certifying agency: _____

4. **Residency**

Responding Company's principal place of business is in the city of _____, State of ____.

5. **Felony Conviction Notice**

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the third (3rd) box is checked, a detailed explanation of the names and convictions must be attached.

6. **Processing Information**

Company contact for:

Contract Management

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Billing & Reporting/Accounts Payable

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Marketing

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

7. **Distribution Channel:** Which best describes your company's position in the distribution channel:

- ☐ Manufacturer direct ☐ Certified education/government reseller
☐ Authorized distributor ☐ Manufacturer marketing through reseller
☐ Value-added reseller ☐ Other _____

8. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

☐ Yes ☐ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee? ☐ Yes ☐ No

(Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity? ☐ Yes ☐ No

9. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing:

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Appendix F:
COMPANY PROFILE

Please provide the following:

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Corporate office location.
5. List the total number of sales persons employed by your organization within the United States, broken down by market.
6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
 - a. Sales
 - b. Sales Support
 - c. Marketing
 - d. Financial Reporting
 - e. Executive Support
8. Define your standard terms of payment.
9. Who is your competition in the marketplace?
10. Overall annual sales for last three (3) years; 2015, 2016, 2017.
11. Overall public-sector sales, excluding Federal Government, for last three (3) years; 2015, 2016, 2017.
12. What is your strategy to increase market share?
13. What differentiates your company from competitors?
14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).
16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Marketing / Sales

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:
 - a. A co-branded press release within first 30 days
 - b. Announcement of award through any applicable social media sites
 - c. Direct mail campaigns
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications
 - f. Participation in trade shows
 - g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
19. Explain how your company plans to market this agreement to existing government customers.
20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.
21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.
22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$_____ in year one

\$_____ in year two

\$_____ in year three

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
25. Describe the capacity of your company to report monthly sales through this agreement.
26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.
27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask Offerors to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

Vendor Certifications (if applicable)

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Offeror to perform the covered services including, but not limited to licenses, registrations or certifications. MWBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

References

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Five (5) of these customer references should be for projects delivered through the job order contracting (JOC) delivery method. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name

Contact Name and Title

City and State

Phone Number

Years Serviced

Description of Services

Annual Volume

Pricing Estimates/quotes provided to entity

Appendix G:

VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies. Your marketing plan and salesforce training plan as detailed in Appendix F will also be taken into account when evaluating your company's value add score.

Any additional products or services offered in this section will only be considered by Region 4 ESC if auditable pricing is offered for them in Appendix C. Any products or services for which pricing is not offered will not be considered a part of any contract awarded as a result of this RFP.

All products or services offered in this section are subject to the same requirements as products offered in Appendix B. Respondents must provide detailed descriptions of any additional products and services being offered as a part of their proposal, and Region 4 ESC reserves the right to reject any value add products or services which it deems to be unrelated to the scope of this RFP.

Appendix H:
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractor Certification Requirements
- DOC #5 Antitrust Certification Statements
- DOC #6 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #7 Texas Government Code 2270 Verification Form
- DOC #8 EDGAR Certifications

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #9 Ownership Disclosure Form
- DOC #10 Non-Collusion Affidavit
- DOC #11 Affirmative Action Affidavit
- DOC #12 Political Contribution Disclosure Form
- DOC #13 Stockholder Disclosure Certification
- DOC #14 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #15 New Jersey Business Registration Certificate

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

DOC #2

Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Offeror

Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Signature of Offeror

Date

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor __________
_____**Address** __________
_____**Phone** _____**Fax** _____**Offeror** _____

Signature

Printed Name_____
Position with Company**Authorizing Official**_____
Signature_____
Printed Name_____
Position with Company

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, _____, as an authorized representative of
_____, a contractor engaged by
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

Date

EDGAR CERTIFICATIONS**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT****TO WHOM IT MAY CONCERN:**

REGION 4 EDUCATION SERVICE CENTER is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to REGION 4 EDUCATION SERVICE CENTER along with your proposal.

The following certifications and provisions are required and apply when REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. REGION 4 EDUCATION SERVICE CENTER also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 EDUCATION SERVICE CENTER believes, in its sole discretion that it is in the best interest of REGION 4 EDUCATION SERVICE CENTER to do so. Vendor will be compensated for work performed and accepted and goods accepted by REGION 4 EDUCATION SERVICE CENTER as of the termination date if the contract is terminated for convenience of REGION 4 EDUCATION SERVICE CENTER. Any award under this procurement process is not exclusive and REGION 4 EDUCATION SERVICE CENTER reserves the right to purchase goods and services from other vendors when it is in REGION 4 EDUCATION SERVICE CENTER's best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by REGION 4 EDUCATION SERVICE CENTER for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date Authorized

Signature and Title

DOC #10

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of New Jersey

County of _____

I, _____ of the _____
Name City

in the County of _____, State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that _____ relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

SEAL

DOC #11

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form

AA201-A upon receipt from the _____

- B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfn_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. **It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract**

(See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to

which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ____ of ____

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution
Disclosure
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR
DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE
DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #13

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

DOC #14

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #15

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

Appendix I: **STATE NOTICE**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with TCPN and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES **INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR

CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND
RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR

CITY OF GRESHAM, OR
 CITY OF HILLSBORO, OR
 CITY OF INDEPENDENCE, OR
 CITY AND COUNTY OF HONOLULU, HI
 CITY OF KENNER, LA
 CITY OF LA GRANDE, OR
 CITY OF LAFAYETTE, LA
 CITY OF LAKE CHARLES, OR
 CITY OF LEBANON, OR
 CITY OF MCMINNVILLE, OR
 CITY OF MEDFORD, OR
 CITY OF METAIRIE, LA
 CITY OF MILL CITY, OR
 CITY OF MILWAUKIE, OR
 CITY OF MONROE, LA
 CITY OF MOSIER, OR
 CITY OF NEW ORLEANS, LA
 CITY OF NORTH PLAINS, OR
 CITY OF OREGON CITY, OR
 CITY OF PILOT ROCK, OR
 CITY OF PORTLAND, OR
 CITY OF POWERS, OR
 CITY OF PRINEVILLE, OR
 CITY OF REDMOND, OR
 CITY OF REEDSPORT, OR
 CITY OF RIDDLE, OR
 CITY OF ROGUE RIVER, OR
 CITY OF ROSEBURG, OR
 CITY OF SALEM, OR
 CITY OF SANDY, OR
 CITY OF SCAPPOOSE, OR
 CITY OF SHADY COVE, OR
 CITY OF SHERWOOD, OR
 CITY OF SHREVEPORT, LA
 CITY OF SILVERTON, OR
 CITY OF SPRINGFIELD, OR
 CITY OF ST. HELENS, OR
 CITY OF ST. PAUL, OR
 CITY OF SULPHUR, LA
 CITY OF TIGARD, OR
 CITY OF TROUTDALE, OR
 CITY OF TUALATIN, OR
 CITY OF WALKER, LA
 CITY OF WARRENTON, OR
 CITY OF WEST LINN, OR
 CITY OF WILSONVILLE, OR
 CITY OF WINSTON, OR
 CITY OF WOODBURN, OR
 LEAGUE OF OREGON CITIES
 THE CITY OF HAPPY VALLEY OREGON
 ALPINE, UT
 ALTA, UT
 ALTAMONT, UT
 ALTON, UT
 AMALGA, UT
 AMERICAN FORK CITY, UT
 ANNABELLA, UT
 ANTIMONY, UT
 APPLE VALLEY, UT
 AURORA, UT
 BALLARD, UT
 BEAR RIVER CITY, UT
 BEAVER, UT
 BICKNELL, UT

BIG WATER, UT
 BLANDING, UT
 BLUFFDALE, UT
 BOULDER, UT
 CITY OF BOUNTIFUL, UT
 BRIAN HEAD, UT
 BRIGHAM CITY CORPORATION, UT
 BRYCE CANYON CITY, UT
 CANNONVILLE, UT
 CASTLE DALE, UT
 CASTLE VALLEY, UT
 CITY OF CEDAR CITY, UT
 CEDAR FORT, UT
 CITY OF CEDAR HILLS, UT
 CENTERFIELD, UT
 CENTERVILLE CITY CORPORATION, UT
 CENTRAL VALLEY, UT
 CHARLESTON, UT
 CIRCLEVILLE, UT
 CLARKSTON, UT
 CLAWSON, UT
 CLEARFIELD, UT
 CLEVELAND, UT
 CLINTON CITY CORPORATION, UT
 COALVILLE, UT
 CORINNE, UT
 CORNISH, UT
 COTTONWOOD HEIGHTS, UT
 DANIEL, UT
 DELTA, UT
 DEWEYVILLE, UT
 DRAPER CITY, UT
 DUCHESNE, UT
 EAGLE MOUNTAIN, UT
 EAST CARBON, UT
 ELK RIDGE, UT
 ELMO, UT
 ELSINORE, UT
 ELWOOD, UT
 EMERY, UT
 ENOCH, UT
 ENTERPRISE, UT
 EPHRAIM, UT
 ESCALANTE, UT
 EUREKA, UT
 FAIRFIELD, UT
 FAIRVIEW, UT
 FARMINGTON, UT
 FARR WEST, UT
 FAYETTE, UT
 FERRON, UT
 FIELDING, UT
 FILLMORE, UT
 FOUNTAIN GREEN, UT
 FRANCIS, UT
 FRUIT HEIGHTS, UT
 GARDEN CITY, UT
 GARLAND, UT
 GENOLA, UT
 GLENDALE, UT
 GLENWOOD, UT
 GOSHEN, UT
 GRANTSVILLE, UT
 GREEN RIVER, UT

GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LONDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT

CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT

SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF
TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR

HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION &
VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT

COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING
ASSOCIATIONS, BOARDS, DISTRICTS,
COMMISSIONS, COUNCILS, PUBLIC
CORPORATIONS, PUBLIC DEVELOPMENT
AUTHORITIES, RESERVATIONS AND
UTILITIES INCLUDING BUT NOT LIMITED TO:**

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION
DISTRICT
BIENVILLE PARISH FIRE PROTECTION
DISTRICT 6, LA
BOARDMAN PARK AND RECREATION
DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY
CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA
INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION
DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1,
LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-
OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION,
LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS

METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT
AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY,
OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY
SERVICES
OREGON LEGISLATIVE ADMINISTRATION
OREGON PARKS AND RECREATION
DISTRICTS
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST
COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW
ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION
DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION
DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8

DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT
 NO.6
 DOUGLAS EDUCATIONAL DISTRICT SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL
 DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 GRESHAM BARLOW JOINT SCHOOL DISTRICT
 HEAD START OF LANE COUNTY
 HIGH DESERT EDUCATION SERVICE
 DISTRICT
 HILLSBORO SCHOOL DISTRICT
 HOOD RIVER COUNTY SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-
 J
 JEFFERSON PARISH SCHOOL DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR
 KLAMATH COUNTY SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT
 MARION COUNTY SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J
 MORROW COUNTY SCHOOL DIST, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT
 NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION
 SERVICE DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS

RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE
 DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING &
 SCIENCE (AMES) , UT
 ALIANZA ACADEMY , UT
 ALPINE DISTRICT , UT
 AMERICAN LEADERSHIP ACADEMY , UT
 AMERICAN PREPARATORY ACADEMY , UT
 BAER CANYON HIGH SCHOOL FOR SPORTS &
 MEDICAL SCIENCES , UT
 BEAR RIVER CHARTER SCHOOL , UT
 BEAVER SCHOOL DISTRICT , UT
 BEEHIVE SCIENCE & TECHNOLOGY
 ACADEMY (BSTA) , UT
 BOX ELDER SCHOOL DISTRICT , UT
 CBA CENTER , UT
 CACHE SCHOOL DISTRICT , UT
 CANYON RIM ACADEMY , UT
 CANYONS DISTRICT , UT
 CARBON SCHOOL DISTRICT , UT
 CHANNING HALL , UT
 CHARTER SCHOOL LEWIS ACADEMY , UT
 CITY ACADEMY , UT
 DAGGETT SCHOOL DISTRICT , UT
 DAVINCI ACADEMY , UT
 DAVIS DISTRICT , UT
 DUAL IMMERSION ACADEMY , UT
 DUCHESNE SCHOOL DISTRICT , UT
 EARLY LIGHT ACADEMY AT DAYBREAK , UT
 EAST HOLLYWOOD HIGH , UT
 EDITH BOWEN LABORATORY SCHOOL , UT
 EMERSON ALCOTT ACADEMY , UT
 EMERY SCHOOL DISTRICT , UT
 ENTHEOS ACADEMY , UT
 EXCELSIOR ACADEMY , UT
 FAST FORWARD HIGH , UT
 FREEDOM ACADEMY , UT
 GARFIELD SCHOOL DISTRICT , UT
 GATEWAY PREPARATORY ACADEMY , UT
 GEORGE WASHINGTON ACADEMY , UT
 GOOD FOUNDATION ACADEMY , UT
 GRAND SCHOOL DISTRICT , UT

GRANITE DISTRICT , UT
 GUADALUPE SCHOOL , UT
 HAWTHORN ACADEMY , UT
 INTECH COLLEGIATE HIGH SCHOOL , UT
 IRON SCHOOL DISTRICT , UT
 ITINERIS EARLY COLLEGE HIGH , UT
 JOHN HANCOCK CHARTER SCHOOL , UT
 JORDAN DISTRICT , UT
 JUAB SCHOOL DISTRICT , UT
 KANE SCHOOL DISTRICT , UT
 KARL G MAESER PREPARATORY ACADEMY ,
 UT
 LAKEVIEW ACADEMY , UT
 LEGACY PREPARATORY ACADEMY , UT
 LIBERTY ACADEMY , UT
 LINCOLN ACADEMY , UT
 LOGAN SCHOOL DISTRICT , UT
 MARIA MONTESSORI ACADEMY , UT
 MERIT COLLEGE PREPARATORY ACADEMY ,
 UT
 MILLARD SCHOOL DISTRICT , UT
 MOAB CHARTER SCHOOL , UT
 MONTICELLO ACADEMY , UT
 MORGAN SCHOOL DISTRICT , UT
 MOUNTAINVILLE ACADEMY , UT
 MURRAY SCHOOL DISTRICT , UT
 NAVIGATOR POINTE ACADEMY , UT
 NEBO SCHOOL DISTRICT , UT
 NO UT ACAD FOR MATH ENGINEERING &
 SCIENCE (NUAMES) , UT
 NOAH WEBSTER ACADEMY , UT
 NORTH DAVIS PREPARATORY ACADEMY , UT
 NORTH SANPETE SCHOOL DISTRICT , UT
 NORTH STAR ACADEMY , UT
 NORTH SUMMIT SCHOOL DISTRICT , UT
 ODYSSEY CHARTER SCHOOL , UT
 OGDEN PREPARATORY ACADEMY , UT
 OGDEN SCHOOL DISTRICT , UT
 OPEN CLASSROOM , UT
 OPEN HIGH SCHOOL OF UTAH , UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
 PARADIGM HIGH SCHOOL , UT
 PARK CITY SCHOOL DISTRICT , UT
 PINNACLE CANYON ACADEMY , UT
 PIUTE SCHOOL DISTRICT , UT
 PROVIDENCE HALL , UT
 PROVO SCHOOL DISTRICT , UT
 QUAIL RUN PRIMARY SCHOOL , UT
 QUEST ACADEMY , UT
 RANCHES ACADEMY , UT
 REAGAN ACADEMY , UT
 RENAISSANCE ACADEMY , UT
 RICH SCHOOL DISTRICT , UT
 ROCKWELL CHARTER HIGH SCHOOL , UT
 SALT LAKE ARTS ACADEMY , UT
 SALT LAKE CENTER FOR SCIENCE
 EDUCATION, UT
 SALT LAKE SCHOOL DISTRICT , UT
 SALT LAKE SCHOOL FOR THE PERFORMING
 ARTS, UT
 SAN JUAN SCHOOL DISTRICT , UT
 SEVIER SCHOOL DISTRICT , UT
 SOLDIER HOLLOW CHARTER SCHOOL , UT
 SOUTH SANPETE SCHOOL DISTRICT , UT

SOUTH SUMMIT SCHOOL DISTRICT , UT
 SPECTRUM ACADEMY , UT
 SUCCESS ACADEMY , UT
 SUCCESS SCHOOL , UT
 SUMMIT ACADEMY , UT
 SUMMIT ACADEMY HIGH SCHOOL , UT
 SYRACUSE ARTS ACADEMY , UT
 THOMAS EDISON - NORTH , UT
 TIMPANOGOS ACADEMY , UT
 TINTIC SCHOOL DISTRICT , UT
 TOOEELE SCHOOL DISTRICT , UT
 TUACAHN HIGH SCHOOL FOR THE
 PERFORMING ARTS , UT
 UINTAH RIVER HIGH , UT
 UINTAH SCHOOL DISTRICT , UT
 UTAH CONNECTIONS ACADEMY , UT
 UTAH COUNTY ACADEMY OF SCIENCE , UT
 UTAH ELECTRONIC HIGH SCHOOL , UT
 UTAH SCHOOLS FOR DEAF & BLIND , UT
 UTAH STATE OFFICE OF EDUCATION , UT
 UTAH VIRTUAL ACADEMY , UT
 VENTURE ACADEMY , UT
 VISTA AT ENTRADA SCHOOL OF
 PERFORMING ARTS AND TECHNOLOGY , UT
 WALDEN SCHOOL OF LIBERAL ARTS , UT
 WASATCH PEAK ACADEMY , UT
 WASATCH SCHOOL DISTRICT , UT
 WASHINGTON SCHOOL DISTRICT , UT
 WAYNE SCHOOL DISTRICT , UT
 WEBER SCHOOL DISTRICT , UT
 WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH
 SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM

PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE
 UNIVERSITY OF HAWAII
 ROGUE COMMUNITY COLLEGE
 SOUTHEASTERN LOUISIANA UNIVERSITY
 SOUTHERN OREGON UNIVERSITY (OREGON
 UNIVERSITY SYSTEM)
 SOUTHWESTERN OREGON COMMUNITY
 COLLEGE
 TULANE UNIVERSITY
 TILLAMOOK BAY COMMUNITY COLLEGE
 UMPQUA COMMUNITY COLLEGE
 UNIVERSITY OF HAWAII BOARD OF REGENTS
 UNIVERSITY OF HAWAII-HONOLULU
 COMMUNITY COLLEGE
 UNIVERSITY OF OREGON-GRADUATE
 SCHOOL
 UNIVERSITY OF PORTLAND
 UNIVERSITY OF NEW ORLEANS
 WESTERN OREGON UNIVERSITY
 WESTERN STATES CHIROPRACTIC COLLEGE
 WILLAMETTE UNIVERSITY
 XAVIER UNIVERSITY
 UTAH SYSTEM OF HIGHER EDUCATION, UT
 UNIVERSITY OF UTAH, UT
 UTAH STATE UNIVERSITY, UT
 WEBER STATE UNIVERSITY, UT
 SOUTHERN UTAH UNIVERSITY, UT
 SNOW COLLEGE, UT
 DIXIE STATE COLLEGE, UT
 COLLEGE OF EASTERN UTAH, UT
 UTAH VALLEY UNIVERSITY, UT
 SALT LAKE COMMUNITY COLLEGE, UT

UTAH COLLEGE OF APPLIED TECHNOLOGY,
 UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
 BOARD OF MEDICAL EXAMINERS
 HAWAII CHILD SUPPORT ENFORCEMENT
 AGENCY
 HAWAII DEPARTMENT OF TRANSPORTATION
 HAWAII HEALTH SYSTEMS CORPORATION
 OFFICE OF MEDICAL ASSISTANCE
 PROGRAMS
 OFFICE OF THE STATE TREASURER
 OREGON BOARD OF ARCHITECTS
 OREGON CHILD DEVELOPMENT COALITION
 OREGON DEPARTMENT OF EDUCATION
 OREGON DEPARTMENT OF FORESTRY
 OREGON DEPT OF TRANSPORTATION
 OREGON DEPT. OF EDUCATION
 OREGON LOTTERY
 OREGON OFFICE OF ENERGY
 OREGON STATE BOARD OF NURSING
 OREGON STATE DEPT OF CORRECTIONS
 OREGON STATE POLICE
 OREGON TOURISM COMMISSION
 OREGON TRAVEL INFORMATION COUNCIL
 SANTIAM CANYON COMMUNICATION CENTER
 SEIU LOCAL 503, OPEU
 SOH- JUDICIARY CONTRACTS AND PURCH
 STATE DEPARTMENT OF DEFENSE, STATE
 OF HAWAII
 STATE OF HAWAII
 STATE OF HAWAII, DEPT. OF EDUCATION
 STATE OF LOUISIANA
 STATE OF LOUISIANA DEPT. OF EDUCATION
 STATE OF LOUISIANA, 26TH JUDICIAL
 DISTRICT ATTORNEY
 STATE OF UTAH

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of 2018, by and between RL National Roofing Partners, LLC dba National Roofing Partners 'NRP' ("Vendor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Roofing Products, Services, and Job-Order-Contracting Services ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Purchasing procedure:**
 - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract # R."
 - Vendor delivers goods/services directly to the participating agency.

- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

- 1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable."
- 3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed Offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

- 4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation:** If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements:** The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers:** Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or

vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

5.5 **Standard Cancellation:** Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments:** The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating "Per TCPN Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting:** The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month.
- Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10th day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.

Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Supplier shall be deemed a cause for termination of the contract at Region 4 ESC's sole discretion.

ARTICLE 9- PRICING

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 3% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").

Administrative fee payments are to accompany the contract monthly sales report by the 10th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.

Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.

All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period

of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best effort attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with

members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name RL National Roofing Partners, LLC dba National Roofing Partners 'NRP'

Address 621 E. State Highway 121 #400

City/State/Zip Coppell, Texas 75019

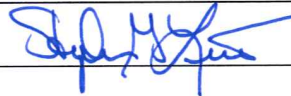
Telephone No. (866) 537-6034

Fax No. (214) 580-5575

Email address steve.little@kpostcompany.com

Printed name Steve Little

Position with company CEO

Authorized signature 

Accepted by The Cooperative Purchasing Network:

Acknowledgement of Addendum Number: 1

Term of contract _____ to _____

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

TCPN Contract Number _____

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/ deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Section/ Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts



Vendor Contract Launch

Vendors must commit to attending a contract launch meeting with a member of the Business Development Team should they be awarded a contract with Region 4 ESC through this RFP. Vendor contract launches are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

It is highly recommended that the individuals who will handle contract management, reporting and marketing are in attendance.

If awarded, please provide contact information for scheduling:

RL National Roofing Partners, LLC dba National Roofing Partners 'NRP'

Vendor

David Adams

Point of Contact

Vice President of Revenue

Title

(866) 537-6034

Phone Number

david.adams@nationalroofingpartners.com

Email Address

Signature: _____

Date: _____

JULY 25, 2018

Tab 2 – Questionnaire (Appendix E)

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Offeror must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies. (If applicable)

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| ☐ Alabama | ☐ Montana |
| ☐ Alaska | ☐ Nebraska |
| ☐ Arizona | ☐ Nevada |
| ☐ Arkansas | ☐ New Hampshire |
| ☐ California | ☐ New Jersey |
| ☐ Colorado | ☐ New Mexico |
| ☐ Connecticut | ☐ New York |
| ☐ Delaware | ☐ North Carolina |
| ☐ District of Columbia | ☐ North Dakota |
| ☐ Florida | ☐ Ohio |
| ☐ Georgia | ☐ Oklahoma |
| ☐ Hawaii | ☐ Oregon |
| ☐ Idaho | ☐ Pennsylvania |
| ☐ Illinois | ☐ Rhode Island |
| ☐ Indiana | ☐ South Carolina |
| ☐ Iowa | ☐ South Dakota |
| ☐ Kansas | ☐ Tennessee |
| ☐ Kentucky | ☐ Texas |
| ☐ Louisiana | ☐ Utah |
| ☐ Maine | ☐ Vermont |
| ☐ Maryland | ☐ Virginia |
| ☐ Massachusetts | ☐ Washington |
| ☐ Michigan | ☐ West Virginia |
| ☐ Minnesota | ☐ Wisconsin |
| ☐ Mississippi | ☐ Wyoming |
| ☐ Missouri | |

☐ **Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|--------------------------------|---|
| American Samoa | Northern Marina Islands |
| Federated States of Micronesia | ☒ Puerto Rico |
| Guam | U.S. Virgin Islands |
| Midway Islands | |

2. Diversity Programs

• Do you currently have a diversity program or any diversity partners that you do business with?

☐ Yes ☒ No

• If the answer is yes, do you plan to offer your program or partnership through TCPN?

☐ Yes ☒ No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

Tab 2 – Questionnaire (Appendix E)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
☐ Yes ☒ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Minority and Women Business Enterprise (M/WBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veteran business enterprises, historically underutilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Offeror certifies that this firm is an M/WBE ☐ Yes ☒ No

List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Offeror certifies that this firm is a SBE or DBE ☐ Yes ☐ No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Offeror certifies that this firm is a DVBE ☐ Yes ☒ No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Offeror certifies that this firm is a HUB ☐ Yes ☒ No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUB Zone)

Offeror certifies that this firm is a HUB Zone ☐ Yes ☒ No

List certifying agency: _____

f. Other

Offeror certifies that this firm is a recognized diversity certificate holder
☐ Yes ☒ No

List certifying agency: _____

4. Residency

Responding Company's principal place of business is in the city of Coppell, State of TX.

Tab 2 – Questionnaire (Appendix E)

5. Felony Conviction Notice

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
☒ Is not owned or operated by anyone who has been convicted of a felony.
☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the third (3rd) box is checked, a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: David Adams
Title: Vice President of Revenue
Company: National Roofing Partners
Address: 621 E. State Hwy 121 #400
City: Coppell **State:** TX **Zip:** 75019
Phone: (832) 963-5220 **Fax:** (214) 580-5575
Email: David.Adams@NationalRoofingPartners.com

Billing & Reporting/Accounts Payable

Contact Person: Kyrah Coker
Title: Vice President of Finance
Company: National Roofing Partners
Address: 621 E. State Hwy 121 #400
City: Coppell **State:** TX **Zip:** 75019
Phone: (469) 549-0904 **Fax:** (214) 580-5575
Email: Kyrah.Coker@NationalRoofingPartners.com

Marketing

Contact Person: David Huval
Title: Sales & Marketing Coordinator
Company: National Roofing Partners
Address: 621 E. State Hwy 121 #400
City: Coppell **State:** TX **Zip:** 75019
Phone: (469) 549-0910 **Fax:** (214) 580-5575
Email: David.Huval@NationalRoofingPartners.com

Tab 2 – Questionnaire (Appendix E)

5. 7. Distribution Channel:

Which best describes your company's position in the distribution channel:

- ☐ Manufacturer direct ☐ Certified education/government reseller
☐ Authorized distributor ☐ Manufacturer marketing through reseller
☒ Value-added reseller ☐ Other _____

8. Pricing Information

• In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

☒ Yes ☐ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

• Pricing submitted includes the required administrative fee? ☒ Yes ☐ No

(Fee calculated based on invoice price to customer)

• Additional discounts for purchase of a guaranteed quantity? ☒ Yes ☐ No

9. Cooperatives

List any other cooperative or state contracts currently held or in the process of securing:

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
None			

APPENDIX F:

COMPANY PROFILE

Tab 3 – Company Profile (Appendix F)

1. Company's official registered name:

RL National Roofing Partners, LLC dba National Roofing Partners 'NRP'

2. Brief history of your company, including the year it was established.

National Roofing Partners 'NRP' was established in 2006 as a professional roofing service with less than 10 contractor partners joined together to address the needs of building owners looking for a national, single-source roofing company.

Today, NRP has grown to over 111 contractor partners with more than 180+ service locations across the country and a combined 8,000 employees, providing the largest footprint in the United States. NRP partners ensure the highest workmanship available no matter where the project is located.



National Roofing Partners is an experienced national roofing company, certified with all major roofing manufacturers as well as award winning manufacturer distinctions. NRP strives for excellence in safety and installing roofing materials to customers nationwide and Puerto Rico.

NRP is the roofing systems, installation and technology industry expert providing 24/7/365 single-source roofing services, repairs, maintenance and portfolio management. Industry leading technology provides ongoing roof monitoring and the highest level of communication around the clock.

NRP delivers more than roofing systems, NRP delivers the easiest and most cost-effective means of maintaining roofing assets. With a national footprint of tier one contractors and progressive technology for communication and review, NRP continues to change the way that facility management and purchasing agents manage their roofing assets and maintenance.

It does not stop on the roof, with robust diversity and energy solutions, NRP pushes the envelope on positioning buildings owners for social and economic success. For facility management professionals, NRP delivers a no-nonsense ability to deliver services rapidly with the highest quality and the best value.

Our customized customer portal guarantees to accommodate customer needs and provide real time access to all roofing services. Regardless of your location, through the NRP portal, phones and/or email 24/7/365, our friendly customer care team will be available for all your roofing service needs. We are committed to superior service with time-defined responses to meet your scheduling needs and simplified pricing for all locations across the United States.

3. Company's Dun & Bradstreet (D&B) number: 86-900-9451

4. Corporate office location: 621 E. State Hwy 121, Suite 400, Coppell, TX 75019

5. List the total number of sales persons employed by your organization within the United States, broken down by market.

Tab 3 – Company Profile (Appendix F)

**All service requests and roofing proposals come directly through National Roofing Partners
24/7/365 Customer Service by email: cpp@NationalRoofingPartners.com or National Roofing
Partners Customer Service phone: (866) 537- 6034, press 1.*

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

- a. Sales
- b. Sales Support
- c. Marketing
- d. Financial Reporting
- e. Executive Support[TA4]

*Table 3-2, below, summarizes the key contacts responsible for each of the areas noted above.
Resumes for each of these individuals are provided on the following pages.*

**Table 3-2. Key contacts for sales, sales support, marketing,
financial reporting and executive support.**

Areas	Contact	Email	Phone	Resume Page
Sales	Steve Little	Steve.Little@nationalroofingpartners.com	(866) 537-6034	Page 3-5
Sales	Rodney Shrader	Rodney.Shrader@nationalroofingpartners.com	(866) 537-6034	Page 3-6
Sales	David Adams	David.Adams@nationalroofingpartners.com	(866) 537-6034	Page 3-7
Sales	Geoff Craft	Geoff.Craft@nationalroofingpartners.com	(866) 537-6034	Page 3-8
Sales	Tara Adams	Tara.Adams@nationalroofingpartners.com	(866) 537-6034	Page 3-14
Sales Support	Kim Baxter	Kim.Baxter@nationalroofingpartners.com	(866) 537-6034	Page 3-9
Sales Support	Mike Genette	Mike.Genette@nationalroofingpartners.com	(866) 537-6034	Page 3-10
Sales Support	Ivan Trinidad	Ivan.Trinidad@nationalroofingpartner.som	(866) 537-6034	Page 3-11
Marketing	Rodney Shrader	Rodney.Shrader@nationalroofingpartners.com	(866) 537-6034	Page 3-6
Marketing	David Adams	David.Adams@nationalroofingpartners.com	(866) 537-6034	Page 3-7
Marketing	David Huval	David.Huval@nationalroofingpartners.com	(866) 537-6034	Page 3-12
Financial Reporting	Kyrak Coker	Kyrak.Coker@nationalroofingpartners.com	(866) 537-6034	Page 3-13
Executive Support	Laura Bartolozzi	Laura.Bartolozzi@nationalroofingpartners.com	(866) 537-6034	Page 3-15
Executive Support	Madi Cazzola	Madi.Cazzola@nationalroofingpartners.com	(866) 537-6034	Page 3-16
Executive Support	Kim Greeley	Kim.Greeley@nationalroofingpartners.com	(866) 537-6034	Page 3-17

8. Define your standard terms of payment. Net 30.

National Roofing Partners' standard terms of payment for service projects are Net 30.

9. Who is your competition in the marketplace?

Our competition in the marketplace is any national roofing service provider.

10.

11. Overall public-sector sales, excluding Federal Government, for last three (3) years; 2015, 2016, 2017.

National Roofing Partners' overall annual public-sector sales, excluding Federal Government for the last three years is detailed in Table 3-4 below.

Table 3-4. Overall sales public sector, excluding Federal Government for last three years.

**Assumed sales Contractor Partners not all actual sales available.*

12. What is your strategy to increase market share?

NRP's strategy to increase market share is a combination of leveraging our partners with world class training. Our Partners nationwide have relationships that they currently have in the public sector and only need training to start having meaningful conversations with their customers as to the value of cooperative purchasing and how agencies will benefit in hard and soft cost savings while using their preferred contractor. The training that will be implemented by NRP and led by David Adams and Tara Adams is one that will stand out from any other supplier in the market.

David Adams and Tara Adams bring a combined 23 years of experience in the cooperative industry, having worked for a large manufacturer growing their business, obtaining and implementing the first cooperative contracts for another roofing service provider and having worked for a national purchasing cooperative. They are both renowned trainers and presenters of the value of cooperative purchasing.

This combination of our Partners and training will accelerate and grow market share quicker than what is customary in the cooperative space when on-boarding a new supplier.

In addition, National Roofing Partners' strategy to increase market share includes increasing value-added services, providing on-time delivery and offering competitive solutions. National Roofing Partners understands the nature of performance-based contracting and has identified contractors with strong performance histories at the local level, which will assist in providing competitive solutions to TCPN members. National Roofing Partners provides on-time delivery orders, within budget and in compliance with specifications and regulations and plans to uphold this track record, in an effort to provide complete satisfaction to every customer, every time.

Specific strategies to increase market share are also included in Appendix 1 – Marketing Plan.

13. What differentiates your company from competitors?

National Roofing Partners' biggest differentiator is that we can perform work on any manufacturer's roof and we are not affiliated with one manufacturer in the marketplace. In fact, we have earned distinguished awards from two of the largest manufacturers in the country, Johns Manville and Carlisle. Bottom line is that any member that works with us can be assured that we can work on any of their roofs, whether under warranty or not.

Tab 3 – Company Profile (Appendix F)

Another advantage to this is that we are not a manufacturer focused on selling product. We are focused on providing the correct fit, technically and within budget.

This concept has led to the NRP Warranty Maximization Program, a unique program that can extend a customer's roof warranty or put a roof back into warranty. The backing and support of major manufacturers helps in promoting the program.

Another differentiator is our expansion into markets that will put us in front of more public customers. An example of this is our new Telecom Division that just secured a large contract that will put us on over 40,000 rooftops over the next three years, some of which will be on public buildings. This service will then put us in front of these agencies to discuss their roofing needs as well as the value of cooperative purchasing.

Due to the formation of this Telecom Division, we are increasing our trades and offerings which could dovetail into some value-add opportunities with the contract in the future.

Another differentiator is our Web-based Project Management - National Roofing Partners' nationwide coverage is offered by click of a button on our web-based project management system to National Roofing Partners Customer Service team which allows facility managers the peace of mind both for the reactive emergencies and proactive planning. National Roofing Partners will dispatch the customer's call and provide all the follow up with the National Account Manager assigned specifically to the customer. Our numerous locations nationwide, allows National Roofing Partners the ability to reduce travel cost while utilizing internal systems to provide common and consistent tracking along with Asset Management history for the customer. National Roofing Partners has Project Managers on staff that work with the Account Management Team to assist customers in identifying and prioritizing specific roofing needs. This enables facility managers to manage their roofing budget more effectively.

Each year National Roofing Partners customers can budget for roofing with ease, utilizing the Web Based Portal. NRP's communication is second to none with A Personalized Portal to track 100% of the customer's roof inventory. This includes roof diagrams, photos, budgets, and work order/invoice histories.

Roofing Service / Value Add – National Roofing Partners' is the most trusted name in the industry, and has the largest combined, National Footprint in North America. No matter where or when your roofing service needs occur, WE'VE GOT YOU COVERED! National Roofing Partners is owned and operated by Tier 1 Roofing Contractors with over 180+ service locations.

14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.

National Roofing Partners' capability and functionality of on-line ordering is via our online project management system that customers can generate work orders for roofing service and repair requests. The more complex roofing projects are handled working directly with our Partner Sales Representatives, National Account Managers and Estimating team personally by meeting with the customer to review and analyze each facility roofing need and propose the best solution.

15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

National Roofing Partners Customer Service Department is outlined in Table 3-5. All calls

coming in during or after work hours are answered by an NRP Employee and NOT a 3rd party call center.

Table 3-5. Customer service department contact information.

Customer Service Locations	Contact	Hours
www.nationalroofingpartners.com Technology Solutions powered by Dataforma	www.nationalroofingpartners.com, technology solutions - customer login	24/7/365
National Roofing Partners Headquarters 621 E. ST HWY 121, STE 400, Coppell, TX 75019	(866) 537-6034	7AM - 5PM
National Roofing Partners Headquarters 621 E. ST HWY 121, STE 400, Coppell, TX 75019	service@nationalroofingpartners.com	24/7/365

- 16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.**

National Roofing Partners' is not presently, nor in the past been involved in any litigation related to customers, projects, injuries or finances. NRP has filed a lawsuit against three former employees but this has no impact on NRP's ability to perform under this proposed contract. In no way will this litigation interfere with our ability to complete the proposed contract in accordance with contractual requirements. National Roofing Partners is financially stable and free from any bankruptcy or reorganization.

Marketing / Sales

- 17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:**

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

Appendix 1 – Marketing Plan following, summarizes how our organization plans to market this proposed contract within the first ninety (90) days of award and additional detailed marketing information.

- 18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.**

National Roofing Partners' will demonstrate the benefits of this proposed contract to eligible entities through a marketing communications program designed for the National Roofing Partners Cooperative Specialist team to build awareness and educate National Roofing Partners' sales professionals located throughout the United States, build awareness within prospective TCPN members on the benefits of TCPN and National Roofing Partners. This

Tab 3 – Company Profile (Appendix F)

includes demonstrating the benefits through the following outlined below and as detailed in Appendix 1 – Marketing Plan.

- Social Media
- Press Releases
- Internal communications
- Direct marketing/sales
- Tradeshow/Associations
- Public relations

19. Explain how your company plans to market this agreement to existing government customers.

National Roofing Partners' plans to market this agreement to all our Partners' existing public agency customers by direct sales calls in an effort to engage them and educate them on the benefits of the Roofing Products, Services, and Job-Order-Contracting services contract.

In addition, we will implement campaigns via all the channels listed above and detailed in Appendix 1 - Marketing Plan.

20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

Our detailed ninety (90) day plan describing how the proposed contract will be implemented within National Roofing Partners as provided in Appendix 1 – Marketing Plan. Our Cooperative Specialist will build awareness and educate our direct sales force so that they can assist in training Partners nationwide. We will also develop sales collateral that will be rolled out with nationwide webinars to our Teams with the "how to's in marketing to existing customers and how to generate new customers as well.

21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

National Roofing Partners' intends to train our national sales force on the Region 4 ESC agreement with our dedicated Cooperative Specialist team. Nationwide educational webinars will be conducted regarding the contract and pertinent information on the contract, supported by PowerPoint presentation and marketing literature. We will be conducting regional trainings across the country and would ask for the support of TCPN / Region 4, when possible, of having a Representative present at the trainings.

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

National Roofing Partners' agrees to provide its company logo to Region 4 ESC and agrees to provide permission to reproduction of such logo in marketing communications and promotions.

23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

Administration

- 24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).**

National Roofing Partners' implementation and success with existing cooperative purchasing programs is new to National Roofing Partners as an organization, however National Roofing Partners as brought on a Cooperative Specialist team to successful implement this proposal cooperative purchasing program. Cooperative Specialist team has performed similar roofing products, services, and job-order-contractor for more then 13 years in the cooperative marketing.

Upon award of a cooperative, our Cooperative Specialist team of will implement their proven marketing approach to include educating sales and services teams with our internal teams and contractor partners. National Roofing Partners marketing team will implement co-branding market efforts to TCPN members this would include press releases, social media announcements, direct mail, participate in tradeshow and beyond to build awareness as quickly as possible.

National Roofing Partners and its Partners has demonstrated success year-over-year with many public agencies across the country. This proves our ability to meet TCPN member expectations and requirements, in a transparent and compliance matter.

- 25. Describe the capacity of your company to report monthly sales through this agreement.**

National Roofing Partners' capacity to report monthly sales through this agreement will be maintained in National Roofing Partners headquarter Sage system. When working directly with one of our Partners, our Partner will be required to get a proposal number from National Roofing Partners headquarter. This is to ensure that National Roofing Partners has a tracking mechanism on all monthly reporting to TCPN. We will implement a dedicated email of CPP@nationalroofingpartners.com. Proposals will not be valid without a National Roofing Partners issued TCPN proposal number. We will also, issue a cover letter from National Roofing Partners to accompany all proposal for TCPN transparent and compliance expectations. We will have required monthly reporting from our Partners with total of accounts receivables of all projects completed under this proposed agreement. We will report all sales on a monthly basis to TCPN/Region 4.

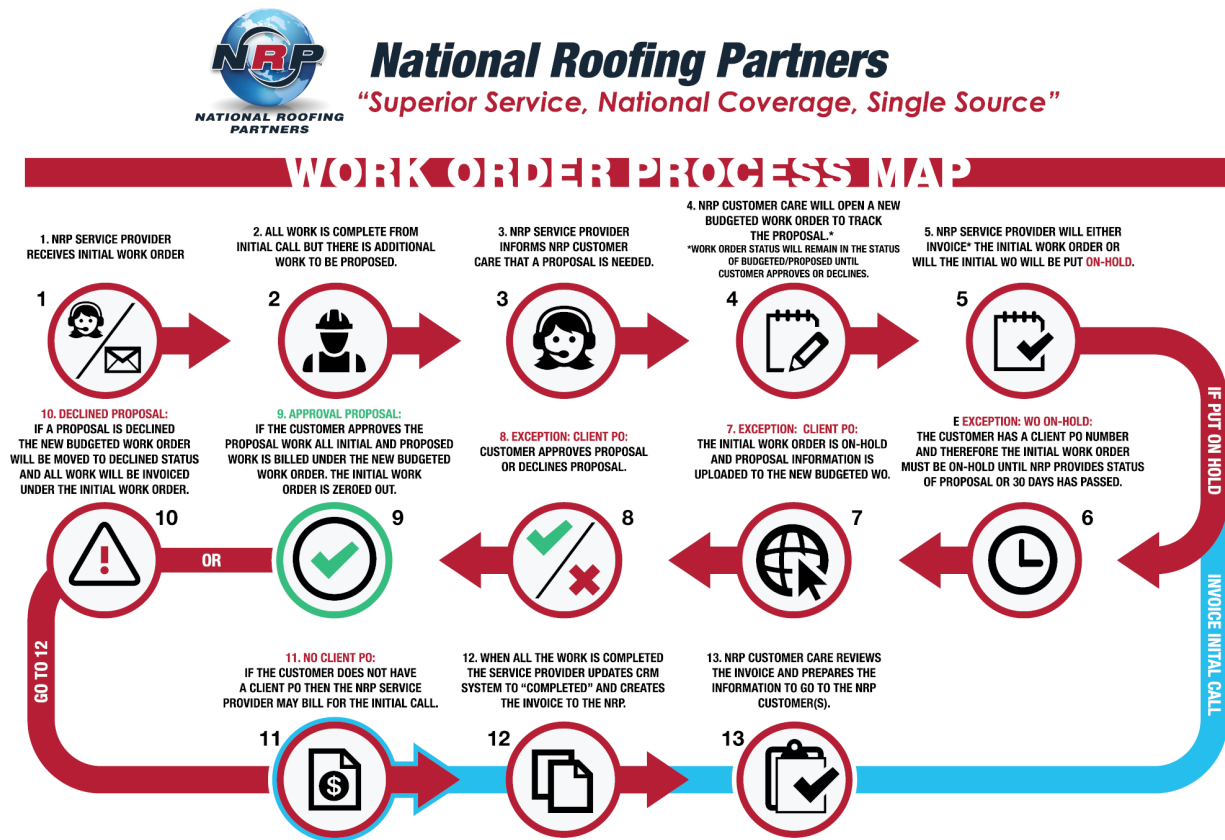
All projects National Roofing Partners and its Partner are working on, we utilize Dataforma CRM web-based management service system to organize and manage work orders and Sage accounting software for invoicing and reporting. National Roofing Partners CRM system is a solutions-based, process-driven, database that supports National Roofing Partner's ability to make informed strategic decisions. The CRM system can track member work orders, proposal,

Tab 3 – Company Profile (Appendix F)

progress of WO, Contractor Partner's then approve and complete invoices and National Roofing Partners billing, accounts payable and other accounting functions are handled by National Roofing Partners accounting department.

Utilizing these two processes, National Roofing Partners are fully capable of reporting monthly sales under the Roofing Products, Services, and Job-Order-Contracting Service contract. We have provided a Work Order Process Map below, Figure 3-6, demonstrating our company's capacity and processes to track and fulfill POs.

Figure 3-1. National Roofing Partner Work Order Process Map.



26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

National Roofing Partners capacity to provide management report, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency is a routine done already with all projects that National Roofing Partner does. Though Dataforma, Service Channel and other online web-based portals and then migrated to Sage, National Roofing Partners can provide a customized billing and reporting to TCPN per this proposed agreement, and can also be provided to TCPN members, upon request. National Roofing Partners will meet all reporting requirements.

- 27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.**

National Roofing Partners currently uses online portals for proposal and work order management, billing and reporting. It is our preference to maintain this process for Roofing Products, Service, and Job-Ordering Service contract for accuracy, tracking and reporting.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So, we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask Offerors to provide their companies environmental policy and/or green initiative.

- 28. Please provide your company's environmental policy and/or green initiative.**

At National Roofing Partners, our goal is to implement green initiative, thinking on every action and every decision we make for the benefit our customers, our community and our environment. We are committed to making a positive impact on the environment by becoming NRP Pros at developing and implementing effective green practices and procedures as a rule, not as an exception. We are dedicated to taking the following actions to achieve our green vision:

- Measurably reduce our company's carbon footprint;*
- Advocate in keep construction materials out of local landfills;*
- Green sustainable products;*
- Reduce emissions and controlling waste on job sites.*

Vendor Certifications (if applicable)

- 29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Offeror to perform the covered services including, but not limited to licenses, registrations or certifications. MWBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.**

National Roofing Partners can offer product and services in 50 state and outlying area, Puerto Rico. We have included a summary of our contractor licenses, registrations and certifications of states in which we perform services, as detailed below in Table 3-6. Following page copies of each state licenses requested provide on subsequent pages.

In addition to these certificates, we have provided a summary of manufacturer certifications, and awards. Examples are provided on the following pages.

Tab 3 – Company Profile (Appendix F)

Table 3-6. Summary of National Roofing Partners contractor licenses.

State	Contractor License
Alabama	Yes
Alaska	Yes
Arizona	Yes
Arkansas	Yes
California	Yes
Colorado	State license not required
Connecticut	Yes
Delaware	State license not required
Florida	Yes
Georgia	Yes
Hawaii	Currently pending
Idaho	Yes
Illinois	Yes
Indiana	State license not required
Iowa	Currently pending
Kansas	State license not required
Kentucky	State license not required
Louisiana	Yes
Maine	State license not required
Maryland	State license not required
Massachusetts	State license not required
Michigan	State license not required
Michigan	State license not required
Minnesota	State license not required
Mississippi	Yes
Missouri	State license not required
Montana	Currently pending
Nebraska	State license not required
Nevada	Yes
New Hampshire	State license not required
New Jersey	Yes
New Mexico	Yes
New York	State license not required
North Carolina	Yes
North Dakota	Currently pending
Ohio	State license not required
Oklahoma	State license not required
Oregon	Yes
Pennsylvania	State license not required

Table 3-6. Summary of National Roofing Partners contractor licenses, cont.

State	Contractor License
<i>Rhode Island</i>	Yes
<i>South Carolina</i>	Yes
<i>South Dakota</i>	<i>State license not required</i>
<i>Tennessee</i>	Yes
<i>Texas</i>	<i>State license not required</i>
<i>Utah</i>	Yes
<i>Vermont</i>	<i>State license not required</i>
<i>Virginia</i>	Yes
<i>Washington</i>	Yes
<i>West Virginia</i>	<i>Currently pending</i>
<i>Wisconsin</i>	<i>State license not required</i>
<i>Wyoming</i>	<i>State license not required</i>
<i>Puerto Rico</i>	<i>License not required</i>

Figure 3 -1. Manufacturer Certifications Awards



February 15, 2018

NATIONAL ROOFING PARTNERS
621 EAST STATE HIGHWAY 121
SUITE 400
COPPELL, TX 75019

Phone: 1-866-537-6034
Fax: 1-214-580-5575

To Whom It May Concern:

Please be advised that a Johns Manville Approved Roofing Contractor Agreement (the "Agreement") presently exists between Johns Manville Roofing Systems Group and the above named contractor located at the above address. The Agreement stipulates that Johns Manville will issue Peak Advantage Guarantees for Johns Manville systems listed below.

System	Term
APP;BUR;SBS Asphalt Applied;SBS Heat Welded;SBS Cold Applied;SBS Self Adhered;EPDM;PVC;TPO;Registration - JM Insulation Only	all

These guarantees will be issued to the above-named contractor in accordance with all procedures and requirements of the Johns Manville Peak Advantage Guarantee Program. This Agreement is subject to cancellation by either Johns Manville Roofing Systems Group or the above named contractor upon thirty (30) days written notice to the other party of the Agreement.

Sincerely,

Guarantee Services

For questions related to this communication, please contact:

Guarantee Services
Johns Manville Roofing Systems
10100 W. Ute Avenue | Mailstop R-15 | Littleton, CO 80127
GSU@jm.com | 800.922.5922 | Fax: 877.403.1747

Tab 3 – Company Profile (Appendix F)



BUILDING VALUE

Contractor Agreement

AGREEMENT made this **19th** day of **July, 2018** between Versico Roofing Systems ("VERSICO"), having a mailing address of P.O. Box 1289, Carlisle, PA 17013 and

Company Information

Company Legal Name:
RL National Roofing Partners, LLC

D-U-N-S Number:
869009451

Physical Address:
621 E. State Hwy. South Suite 400
Coppell TX 75019

Company Contact:
Kyra Coker
kyra.coker@nationalroofingpartners.com
866-537-6034 (phone)
214-580-5575 (fax)

Date Company was Established:
1/1/2006

Company Trade Name:
NRP

Company Operates Branch Locations:
No

Mailing Address:
621 E. State Hwy. South Suite 400
Coppell TX 75019

Company FEIN:
271532578

Company Type:
Corporation

Company Organized Under the Laws of:
TX

Company Files as Sub-Chapter S Corporation:
No

Company Officers

Company Member:
Rodney Shrader President
rodney.shrader@nationalroofingpartners.com

Address:
621 E. State Hwy. 121 South Suite 400
Coppell TX 75019

Office Phone Number:
866-537-6034

Mobile Phone Number:
817-829-2907

Permission to Send Text Messages:
No

Limited Partner:
No

Company Member:
Geoff Craft Vice President

Office Phone Number:
866-537-6034

P.O. Box 1289 ■ Carlisle, PA 17013 ■ toll free / 800.992.7663 ■ www.versico.com



Johns Manville Corporation
Roofing Systems Group
4413 Perry Lane
Fort Worth, Texas 76133-6905
Phone: 817-313-0396

July 9, 2018

National Roofing Partners
621 East State Highway 121
Coppell, TX 75019

Re: Johns Manville Certified Roofing Contractor Status
Pinnacle Level & No Dollar Limit Approval

To Whom It May Concern:

This is to advise that **National Roofing Partners** is listed with Johns Manville as a No Dollar Limit Approved Built-Up, Modified Bitumen TPO, PVC & EPDM Single Ply Roofing Systems Contractor.

Year after year, **National Roofing Partners** achieves our highest level of quality and professionalism as a member of our elite and exclusive Pinnacle Contractor Group. They have a JM Quality Multiplier of 1.15 that reflects this high quality and the fact that we rarely, if ever have installation-related leak claims on their JM guaranteed roof installations. Over the course of our relationship, National Roofing Partners has successfully installed 99,697 squares of JM roof systems, all backed by JM's Peak Advantage® Roofing System Guarantees.

We're proud of **National Roofing Partners'** performance and the fact that we can carry their name on our list of approved applicators.

Thank you for your interest in our products and services, and if we can be of assistance, please don't hesitate to call at 817-313-0396.

Respectfully submitted,

Joel K. Lewallen, RRC, RRO, CCPR, CCCA, LEED AP

Johns Manville is a manufacturer of commercial roofing products and offers this general conceptual information to you as a courtesy. This complimentary assistance is not to be used or relied upon by anyone as a substitute for professional engineering design and documentation required by building code, contract or applicable law. By accepting these comments you agree they do not constitute any representations, endorsements of, or an assumption by Johns Manville of any liability for either the adequacy of the design of this building or any other material not supplied by Johns Manville.

Tab 3 – Company Profile (Appendix F)



February 15, 2018

NATIONAL ROOFING PARTNERS LLC
STE 400 621 E STATE HWY 121
COPPELL, TX 75019

To Whom It May Concern:

This letter is to confirm that NATIONAL ROOFING PARTNERS LLC in COPPELL, TX is a Carlisle Authorized Applicator.

This Applicator has been awarded with the following awards:

ESP 2017, ESP 2016, ESP 2015

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin Somers", is written over a light blue circular stamp.

Kevin Somers

/ems



May 20, 2014

RL National Roofing Partners, LLC.
Mr. Dale Tyler
621 E. State Hwy 121, Suite 400
Coppell, TX 75019

Dear Mr. Tyler:

An application for credit was received from your company. After processing this application, SOPREMA has opened your account under the following terms:

Date of Approval 4/24/2014

Account Number TX229

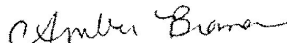
Terms Net 60

Credit Limit \$50,000.00

Regional Sales Manager	<u>Carl Kuhn</u>
Sales Representative	<u>Luke Legrand</u>
Customer Service Rep	<u>Jeff Weidman</u>

Also enclosed is your signed and executed Authorized Roofing Contractor Agreement. If you have any questions relating to these terms and conditions, please feel free to contact me at any time. Thank you for your interest in doing business with SOPREMA.

Sincerely,


Amber Branan
Credit Manager
abranan@soprema.us

Tab 3 – Company Profile (Appendix F)

Sika Sarnafil

World Class Roofing and Waterproofing

May 27, 2013

RL National Roofing Partners
Dale Tyler
320 Regal Row, Suite 200
Dallas, TX 75247

Dear Dale Tyler,

We are pleased to inform you that your company has been accepted as an authorized Sika Sarnafil Roofing Applicator, subject to the conditions in the Registered Contractor Agreement. Your Sika Sarnafil Customer Number is **3061723**

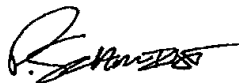
As referenced in the agreement, a training program is required to teach your employees Sika Sarnafil application and welding techniques. We recommend the training be scheduled just prior to starting your first Sika Sarnafil project. Please call your Sika Sarnafil sales person or regional technical manager to coordinate this training.

Your login id, password, and a user guide have been emailed to you for accessing the Sika Sarnafil online Project Tracking System (PTS). Check your email inbox for a message titled "Sika Sarnafil Project Tracking System". The PTS allows you to input projects directly into Sika Sarnafil's online database. While logged on to the database you will be able to request quotes, a technical review of a project, an inspection, a warranty, generate reports for projects entered into the system and download documents such as the Acceptance of Notice of Award (ANOA), Inspection for Warranty Report, and Warranty.

A set of Sika Sarnafil literature is enclosed for your information. Please use the order form if you would like to order additional copies for promotional purposes. Also, your company has been granted access to the Partners Club section of our website at usa.sarnafil.sika.com. This section allows you to search through technical documents, retrieve price lists and Notice of Award forms. Additional information about the Partners Club Program is enclosed. You will receive an email soon asking you to create your own password. Please check your "spam" folder if you do not see it within two weeks.

We appreciate your interest in Sika Sarnafil and are looking forward to building a strong relationship with **RL National Roofing Partners**.

Sincerely,



Sika Sarnafil
A Division of Sika Corporation
Peter Schmidt
National Sales Manager

cc: MGM Sales, Angela Mollica
Regional Manager
Randy Rios
Josie Bell
Melanie Graveline
Francisco Mosqueda



Sika Sarnafil, A Division of Sika Corporation, 100 Dan Road, Canton, MA 02021
Tel. 800-451-2504, Fax: 781-828-5365, www.sikacorp.com

Sarnafil®

July 17, 2018

National Roofing Partners, LLC

621 E State Hwy 121, Ste 400

Coppell, TX 75019

To Whom It May Concern:

This letter is to confirm that National Roofing Partners, LLC is a Versico Authorized Contractor.

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

Sincerely,



Scott Andrews

Regional Sales Manager

Tab 3 – Company Profile (Appendix F)

References

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Five (5) of these customer references should be for projects delivered through the job order contracting (JOC) delivery method. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name
Contact Name and Title City and State
Phone Number Years Serviced
Description of Services Annual Volume
Pricing Estimates/quotes provided to entity

National Roofing Partners

Table 5-1 under Tab 5. National Roofing Partners references of similar scope for past (3) years and JOC specific.



Steve Little

Company: National Roofing Partners

Role: CEO

Email: steve.little@nationalroofingpartners.com

Qualifications:

- Head Coach
- Inspirational Executive Leader
- Executive Decision Maker
- High-Level Contract Negotiations

Education/Training/ Certifications:

- BS, Santa Fe Community College
- University of Florida

Industry Associations:

- National Roofing Contractors Association (NRCA)
- Former Midwestern Roofing Contractors Association (MRCA) President
- The Construction Industry Advisory Council (CIOAC)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Current Board Member for Roofing Technology Think Tank (RT3)
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- National Roofing Partners (NRP), 2006 - Current
- KPOST Company (2003 - Current)

Tab 3 – Company Profile (Appendix F)



Rodney Shrader

Company: National Roofing Partners

Role: President

Email: rodney.shrader@nationalroofingpartners.com

Qualifications:

- Executive Decision maker
- Corporate Planning and Strategic Development
- Multi-Site Operational Leader
- P & L Management and Budgetary Direction
- Contract Negotiations
- Sales Coach
- Mergers & Acquisitions
- Executive Leadership and Mentor

**Education/Training/
Certifications:**

- MBA, TCU, Neely School of Business
- Supplier of the Year Award from AGC and ABC.
- Honor Graduate Military Police School
- Honor Graduate Military Working dog, K-9 Handler School
- K9 Supervisor Course
- Sandler Sales Training
- Chapman Leadership and Sales Coaching Clinic

Industry Associations:

- Board of Director for ABC N. Texas, Associated Builders and Contractors, Inc.
- Board of Director for AGC/ABC/TEXO
- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- Action Mobile, 2014 - 2018
- United Road Service (Car Auto Carrier), 1998-2004
- United States Marine Corps, 1993-1998



Kyrah Coker

Company: National Roofing Partners

Role: Vice President of Finance

Email: kyrah.coker@nationalroofingpartners.com

Qualifications:

- 20+ years of Finance Experience, 12+ in Construction Finance
- 10+ in Bonded Municipal Contract Oversight, Management and Purchasing
- Expertise in Contract Billings, WIP, GAAP Accounting Practices and a Pro Advisor

Education/Training/ Certifications:

- BA Finance, UT Dallas
- MA Interdisciplinary Studies, UT Dallas
- CMA Certification, In Progress
- Intuit Pro Advisor, SAGE 100/300 and SAP

Industry Associations:

- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- National Roofing Partners (NRP), 2017 – Current
- Land Gorilla (Construction Inspections), 2014-2017
- Servall Contractor Services, 2014 - 2017
- LDM Construction (WBE Contractor), 2005-2017
- ETS, 1996-2005
- CADVisions (an AutoCAD company), 1996-1998

Tab 3 – Company Profile (Appendix F)



David Adams

Company: National Roofing Partners

Role: Vice President of Revenue

Email: david.adams@nationalroofingpartners.com

Qualifications:

- Renowned Cooperative Contract and Sales Trainer
- Over 13 Years Cooperative Contract Experience with Multiple Vendors and National Purchasing Cooperative
- 13 Years Job Order Contracting Experience with Cooperatives
- Strategic Market Positioning
- Continuous Improvement Champion
- Team Builder
- Contract Negotiations

**Education/Training/
Certifications:**

- BA, Kenyon College, Gambier, OH
 - Double Major: Economics and Psychology
- Construction Specifications Institute
 - Construction Documents Technologist (CDT)

Industry Associations:

- Center for Job Order Contracting Excellence, 2016 - Current
 - Board of Directors / Industry Chair / Past Industry Chair National
- Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- National Roofing Partners (NRP), 2018 - Current
- TCPN / National IPA, Facilities Solutions, 2015 - 2017
- RoofConnect, 2013 - 2014
- CentiMark, 2010 - 2012
- Tremco, 2002 - 2010
- CentiMark, 1997 - 2002
- Tremco, 1989 - 1996



Geoff Craft

Company: National Roofing Partners

Role: Vice President

Email: geoff.craft@nationalroofingpartners.com

Qualifications:

- 28 Years of roofing industry experience in manufacturing and distribution
- Relationship Management
- Manufacturer Partnerships
- Contractor Partnerships
- Solar Expertise

Education/Training/ Certifications:

- State University of New York College

Industry Associations:

- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- National Roofing Partners (NRP), 2016 - Current
- Roofing Supply Group, 2010 - 2015
- OMG Inc., 1990 - 2010

Tab 3 – Company Profile (Appendix F)



Mike Genette

Company: National Roofing Partners

Role: Director of Risk Management

Email: mike.genette@nationalroofingpartners.com

Qualifications:

- Manage \$35MM P&L of reroofs
- Projects up to \$4MM
- Directs all estimating and risk management activity for company

**Education/Training/
Certifications:**

- Texas A&M B.B.A.
- Texas State, M.B.A.

Industry Associations:

- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- 8 years Pizza Hut (Yum!,PepsiCo)
- 10 years Starbucks
- 3 years Brinker Intntl
- 7 years at NRP



Ivan Trinidad

Company: National Roofing Partners

Role: Director of Operations

Email: ivan.trinidad@nationalroofingpartners.com

Qualifications:

- 27 years of construction and roofing experience
- Experience providing direction for multiple simultaneous projects
- Experience coordinating performance in occupied facilities
- Oversaw 500 + projects ranging from \$1,000 to \$6 million

Education/Training/ Certifications:

- BS, Psychology w/ Minor in Economics, Michigan State University
- Residential Contractor Certification; City of Brownsville, TX
- Construction Documents Technologist (CDT), Construction Specifications Institute
- GC License, Oregon Construction Contractor's Board
- Business and Law, State of New Mexico Contractor's License
- OSHA 30

Industry Associations:

- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

-

Tab 3 – Company Profile (Appendix F)



Kim Baxter

Company: National Roofing Partners

Role: Director of Client Services

Email: kim.baxter@nationalroofingpartners.com

Qualifications:

- Managing the day to day activities of the NRP Service Department including client relations, service dispatching, proposals, invoicing, collections and vendor management
- Oversee the daily operation of the building
- 20 Years in Construction Management
- Experience in Design Build
- Experience in State and Municipality construction

**Education/Training/
Certifications:**

- Bachelor's from University of Central Oklahoma in Public Relations
- Certified in Texas Lien Laws
- Masters in Accounting, in progress

Industry Associations:

- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- National Roofing Partners (NRP), 2012 - Current
- Robax Corp, 2000 – 2011



Tara Adams

Company: National Roofing Partners

Role: Cooperative Specialist / National Account Manager

Email: tara.adams@nationalroofingpartners.com

Qualifications:

- 8 years of direct management with cooperative contracts
- Successfully on-boarded hundreds of newly awarded cooperative supplier executive and sales teams on selling into the labor solution / cooperative space.
- 10 years of cooperative, roofing and JOC/IDIQ project experience
- 18 years of relevant construction experience
- Experience in utilizing RS Means for the purpose of providing cost estimate analysis and compliance review

Education/Training/ Certifications:

- California State Fullerton, Business Administration, Urban Planning & Community Development
- CA Realtor License

Industry Associations:

- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- National Roofing Partners (NRP), 2017 - Current
- FacilitiesConnect, 2017 - Current
- TCPN / National IPA, 2015 - 2017
- ReMax, 2013 - 2015
- Contract Purchasing Solutions, 2010 - 2014
- Tremco, 2007 - 2010
- Hunsaker & Associates, 2004 - 2008
- The Moote Group, 1996 - 2004



Laura Bartolozzi

Company: National Roofing Partners

Role: Executive Assistant/Human Resources

Email: laura.bartolozzi@nationalroofingpartners.com

Qualifications:

- Over 15 years' experience in administrative roles
- 2.5 years' working knowledge as an HR manager
- Ethical practice
- Relationship management

Education/Training/ Certifications:

- BA Communications from Northern Arizona University
- Dual Major in Publication Relations and Marketing

Industry Associations:

- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Society for Human Resource Management (SHRM)
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- National Roofing Partners (NRP), 2013 - Current
- Medical Receptionist, 2012 – 2013
- Operations and Staffing Coordinator, 2010 – 2012.
- Reservation Coordinator / Ground Crew, 2009 – 2010

Tab 3 – Company Profile (Appendix F)



Kim Greeley

Company: National Roofing Partners

Role: Solar Sales Coordinator

Email: kim.greeley@nationalroofingpartners.com

Qualifications:

- Assisting sales with managing any solar program
- Assisting with sourcing new product avenues
- Assisting with order management
- Work closely with our leading vendors and solar customers on all management levels in order to achieve goals
-

**Education/Training/
Certifications:**

Industry Associations:

- William Woods University
- Roofing 101 Online, NRCA
- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- National Roofing Partners (NRP), 2018 - Current
- Lowes, 2011 – 2018
- Innerworkings 2006-2011
- RR Donnelly, 1998 - 2005
- Haggard Clothing Co., 1994-1997



Madi Cazzola

Company: National Roofing Partners

Role: Sales Administrator

Email: madi.cazzola@nationalroofingpartners.com

Qualifications:

- Serves as administrator for the sales team and executive assistant
- Additional roles include lead generation, telemarketing and vendor on-boarding

Education/Training/ Certifications:

- Roofing 101 Online, NRCA

Industry Associations:

- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- National Roofing Partners (NRP), 2018 - Current
- Parker Chiropractic Clinic, 2017
- The Joint Chiropractic, 2016 -2017
- Colleyville Physical Therapy, 2015 -2015

APPENDIX B:
PRODUCTS / SERVICES SPECIFICATIONS

Tab 4 – Product / Services (Appendix B)

JOB-ORDER-CONTRACTING DELIVERY METHOD

As appropriate and allowed by chapter 2269 of the Texas Government Code, contractors may deliver projects through the job order contracting delivery method under this contract. Contractors should demonstrate their experience with JOC estimating and delivery on at least 5 previous projects as requested in Appendix F.

National Roofing Partner has demonstrated JOC estimating and delivery on at least (5) previous projects, detailed in Table 5-1 – National Roofing Partners References.

PERFORMANCE BOND PLAN

The contractor shall submit a detailed performance bond plan that will meet the participating agency's local and state statutory requirements. The vendor is required to be knowledgeable and current on all statutory requirements for bonding. This should include, but is not limited to, a letter from a surety company that is licensed to do business in the states being proposed in the submittal. Vendors shall also provide a written statement acknowledging that they can provide surety letters for any affiliates to Region 4 ESC or participating agencies upon request. Vendors may need to provide additional capacity as work orders increase. Bonds will not require that a fee be paid to Region 4 ESC. The actual cost of the bond will be a pass-through expense to the client and added to the purchase order.

National Roofing Partners acknowledges that we will provide surety letters for any affiliate to Region 4 ESC or participating agencies upon request. National Roofing Partners is knowledgeable and current on all statutory requirements for bonding.

Letters from Surety Companies provided on the following pages demonstrating our bonding capacity to perform the Roofing Products, Services, and Job-Order-Contracting Services contract.

Tab 4 – Product / Services (Appendix B)



EARNING YOUR TRUST • PROTECTING YOUR FUTURE

July 18, 2018

Re: RL National Roofing Partners, LLC

Dear Sir or Madam:

I have been associated with RL National Roofing Partners, LLC since their inception in 2006. RL National Roofing Partners, LLC's bonding program supports individual projects up to \$2 million, subject to an aggregate backlog of \$4 million with International Fidelity Insurance Company, which is rated "A- VII" by A.M. Best.

At RL National Roofing Partners, LLC's request, we will consider issuing final bonds, based on contract documents satisfactory to both RL National Roofing Partners, LLC and the Surety, including reasonable terms, conditions, verification of financing and acceptable performance and payment bond forms. We will also take into consideration RL National Roofing Partners, LLC's financial conditions at the time of the project, and their current backlog. We may issue the bond provided that RL National Roofing Partners, LLC does not assume other commitments or acquire further information that will materially affect the capacity to perform the contract.

Please note this letter is NOT an assumption of liability, nor is it a bid bond or a performance or payment bond. It is issued solely as a bonding reference at the request of our client. It is understood, of course, that any arrangement for performance and payment bonds is a matter between RL National Roofing Partners, LLC and International Fidelity Insurance Company. We assume no liability to the recipient of this letter or any third parties if for any reason we do not provide performance and payment bonds of any kind.

We hope the above demonstrates our utmost confidence in RL National Roofing Partners, LLC. We anticipate no problems in providing the necessary Performance and Payment bonds for various projects.

Should you have any questions, please do not hesitate to call.

Best regards,

A handwritten signature in blue ink, appearing to read "Darrin J. Weber".

Darrin J Weber, CPA, CIC, CRM
President & CEO

13601 Preston Road, Suite E740, Dallas, TX 75240
Main 972-961-3930 | Fax 972-961-3931

Tab 4 – Product / Services (Appendix B)

SAFETY/ENVIRONMENTAL PLAN

The contractor shall submit a detailed safety plan with their submittal. It should specifically address how the contractor will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer will interact with the client member's staff and management of safety and environmental issues while working in occupied areas.

National Roofing Partners has included a summary of our safety/environmental approach for the areas specifically outlined in the RFP on the following pages with a copy of our comprehensive Safety/Environmental Plan provided in Appendix 2 – Safety Plan.

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

The contractor shall submit a QA/QC plan within with their submittal. This plan shall detail the day to day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the participating agency's staff.

National Roofing Partners will implement a comprehensive QA/QC Program consistent with Roofing Products, Services, and Job-Order-Contracting Services contract requirements provided in Appendix 3 - Quality Assurance (QA)/Quality Control (QC) Program.

SUBCONTRACTING PLAN AND/OR EXPLANATION OF APPLICABLE AFFILIATE RELATIONSHIPS

The contractor shall submit a subcontracting plan with their submittal. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards as the contractor. This will include a subcontractor's log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the vendor will implement his safety plan with subcontractors (may reference the vendor's safety plan). The subcontractors will be held to the same standards as the primary roofing contractor.

A distinct portion of the subcontracting plan needs to deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms. Describe how your company will institute a prompt payment plan upon completion and acceptance of their work and how your company will make progress payments to subcontractors on long term job orders.

The contractor shall submit a plan detailing the relationship with any applicable affiliates that may do work under this contract. This submittal should include, but is not limited to, work history, credentials, PO processes, and process to maintain upstanding workmanship and service.

National Roofing Partners plan explains our subcontracting procedures providing assurances that the prime and subcontractors meet the same high standards as National Roofing Partners. We are currently implementing a contractor partner outreach to identified additional local, experienced and qualified subcontractors nationwide. Our outreach efforts to identify potential subcontractors as provided in Appendix 4 – Subcontracting Plan and/or Explanation of Applicable Affiliate Relationships.

Tab 4 – Product / Services (Appendix B)

PRODUCT PERFORMANCE MINIMUM REQUIREMENTS

All roof systems must meet the regulatory requirements of the International Building Code, all applicable state and local codes for public buildings, including, but not limited to, UL 790, Class A, and FM Class 1-90 Fastening Standards. The prime contractor awarded a contract will comply with the latest, most stringent industry-standard construction details published by the National Roofing Contractors Association's the NRCA Roofing and Waterproofing Manual, 4th edition. (NRCA, 10255 W. Higgins road, Suite 600, Rosemont, IL 60018 || 847-299-9070 || Fax 847-299-1183). Any deviations, such as the use of proprietary designs of the prime contractor or special construction for regional climatic conditions, must be identified and explicitly agreed to by the participating agency.

ASSOCIATED PROJECT SUPPORT REQUIREMENTS

The contractor shall remove movable furniture in the work area and place it back in the required location upon completion. The purchase, delivery and storage of project construction materials should not interfere with the client's operations. Damages that occur to the client's facilities or equipment must be repaired or purchased to like or better condition by the vendor at no charge. All permits will be acquired by the vendor and invoiced at cost as part of the purchase order, unless they are provided by the participating agency.

Region 4 ESC or its representative reserves the right to inspect any project and review the contractor's project files, documentation, and correspondence.

Utilities at the job sites will be furnished free of charge to the vendor by the participating agency. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the vendor or supplied by the vendor and charged to the client. Upon project completion, the connections will be removed at the direction of the client.

It is the contractor's responsibility to analyze their electrical needs and the ability of the client's facility to accommodate his request. The electricity at the job site will be free to the vendor. It will be the responsibility of the contractor to coordinate his requests and needs with the client. If additional capacity is required, the contractor is responsible for arranging for the equipment, the installation and removal at his own expense. If possible, toilet facilities will be made available by the client or the vendor will make arrangements for portable toilets.

The participating agency reserves the right to require the contractor's employees, representatives and consultants to wear identification and stay in designated work areas at all times while on the participating agency's property. The participating agency shall have the right to affect the immediate removal of any person associated with the contractor from the member's property for failure to wear identification, for being outside a designated work area, or for engaging in any behavior that the

member deems inappropriate directed toward or in the vicinity of students, employees, officials, or guests of the participating agency.

Contractor shall perform the appropriate background checks of any personnel that will be performing the services within the proximity of minors. Vendor shall notify the participating agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the participating agency reserves the right to reject the proposed employee

Tab 4 – Product / Services (Appendix B)

with a criminal background. No person employed by the vendor who has been found guilty of any criminal offenses shall be allowed into the work site without prior approval of the participating agency.

DESCRIPTION OF PRODUCTS AND SERVICES OFFERED

(Note: Pricing is to be provided separately in the Pricing tab)

A listing of products and services that should be offered under this contract is provided in the Pricing tab, but the offering need not be limited by this listing. Contractor may provide additional products and services either in this section or the value-add section. Pricing on these non-line items products and services can be addressed through a margin, a unit price book, or any other auditable pricing mechanism. Any product or service offered must have pricing that can be audited as outlined in the Pricing section in this solicitation (Appendix C). Contractors may propose a Unit Price Book to be used as an alternate pricing mechanism for special situations and for JOC delivery. Provide the coefficient(s) for all applicable regions for the unit price book proposed on the final page provided in the Pricing tab.

APPENDIX G: VALUE ADD

National Roofing Partners' Value-Add Services

National Roofing Partners' Value-Add Services include:

- Asset Management / Warranty Maximization Program
- Drone Services
- Consulting Services
- Photovoltaic Roofing Solutions
- Small Business / Disadvantaged Business / Minority Enterprise Relationships
- Snow Load Management & Removal
- Building Envelope Services
- Paving Services

Tab 7 – Value Add (Appendix G)

- Value-Add Marketing for TCPN Members
- Sales Force Training
- Founding Member of Impacting Organizations

Asset Management / Warranty Maximization

NRP offers programs that extend the life of your roofing and building envelope assets. By doing an initial evaluation of your roof or your portfolio, we will determine the condition of the assets and categorize into Red, Amber and Green. By thoughtful programming and preventative maintenance, you can extend the lives of your assets by implementing programs that extend the lives of the inventory and thereby driving down total cost of ownership. Besides inspection, these programs include access to your inventory via a web-based information management program. They also include plans as to how to put the roof back into a warrantable, watertight condition whereas a roof warranty can then be purchased along with preventative maintenance.

NRP Asset Management Inspection with condition assessment:

Roof Sections < 50,000 sq. ft.	Each
Roof Sections > 50,000 sq. ft.	Sq. Ft.

*Other services like infrared and core testing may be required

NRP PM Program - Annual Preventative Maintenance, Housekeeping

Roof Sections < 50,000 sq. ft.	Each
Roof Sections > 50,000 sq. ft.	Sq. Ft.

NRP Warranty Extension / Renewal Program (NRP PM Program + Leak Responsibility assumed by NRP)

Roof Section < 50,000 sq. ft.	Each
Roof Section > 50,000 sq. ft.	Sq. Ft.

*NRP Warranty Extension / Renewal Program requires separate pricing of repairs, restoration and replacement to bring roof up to NRP startup standard as determined under **Inspection**.

As part of this program, NRP offers a unique program to the industry called our **Warranty Maximization Program**. NRP and its Partners are approved to perform warranty repairs by all major roofing manufacturers. This means that NRP can perform warranty repairs while on site. This reduces the need for return trips and reduces the time required in solving defects. This translates to reduced impact on the TCPN Member’s property and occupants, achieving resolution quicker and more economically.

Invoicing to the TCPN Member is seamless and they will not incur warranty related expenses that are discovered during service call. These will be directly billed to the appropriate manufacturer. This represents significant cost savings the TCPN Member.

Drone Services

NRP has developed drone services that assist in the following:

- Job Site Inspection
- Infrared Analysis
- Asset Management

These services are very economical and are a new innovative tool that we are now consistently using. This service is at a lower cost than traditional scans of roof to determine wet / problem areas of insulation.

Since our price in the line items are not to exceed pricing, this will enable us to often come in under the price quoted and bring value to the TCPN Member.



Photovoltaic Roofing Solutions

NRP offers a single point of contact for all photovoltaic needs. NRP and / or our partners are licensed, insured and bonded and can provide competitive pricing in all 50 states.

Our services include:

- Full photovoltaic solutions via partners
- Take the “guess work” out of selecting the correct roofing attachment
- Commercial roofing experts, authorized installer of all roofing systems
- Will not void your existing manufacturer’s warranty
- Dedicated rooftop safety program
- Solar cleaning capabilities
- Pricing available upon request tailored to the needs of the TCPN Member

Small Business / Disadvantaged Business / Minority Enterprise Relationships

NRP has two joint ventures with small businesses where we can assist the TCPN Member in their efforts to meet small business spend requirements. Please contact NRP for any specific questions.

Snow Load Management & Removal

In the event of any winter storms, NRP can monitor snowfall measurements on the roof and assessment to determine whether or not it exceeds your roof’s load capacity. When it does,

Tab 7 – Value Add (Appendix G)

NRP can assist in the removal of the snow. Drifting and wind can also have an impact as well

Building Envelope Services

We also provide extensive building envelope services across the country. Please see consultant, Bluefin, LLC information included in this Value-Add Section of our response as they assist with our platform. Walls and floors represent part of the envelope and we stand prepared to evaluate any needs that TCPN Members may have to deliver these services. JOC coefficient will be used to price out any of these requests since the line items are limited in the line item request contained in the RFP.

Paving Services

We also provide extensive paving services across the country. Please see consultant, Bluefin, LLC information included in this Value-Add Section of our response as they assist with our platform. Paving also represents part of the facility managed by most facility directors and we stand prepared to evaluate any needs that TCPN Members may have to deliver these services.

JOC coefficient will be used to price out any of these requests since the line items are limited in the line item request contained in the RFP.

Sales Force Training

NRP plans to implement extensive national training to our entire Partner Sales Force. Cooperative Specialists David and Tara Adams will lead this initiative via the following:

- In-House HQ Training
- National Webinars
- Regional Trainings

Tab 7 – Value Add (Appendix G)

- Semi-Annual NRP Meetings
- Partner Office Meetings

David and Tara have led these same types of Trainings in the past for other TCPN Contract holders. In fact, they have conducted over 15 regional roofing trainings and 10 regional HVAC trainings for companies that were implementing the TCPN Contract (estimated total number of attendees was in excess of 500). Their expertise in training sales personnel on how to sell labor solutions in the cooperative marketplace will assist in accelerating opportunities with NRP Partners if awarded a contract.

Organization Membership & Founding Member of Impacting Organizations

National Roofing Partners are a part of many local and national associations. These include:

- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

We are especially proud of being founding members of:

- National Women in Roofing (NWIR)
- Roofing Technology Think Tank (RT3) – (Steve Little, NRP CEO is Board Member)



These organizations are making a difference in our industry in developing a platform for women to grow in our industry as well as a platform to promote technology in the roofing industry.

Consulting Services via Bluefin, LLC

National Roofing Partners has a partnership with BlueFin LLC. For any consulting needs, please see the information on the following page.



Roofs | Walls | Pavement

Firm Overview

BLUEFIN, LLC is a national roof, pavement, and building envelope consultant serving clients with large facility footprints. We focus on these areas because they're typically the largest investments for our clients. They also hold the greatest opportunities to improve facility performance.

We help clients manage these assets in the most effective way to prevent emergencies, maximize service life, reduce capital and operating costs, and save energy.



Roofs. Our most successful clients adopt a balanced approach to roof management that includes regular roof inspection, maintenance, and repair – using restoration instead of replacement whenever possible. This approach reduces leaks by 50-75% and significantly extends roof service life. We consistently see clients decrease their roof budget by 30% or more while improving performance across their building portfolio.



Building Envelope. Failures of exterior walls can cause safety and health problems, as well as severe structural damage. Proper inspection is the first step toward the prevention and stabilization of these problems. Combining exterior wall management with roof management is an efficient approach to preserving your entire building envelope.



Pavement. As with all the high value assets we protect, our pavement consulting focuses on inspection, preventative maintenance and repair solutions to keep these areas operating effectively. Proactive pavement care will extend the life of your paved areas, prevent accidents, and greatly reduce your total cost of ownership.

APPENDIX H: ADDITIONAL REQUIRED DOCUMENTS

DOC #1	Clean Air and Water Act
DOC #2	Debarment Notice
DOC #3	Lobbying Certification
DOC #4	Contractor Certification Requirements
DOC #5	Antitrust Certification Statements
DOC #6	Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
DOC #7	Texas Government Code 2270 Verification Form
DOC #8	EDGAR Certifications

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

DOC #9	Ownership Disclosure Form
DOC #10	Non-Collusion Affidavit
DOC #11	Affirmative Action Affidavit
DOC #12	Political Contribution Disclosure Form
DOC #13	Stockholder Disclosure Certification
DOC #14	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #15	New Jersey Business Registration Certificate

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1 CLEAN AIR AND WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: RL National Roofing Partners, LLC

Title of Authorized Representative: CEO

Mailing Address: 621 E St Hwy 121, Suite 400, Coppell, TX 75019

Signature: _____



DOC #2 DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: RL National Roofing Partners, LLC

Title of Authorized Representative: CEO

Mailing Address: 621 E St Hwy 121, Suite 400, Coppell, TX 75019

Signature: _____



DOC #3 LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Offeror

7-25-18

Date

DOC #4 LOBBYING CERTIFICATION

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Signature of Offeror

Date

7-25-18

DOC #5 ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

RL National Roofing Partners, LLC, DBA National Roofing Partners 'NRP'

Vendor

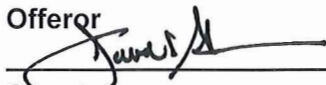
621 E St Hwy 121, Suite 400,

Address

<u>Coppell,</u>	<u>TX</u>	<u>75019</u>
City	State	Zip

<u>866-537-6034</u>	<u>214-580-5575</u>	
Phone	Fax	

Offeror



Signature

David Adams

Printed Name

Vice President of Revenue

Position with Company

Authorizing Official



Signature

Steve Little

Printed Name

CEO

Position with Company

DOC #6 IMPLEMENTATION OF HOUSE BILL 1295

Certification of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

National Roofing Partners
COPPELL, TX United States

Certificate Number:
2018-384782

Date Filed:
07/26/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 ESC

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

18-09
roofing and joc

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

DOC #7 TEXAS GOVERNMENT CODE 2270 VERIFICATION FORM

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

Stephen Little @

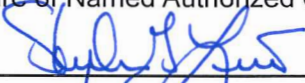
I, Kyrin Coker, as an authorized representative of RL National Roofing Partners, LLC, a contractor engaged by Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative



Date

7-25-18

Form Revised 10/27/2017

DOC #8 EDGAR CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

REGION 4 EDUCATION SERVICE CENTER is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to REGION 4 EDUCATION SERVICE CENTER along with your proposal.

The following certifications and provisions are required and apply when REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____  _____ Initials of Authorized Representative of Vendor

((B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. REGION 4 EDUCATION SERVICE CENTER also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 EDUCATION SERVICE CENTER believes, in its sole discretion that it is in the best interest of REGION 4 EDUCATION SERVICE CENTER to do so. Vendor will be compensated for work performed and accepted and goods accepted by REGION 4 EDUCATION SERVICE CENTER as of the termination date if the contract is terminated for convenience of REGION 4 EDUCATION SERVICE CENTER. Any award under this procurement process is not exclusive and REGION 4 EDUCATION SERVICE CENTER reserves the right to purchase goods and services from other vendors when it is in REGION 4 EDUCATION SERVICE CENTER's best interest.

Does Vendor agree? YES _____  _____ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____  _____ Initials of Authorized Representative of Vendor

Pursuant to Federal Rule (D) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions. Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Pursuant to Federal Rule (E) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process.

(F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Page 371 of 1282

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that: (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by REGION 4 EDUCATION SERVICE CENTER for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

REGION 4 EDUCATION SERVICE CENTER and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES CA Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES CA Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES CA Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES CA Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: RL National Roofing Partners, LLC

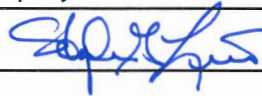
Address, City, State, and Zip Code: 621 E St Hwy 121, Suite 400, Coppell, TX 75019

Phone Number: 866-5376034

Fax Number: 214-681-5575

Printed Name and Title of Authorized Representative: Steve Little

Email Address: steve.little@kpostcompany.com

Signature of Authorized Representative: 

Date: 7-25-18

**DOC #9 OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2):**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: *RL National Roofing Partners, LLC*

Street: *621 E St Hwy 121, Suite 400*

City, State, Zip Code: *Coppell, TX 75019*

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Steve Little, an authorized representative of RL National Roofing Partners, LLC, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
<i>Steve Little</i>	<i>2308 Chapelwood, Lewisville, TX 75077</i>	11.9% <i>20% @</i>
<i>Rodney Burns</i>	<i>5480 Longvue, Firsco, TX 75034</i>	<i>29.9%</i>

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

7-25-18
Date Authorized

CEO 
Signature and Title

DOC #10 NON-COLLUSION AFFIDAVIT

Company Name: *RL National Roofing Partners, LLC*

Street: *621 E St Hwy 121, Suite 400*

City, State, Zip Code: *Coppell, TX 75019*

State of New Jersey

County of

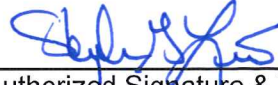
I, Steve Little of Coppell in the County of Dallas, State of Texas of full age, being duly sworn according to law on my oath depose and say that:

I am the CEO of the firm of RL National Roofing Partners, LLC the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that _____ relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

RL National Roofing Partners, LLC

Company Name


Authorized Signature & Title

Subscribed and sworn before me

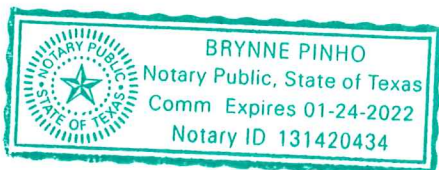
this 25th day of JULY, 20 18

Notary Public of STATE OF TEXAS

My commission expires 1-24, 20 22

SEAL

Brynne Pinho



P.L. 1995, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

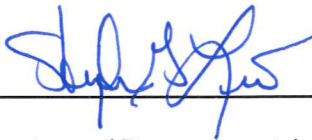
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

A handwritten signature in blue ink, appearing to be "John J. ...", is written over a horizontal line.

Signature of Procurement Agent

DOC #12 C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfn_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this

obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfn_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A- 20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

*N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name: RL National Roofing Partners, LLC

Address: 621 E St Hwy 121, Suite 400

City: Coppell State: Texas Zip: 75019

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature Steve Little CEO
Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name Recipient Name Date Dollar Amount
\$

Contributor Name	Recipient Name	Date	Dollar Amount

Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

Page____of____

Vendor Name:_____

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**LIST OF AGENCIES WITH ELECTED OFFICIALS REQUIRED FOR
POLITICAL CONTRIBUTION DISCLOSURE
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR
DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS
WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #13 STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Rodney Burns

Name:

5480 Longvue, Frisco, TX 75034

Home Address:

Name:

Home Address:

Name:

Home Address:

Steve Little

Name:

2308 Chapelwood, Lewisville, TX 75077

Home Address:

Name:

Home Address:

Name:

Home Address:

Subscribed and sworn before me this 25th day of JULY, 2018

Brynne Pinho

(Notary Public)

1.24.2022

My Commission expires:

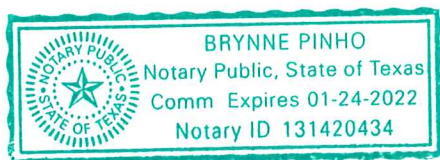
Stephen G. Little

(Affiant)

Stephen G. Little

(Print name & title of affiant)

(Corporate Seal)



DOC #14 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**DOC #15 NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

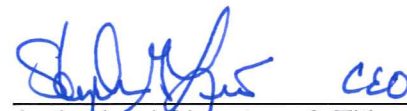
- ☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

7-25-18
Date

 CEO
Authorized Signature & Title

APPENDIX 1

MARKETING PLAN

It is National Roofing Partners' goal to integrate our marketing efforts with TCPN and create synergies that will grow business through the Roofing Products, Services, and Job-Order Contracting contract. Our objectives with this program are:

- Build greater awareness of the advantages of contracting with National Roofing Partners under this contract
- Increase the usage of the contract amongst all current and prospective members
- Leverage our relationships that have been traditionally bid and awarded in the past and move over to using the TCPN / ESC4 contract.

We will accomplish our objectives as summarized below:

- Employ an integrated MarCom Program
- Deploy dedicated team of Sales Representatives of National Roofing Partners and our Partners
- Educate Sales Representatives of Roofing Partners and our Roofing Partners
- Deploy initiatives to connect with Superintendents, Business Managers and Facilities Managers
- Leverage cooperative and JOC expertise of National Roofing Partners Cooperative Specialists

The MarCom plan will be broken down into 5 different categories:

- Build Awareness (items marked with an "*" will be first 90 days and will continue throughout first year)
 - Public Relations / Press Releases*
 - Training of internal National Roofing Partners personnel and National Roofing Partners - - Partners / Internal Communications*
 - Website*
 - CRM utilization for electronic marketing
 - Development of presentation materials*
 - Advertising
 - Social Media*
 - Blog / Video Blog*
 - Targeted marketing with Manufacturer Partners
 - Associations
- Lead Generation
 - Direct Marketing / telemarketing
 - Manufacturer Partner Opportunities
 - National Roofing Partners Partner Opportunities
 - Webinars
 - Trade Shows
 - Cooperative Summits
- Create Preference
 - Seminars / Training of Member Agencies
 - Sales Tools & co-branded literature*

Appendix 1 - Marketing Plan

- Power of National Roofing Partners Partners and Leveraging Relationships
- Value-Add Opportunities – Asset Management & Roof Warranty Maximization Programs
- Close Sale
 - Compliant proposal process
 - Roof installation / Service
 - Close out Books
- Manage Relationship
 - Job Site Inspection
 - Customer Surveys

Build Awareness

The National Roofing Partners TCPN Marketing Campaign will be initially focused on building the National Roofing Partners Brand within the TCPN Membership and Program Managers. This will be launched within 30 days after award of contract. Building awareness will be our primary focus and we will do so via the following methods: Public relations, press releases, internal communications / training, electronic marketing, website, social media, advertising, direct marketing and co-branded collateral.

Public Relations

National Roofing Partners Hires Rodney Shrader as President



NRP positions for market expansion with new president

National Roofing Partners (NRP), the leading network of commercial roofing contractors in North America, is proud to announce the appointment of Rodney Shrader as president of NRP. With a twenty-year record of success in the facilities storage and rental space, Shrader brings a new level of leadership to the leading national network of tier-one roofing contractors.



Rodney Shrader

Shrader's strong background in sales and marketing positions him perfectly to lead NRP in not only offering top quality roofing services but also in the use of technology as the company expands its markets. Having worked for Acton Mobile since 2004, Shrader was most recently executive vice president of sales and marketing where he was not only instrumental in growing the company but was also focused on mergers and acquisitions. He has a demonstrated successful history of working in the construction industry focused on modular space rentals, services and sales.

"Rodney's a natural leader from his U.S. Marine service to multiple private equity transactions over the past twenty years," stated Steve Little, CEO of NRP. "We are truly fortunate to have Rodney join the NRP family as we expand our national footprint and enter into the telecommunications service sector."

Shrader graduated first-in-class from the Marine Corps Institute with a degree and dual certification in military police and K9. He also holds an MBA focused in business administration and management from Texas Christian University in the M.J. Neeley School of Business.

Press Release for New NRP President, Rodney Shrader

Appendix 1 - Marketing Plan

Initially, an extensive program will be launched to target state and local media with press releases of our new contract. These will also be tailored for each of our Partners in the program so that they can extend their reach into their local communities that they serve where they are known as a "best in class" local roofing company that will now be assessable via the TCPN Contract.

Internal Communications / Training

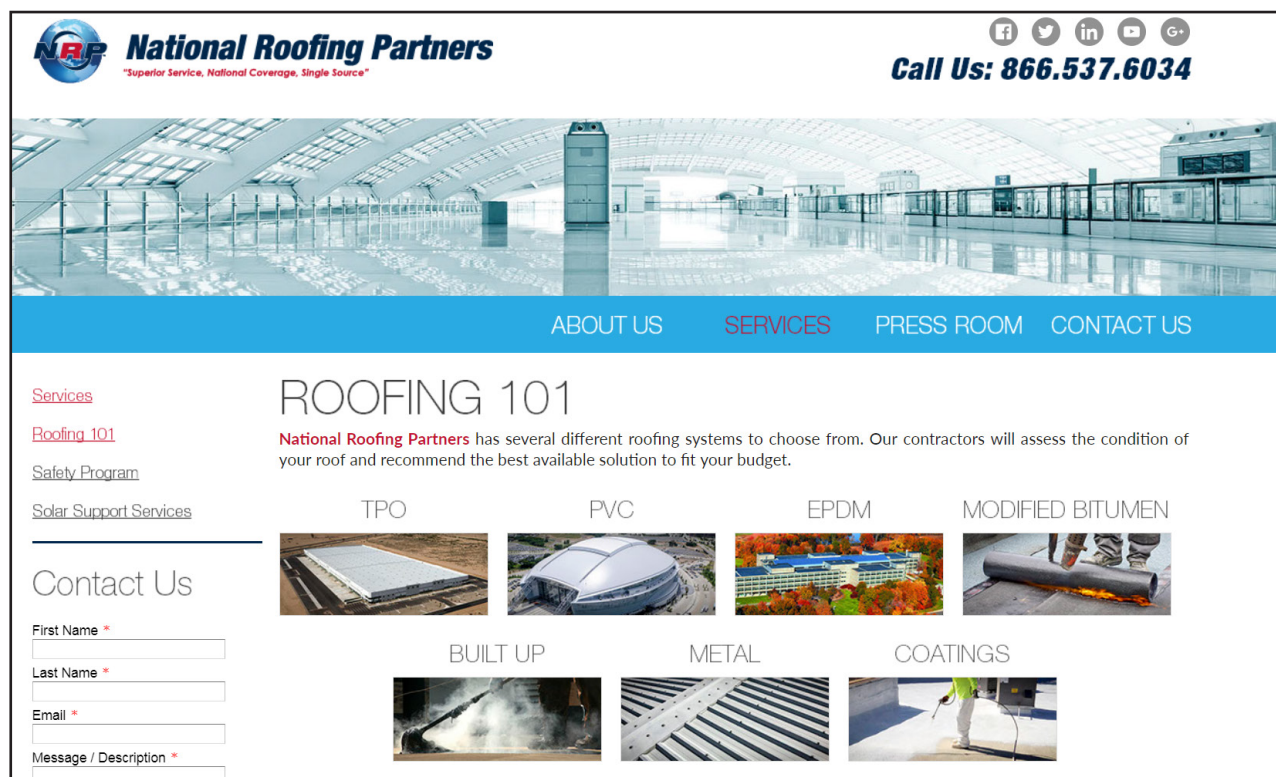
The training of the National Roofing Partners Team is essential to the success of this Contract. Successes will be achieved from the educating and motivating of all sales and marketing personnel to promote the contract. This program will include:

- Seminars and webinars
- Creation of Presentation Materials
- Creation of an National Roofing Partners TCPN Training Manual that will be used as a sales training tool

All training will be led by Tara Adams with the assistance of David Adams. As discussed in their resumes within this response, they have led training for over 500 attendees of TCPN suppliers over the last couple of years. They have helped create successes for other TCPN Teams and are now looking forward to putting their knowledge and abilities to work to grow the National Roofing Partners Cooperative business. They understand cooperatives extremely well and have extensive experience and knowledge in the labor and roofing solutions marketplace.

Website

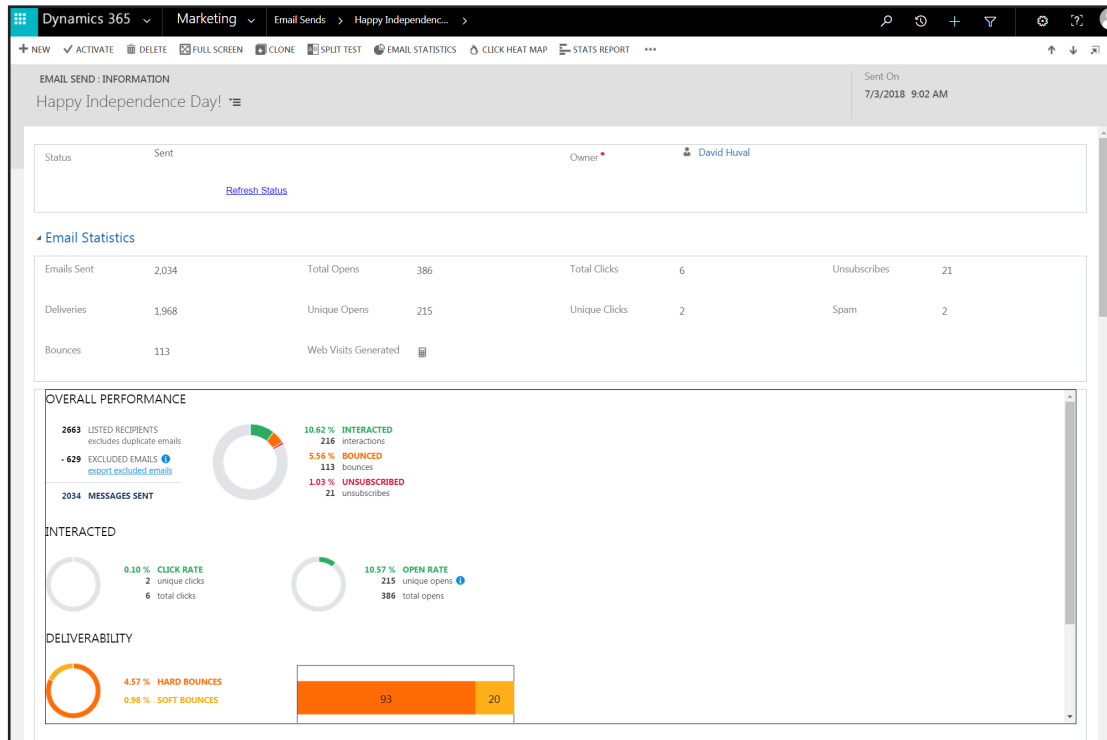
National Roofing Partners will develop a dedicated TCPN and Region 4 Section on our website. This will include a landing page to the contract documents on the TCPN website as well as marketing materials.



Appendix 1 - Marketing Plan

CRM Utilization for Electronic Marketing

National Roofing Partners utilizes Microsoft Dynamics CRM and Click Dimensions that can produce and track electronic marketing campaigns. Personalized messages will be created to promote the newly awarded contract.



Development of Presentation Materials

National Roofing Partners will produce presentation materials so National Roofing Partners Sales Team and Partner Sales Teams can electronically present via laptop the advantages and benefits of using the ESC4 Contract. Two presentations will be created, one for internal training and one for presentation to prospects and customers. Key points are:

- Save time and money with pre-competed and competitively awarded contract
- Work with best in class local contractors
- No Change Orders
- Reduce procurement time from months down to weeks or even days
- Compliant process with ESC4 Contract assures peace of mind

Advertising

The ESC4 Contract will be promoted within targeted states through advertisements in state, local and association publications. Some of the potential groups that we will advertise with are:

- ASBO
- AASA
- Municipal League
- NIGP
- Facilities Masters
- Any sponsored Region 4 Event/Publication



Appendix 1 - Marketing Plan

Did you know there's an Easy Button for roofing?

easy

[Click Here to Learn More](#)

Partner with Us | Contact Us

PRSM Professional Retail Store Maintenance Association

Online Buyers' Guide

Events Education Resources News & Publications Get Involved Membership About PRSM

MaintenX INTERNATIONAL

Total Facilities Repair

Fast, on-time, custom repair solutions 855-701-1940

Home / RFI Automator / Advertise With Us / Mobile Version / Get Listed / How To Use

Search For: Search By: [Search](#)

Welcome to the PRSM Online Buyers' Guide

For more than 20 years, the Professional Retail Store Maintenance Association (PRSM) has been the leading membership organization empowering retail facilities professionals by delivering industry best practices, education, forums and partnerships.

This PRSM Online Buyers' Guide is the fastest way to locate the products and services retail store managers need. Browse the 92 categories below for retail store services such as electrical repair, emergency services, facility maintenance, HVAC repair, and janitorial services.

This guide also offers a Request For Proposals Automator, which offer retail managers the chance to request project bids. Enter your customized information about a needed product or service and get private, personalized responses delivered to your email.

Access the top menu to view our advertising media kit and more information about [how to use](#) this guide.

FEATURED COMPANIES

NAYLOR ASSOCIATION SOLUTIONS (Achieve More.)

Place your company's message here! Our Online Buyers' Guide helps members locate products and professional services quickly and efficiently. This ad placement directs visitors to the landing page of your choice and is optimized to drive traffic from search engines. [More >](#)

SERVICE AMERICA Mechanical

Service America is dedicated to providing homeowners, rental property owners, and property managers the perfect solutions to care for all of their air conditioning, plumbing, appliance installation as well as repair needs. [More >](#)

CATEGORIES

CONSULTANTS

- ACH (Asbestos Containing Materials) / CIH (Certified Industrial

MAINTENANCE & REPAIRS CONT.

- Parking Lot & Sidewalks

Sample Advertisement: PRSM Online Buyers Guide <https://prsm.officialbuyersguide.net/>

Social Media

National Roofing Partners uses many forms of social media and will incorporate LinkedIn, Twitter, Facebook and Instagram to promote award of contract.

NRP @NationalRoofingPartners

The most trusted name in commercial roofing. Receive superior facilities management from elite roofing contractors nationwide. nationalroofingpartners.com

Joined February 2013

369 Photos and videos

Tweets **Tweets & replies** **Media**

NRP @NationalRoofingPartners · 2h
National Roofing Partners received the 2018 Castle Perfection Award! Our partners at @CSL_Materials delivered the award.

Who to follow

- Advanced Roofing (@AdvRoofing)
- N. American Roofing (@NAmericanRoofing)
- Florida Roofers (@FloridaRoofers)

Dallas-Ft. Worth trends

RT @NRP July 23 · Retweeted · 0 likes · 0 retweets
NRP is the team representing National Roofing Partners for Layla's Legacy! NRP sponsored a team today at the Tulsa for Brain Tumors golf tournament today in Project. TX! We're straight, team!

National Roofing Partners

Facilities Services • 29 connections work here. See all 40 employees on LinkedIn.

About us

National Roofing Partners is the roofing systems, installation and technology industry expert for national corporations looking for 24/7/365 single source roofing services, repairs, maintenance and portfolio management. Industry leading technology provides ongoing roof monitoring and the highest level of communication around the clock. NRP delivers more than roofing systems, they deliver the easiest and most cost-effective means of maintaining roofing assets. With a national footprint of 16 one contractors and progressive technology for communication and review, NRP continues to change the way the roofing industry works.

Recent update

National Roofing Partners received the 2018 Castle Perfection Award! Our partners at @CSL_Materials delivered the award.

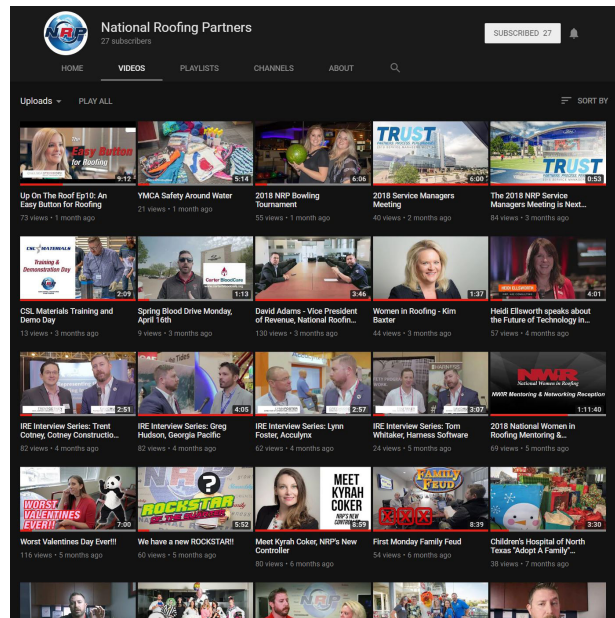
29 connections at this company

- Laura Bartolozzi - 1st Human Resources Manager
- Geoff Craft - 1st Vice President Operations
- Mike Genette - 1st Chief Estimator and Director of Project Management

Appendix 1 - Marketing Plan

Blog / Video Blog

We have a very strong presence via our video blog that is hosted by David Huval, National Roofing Partners Marketing Coordinator. David updates the video blog frequently and will host session promoting the ESC4 Contract.



The NRP YouTube Channel <https://www.youtube.com/channel/UCOpdvdZx4C5RFUlvHXo9cBw/featured>

Targeted marketing with Manufacturer Partners

We have strong relationships with many Manufacturer Partners (see awards and certificates) and within our Partner group, we can work on any major manufacturer's system. We will be doing some joint marketing with manufacturer partners helping to create even more leverage in the marketplace.

Associations

We will actively participate in many national and local associations as we build relationships across the country. We are very active in industry associations (see Value Add Section) but related to marketing the Cooperative contract, we will consider membership in:

- ASBO – Association of School Board Officials
- AASA – American Association of School Administrators
- NIGP – National Institute of Governmental Purchasing
- NAEP – National Association of Educational Procurement
- APPA – Association of Physical Plant Administrators
- NACO – National Association of Counties

Lead Generation

Direct Marketing / Telemarketing

National Roofing Partners has a dedicated Appointment Setter, Madi Cazzola, currently on staff. We plan on hiring an outside firm to dedicate significant time towards setting up appointments with public procurement and facilities professionals when awarded this contract.

Appendix 1 - Marketing Plan

Manufacturer Partner Opportunities

After introduction and building awareness with our Manufacturer Partners, we will jointly pursue opportunities to promote the ESC4 contract nationwide, starting in targeted areas of the country where labor solution contracts are more accepted and then moving into other states.

National Roofing Partners Partner Opportunities

Like Manufacturer Partners, after introduction and building awareness with our National Roofing Partners Partners, we will jointly pursue opportunities to promote the ESC4 contract nationwide, starting in targeted areas of the country where labor solution contracts are more accepted and then moving into other states.

Webinars

With the hosting of webinars that our nationwide Partners promote, we anticipate generating significant opportunities to set introductory meetings to discuss with TCPN Members or perspective TCPN Members the benefits and advantages of accessing this Contract.

Trade Shows

We will consider trade shows that, after performing research, will provide the most value to us and our Partners and the best return on investment. The Cooperative Logo will be on display at the booth. We will also make every effort to secure speaking opportunities at workshops and breakout sessions. The trade shows that we will consider are in alignment with the Associations listed in the previous section. We will have very strong interest in attending anything hosted by Region 4 ESC or where they are looking for sponsorship.

Cooperative Summits

Summits are a great source of leads and we welcome the opportunity to participate in as many as possible. We would attend these local summits with our local Partner. This local, "best in class" provider(s) is a very powerful part of our offering and we want them to be active in any of these types of events.

Create Preference

Seminars / Training of Member Agencies

Conducting of Educational Seminars geared towards increasing roofing knowledge will be promoted both in person and long-distance via webinar. Topics will include but are not limited to: Introduction to Roofing, the Importance of Quality Detailing, Warranties: Fact or Fiction and Roof Asset Management

Sales Tools & Co-Branded Literature

Literature and sales tools will be created to promote the brand and the Contract offering. The importance of literature at a local level is that our literature will be tri-branded with National Roofing Partners logo, Cooperative logo and our Partner logo. The importance of our Partners having their own literature and tools can not be understated as it will help in training them and making the Contract, their contract.

Appendix 1 - Marketing Plan

Power of National Roofing Partners Partners and Leveraging Relationships

This will be an on-going process as we stated it in Lead Generation, but it will also continue to take place to start creating the preference of Agencies working directly with their preferred contractor using the ESC 4 Contract.

Value-Add Opportunities – Asset Management & Warranty Maximization Programs

We will use two of our offerings that resonate with all public agencies and promote those. Asset Management and Warranty Maximization are critical programs for underfunded schools, allowing them to drive down the cost of roofing with the implementation of these programs. Campaigns will be created to market these programs nationwide.



National Roofing Partners
"Superior Service, National Coverage, Single Source"

Warranty Maximization Program

National Roofing Partners is the most trusted name in the industry, and has the largest combined, National Footprint in North America. No matter where or when your roofing service needs occur, **We've Got You Covered**. NRP is owned and operated by Tier 1 Roofing Contractors with over 120+ service locations and 8,000 employees nationwide.



- Certified by all major manufacturers to perform warranty work.
- Research with manufacturer and customer to determine warranty status of roofs.
- Can assess roofs to extend term of existing warranties.
- Can assess roofs and how to bring back expired warranted roofs to warrantable condition
- Can provide proactive repairs of warranty related items (paid by manufacturers) while performing regular preventative maintenance that all warranties require
- The program costs a fraction of the cost of reroofing
- The program minimizes the risks of reroofing (opening up your building to the elements, construction risks to occupants, major potential of leaks during a reroof, etc)
- Extend the life of your roofs and their corresponding warranties, driving lower total cost of ownership.



Sarnafil®



621 E. St Hwy 121, Suite 400 • Coppell, TX 75019
nationalroofingpartners.com

Warranty Maximization Program Flyer

Close Sale

Compliant Proposal Process

Compliant proposals are critical to what we do and a repeatable compliant process of how our Partners engage us for line-item proposal creation will be communicated between us and our Partners. In addition, this will be communicated with Member Agencies as well. Done correctly, the Member Agency will have tremendous confidence in that they are receiving a compliant proposal, which will give them peace of mind to continue to work with us now and well into the future.

Appendix 1 - Marketing Plan

The following is the National Roofing Partners Quotation / Proposal Process

1. RFP for Roofing Project with TCPN Member is received
2. Estimating Department reviews request with Sales Representative and Customer and determine initial needs.
3. Customer will either request one proposal or multiple proposals from multiple National Roofing Partners Partners
4. Project is created in National Roofing Partners internal Asset Management System for tracking purposes and status updates throughout entire process
5. Email sent to Partner with the following:
 - Project Number
 - Site location / address / onsite contacts
 - Specification / Scope of work / detail drawings
 - National Roofing Partners cost sheet will be issued to Partner
6. Cost sheet received from Partner(s)
7. Review documents and cost sheets received from Partner and discuss as necessary
8. Final National Roofing Partners Proposal formulated per TCPN Contract Terms
9. Submit final line-item proposal with the scope of work / specification to TCPN Member for review and acceptance
10. TCPN Member accepts proposal
11. Job Start scheduled

Close Out File

At conclusion of project, warranty inspection is performed. At this time, upon request, we will provide a copy of all Job Reports, photos, video, etc. in the Asset Management Program Customer link for access by anyone that has credentials to the Asset Management Program.

Appendix 1 - Marketing Plan

Manage Relationship

Pre-Job Conference

When a project starts up properly, we firmly believe that there is a far greater chance for successful execution. Therefore, every one of our jobs includes a Pre-Job Conference with our Project Management Team. A sample of pre-job meeting report is below:


National Roofing Partners
 "Superior Service, National Coverage, Single Source"

Pre-Construction Meeting Checklist	
Project:	XXXXXXX Roofing – XXXXXXX Pneumatics
NRP Job #:	XXX
Project Manager:	Tom XXXXXX
Owner Rep:	Wendy XXXXX
Meeting Date:	7-3-18

1. Pre-Construction Meeting Sign-In and introductions
2. Review Specification, Scope of Work, Detailed Drawings and/or Addenda (if applicable)
3. Review project schedule: **25 - 30 working days** Proposed start date: **7/9**
4. Project strategy / plan of attack (flow of work): **Drawing attached; work W to E**
5. Roof access: **Ladder** Roof storage: **Y**
6. Material delivery date: **7/9**
7. Crew size: **10 - 12**
8. Set-up area: **E side of building**
9. Ground storage location: **E side of building**
10. Permits required: **Yes**
 - a. Governing entity & Type: **City of McKinney**
11. Project safety plan - Site Specific Safety Plan submitted: **Pending**
 - a. Who is Competent Subcontractor Safety Coordinator: **Erik XXXXXX XXX-329-2851**
12. Internal operations coordination:
 - a. Primary contact name/number: **Wendy XXXXX XXX-396-8459**
 - b. Secondary contact name/number:
13. Weekly progress meeting: **Not required**
 - a. Day: _____ Time: _____ Location: _____
14. Review Owner's normal working hours: **8:30am – 5:30pm**
15. Other contractors on site? **None**
16. Review special housekeeping requirements: **Maintain clean jobsite**
 - a. Intake vents and odor issues? **Will monitor use of bonding adhesive**
17. Review interior protection requirements: **Check interior and post monitor when performing skylight work**
18. Outline On-site security/badging requirements (if applicable) **N/A**
19. Owner training – Safety program/Meetings: (from Owner if applicable)
20. Lunch break on ground unless otherwise noted by owner (designated area):
21. No smoking allowed! No E-cigarettes allowed! No tobacco allowed! No marijuana allowed! No alcohol allowed!
 - a. Is there a designated smoking area? **Minimum 20 ft away from doors**
22. Asbestos discussion (if applicable to project) **N/A**
 - a. Licensed Federal/State Hauler is required
 - b. Sub-contractor to submit copy of manifest signed by the Owner and asbestos Hauler
 - c. Copy of License Operator to be submitted to NRP before project start
23. Change orders – only for previously unforeseen items; work shall not begin without prior approval by Owner/Owner Rep
24. Billing-Invoices
 - a. Special Owner invoicing instructions: **None**
 - b. Certified payroll: **No** If Yes, sent to:
25. Additional comments and concerns: **Large vent stacks (2) to be removed; no cages on skylights**
26. Metal color selection (if applicable): **Black**
27. Walk roof/site
28. List any proposed changes to the spec or additional work: **None**

Appendix 1 - Marketing Plan

Job Site Inspection

We believe strongly in the importance of Job Site Inspection. When this option is purchased, National Roofing Partners will provide inspection of the job in progress and fill out daily reports with photos.



Customer Surveys

To achieve continuous improvement, Customer Surveys can be issued at the completion of a project. We believe without this type of feedback we can not achieve our mission of being the Roofing provider of choice for Member Agencies across the country

Appendix 2 - Safety Plan



**NATIONAL ROOFING
PARTNERS**

621 E State Hwy121 Suite 400
Coppell, Texas 75019

APPENDIX 2 – Safety Plan

Section 1: Safety Policy

A. Company Policy

National Roofing Partners is dedicated to providing a safe and healthy work environment for all of our employees and customers. The Company shall follow operating practices that will safeguard employees, the public and Company operations. **We believe all incidents are preventable.** Therefore, we will make every effort to prevent accidents and comply with all established safety and health laws and regulations.

B. Management Commitment to Safety

Management is concerned about employee safety. Accidents, unsafe working conditions, and unsafe acts jeopardize both employees and Company resources. Injuries and illnesses result in discomfort, inconvenience and possibly reduced income for the employee. Costs to the Company include direct expenses (workers' compensation premiums, damaged equipment or materials, and medical care) and indirect expenses (loss of production, reduced efficiency, employee morale problems, etc.). These indirect costs are reported to cost 4-10 times more than the insured costs of an accident. Accordingly, Management will provide sufficient staffing, funds, time, and equipment so that employees can work safely and efficiently.

C. Assignment of Responsibilities

Safety is everyone's responsibility. Everyone should have a safe attitude and practice safe behavior at all times. To best administer and monitor our safety policies, the following responsibilities are delegated. This list should not be construed as all-inclusive and is subject to change as needed.

1. Management (will)
 - a. Provide sufficient staffing, funds, time, and equipment so that employees can work safely and efficiently
 - b. Demand safe performance from each employee and express this demand periodically and whenever the opportunity presents itself.
 - c. Delegate the responsibility for a safe performance to the Senior Safety QA/QA Manager, Supervisors, and Employees, as appropriate.
 - d. Hold every employee accountable for safety and evaluate performance accordingly. e. Periodically review the Safety Program effectiveness and results.
2. Senior Safety QA/QC Manager – Christian Pieschel or his Designee (will)
 - a. Provide the resources, direction, and audits to integrate safety into the management system.
 - b. Establish and maintain a safety education and training program. c. Periodically conduct safety surveys, meetings, and inspections.

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- d. Advise supervisors, employees, and the safety committee on safety policies and procedures.
- e. Assure that all newly hired employees have been given a thorough orientation concerning the Company's Safety Program.
- f. Coordinate with Human Resources pre-employment physicals and maintain the company's drug-testing program.
- g. Prepare and maintain safety records, analysis, evaluations, and reports to improve the Company's safety performance and comply with all government agencies, insurance carriers, and internal procedures.
- h. Work with management, supervisors, safety committees and employees to maintain & implement new and ongoing safety programs and comply with recommendations provided by outside consultants, OSHA inspectors, and insurance companies.
- i. Make available all necessary personal protective equipment, job safety material, and first-aid equipment.
- j. Review all accidents with management, supervisors, the safety committee and/or employees and ensure that corrective action is taken immediately.
- k. File all workers' compensation claims immediately and work with the workers' compensation carrier to ensure proper medical treatment is provided to injured workers and they are returned to work as quickly as medically possible.

3. Supervisors

Each employee who is in charge of a specific work area, supervises the work of others, or to whom an employee is assigned for a specific task or project, is responsible and accountable for their safety. Supervisors will:

- a. Establish and maintain safe working conditions, practices, and processes through:
 - ☐ Job Safety Analysis (see Return to Work section for sample)
 - ☐ Job Inspections
 - ☐ Safety Meetings
 - ☐ Safety Training
- b. Observe work activities to detect and correct unsafe actions.
- c. Ensure that all injuries are reported promptly and cared for properly. Make available first aid treatment.
- d. Investigate all accidents promptly. Complete an accident report and provide it to the Senior Safety QA/QC Manager the same day the accident occurs. Review all accidents with the Senior Safety QA/QC Manager and employees and correct the causes immediately.
- e. Assist Human Resources in the review of employment applications, pre-employment physicals reports, and personnel files to determine physicals qualifications for specified job classifications.
- f. Seek out alternative work so that injured employees can return to work in a modified duty job.
- g. Consistently enforce safety rules/regulations, programs, and protective measures (i.e. use of personal protective equipment, machine guarding, proper clothing, etc.)
- h. Post signs, notices, and instructions as needed or required.

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- i. Brief your employees of any new hazards before they start work and weekly host brief safety meetings to discuss safety practices related to job hazards and general safe work behavior.
 - j. Work with management, the Senior Safety QA/QC Manager, safety committees and employees to maintain & implement new and ongoing safety programs and comply with recommendations provided by outside consultants, OSHA inspectors, and insurance companies.
4. Employees
- Each employee is responsible for his/her own safety. No task should be completed unless it can be completed safely. Employees will:
- a. Comply with all company safety programs, rules, regulations, procedures, and instructions that are applicable to his/her own actions and conduct.
 - b. Refrain from any unsafe act that might endanger him/herself or fellow workers. c. Use all safety devices and personal protective equipment provided for his/her protection.
 - d. Report all hazards, incidents, and near-miss occurrences to their immediate supervisor or Senior Safety QA/QC Manager, regardless of whether or not injury or property damaged was involved.
 - e. Promptly report all injuries and suspected work related illnesses, however slight, to his/her immediate supervisor or Senior Safety QA/QC Manager.
 - f. Participate in safety committee meetings, training sessions, and surveys as requested and provide input into how to improve safety.
 - g. Notify the Senior Safety QA/QC Manager immediately of any change in physical or mental condition or use of prescription drugs that would affect the employees job performance or the safety of him/herself or others.
 - h. Notify the Human Resources Manager within five days of any serious driving, drug/alcohol, or criminal convictions.
 - i. Be a safe worker on (and off) the job. Help coworkers do their job safely. Come to work every day with a safe attitude.

D. Accountability for Safety

Everyone is accountable for safety. Management, the Senior Safety QA/QC Manager, and/or the Safety Committee will establish safety objectives and develop and direct accident prevention activities. All employees should strive to reach those objectives and will be evaluated accordingly. All managers' and supervisors' annual appraisals will include safety (results to objectives in their area and companywide) as well as an audit of their performance of their safety responsibilities. All employees' salary reviews will be affected by the company's safety performance record. Appraisals, which include safety records, will also be performed on all employees seeking a promotion.

Section 2: Standards

A. Emergencies & Evacuation

1. Emergency Procedures
- Our goal is to provide prompt and immediate action in any emergency to protect life, property, and equipment. In case of an emergency, the employee nearest the stricken person should call 911 (or the emergency phone number posted in your area) and direct a fellow employee to:

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- a. Notify the nearest supervisor to come to the scene
- b. Simultaneously dispatch available employees to quickly retrieve the first aid kit.
- c. An individual **trained in first-aid** should apply emergency rescue procedures until medical assistance arrives.

The Senior Safety QA/QC Manager should be notified. The President or Senior Safety QA/QC Manager (in that order) or their designees will decide whether or not to evacuate, inspect or shut down a facility.

2. Evacuation Procedures
 - a. Each area will be assigned by the Senior Safety QA/QC Manager a primary and alternate evacuation coordinator. They will be responsible for the effective evacuation of all persons. If neither is available, the supervisor is then responsible for evacuation.
 - b. When alerted by alarm or by the Evacuation Coordinator(s) to evacuate, employees should:
 1. **Proceed to the nearest exit and assemble in the designated area.** See the attached building layout with exit routes clearly marked. These are also posted throughout the building.
 2. Remain in the designated area until instructions are provided.

B. Safe Operating Procedures

All employees are responsible for safety. The following applies to all employees:

1. Rules
 - a. Comply with all established safety rules, regulations, procedures, and instructions which are applicable to your own actions and conduct.
 - b. Promptly report all accidents, hazards, incidents, and near-miss occurrences to your immediate supervisor, regardless of whether or not injury or property damage was involved.
 - c. Do not visit, talk to, or distract another employee who is operating a machine, or who is engaged in a work activity where the possibility of injury exists.
 - d. Do not participate in horseplay, scuffling, pushing, fighting, throwing things, or practical jokes.
 - e. Observe all no-smoking signs and regulations. f. Do not run on Company premises.
 - g. Use handrails on steps, elevated platforms, scaffolds, or other elevations.
 - h. Assist others and ask for assistance in lifting and carrying heavy or awkward objects. i. Firearms, ammunition, and explosives are prohibited on Company premises.
 - j. Personal stereos with headphones, i.e. Walkman, are not permitted to be worn in the workplace
 - k. Alcohol and drug use and possession on Company property is prohibited.
2. Housekeeping
 - a. Practice good housekeeping by keeping the work area, aisles, walkways, stairways, roads, or other points of egress clean and clear of all hazards.
 - b. Store and/or return parts, materials, tools, and equipment so as not to create a tripping hazard.
 - c. Clean-up scrap, nails, and other excess materials. Place trash and scrap in proper waste containers.

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- d. Keep work area floors clean, dry, and free of oils, grease and liquids. Remove all spills immediately.
 - e. Remove or bend down nails or sharp protrusions. Store parts, materials, or equipment with protruding sharp ends or edges where personnel cannot accidentally bump into them.
 - f. Materials and equipment are not to be stored in the aisles or near exits. Permission from the Senior Safety QA/QC Manager must be obtained for temporary or permanent storage of any materials or equipment in aisles or near exits.
3. **Tools, Machinery, & Equipment**
- a. Inspect tools daily to ensure that they are in proper working order. Damaged or defective tools must be taken out of service and replaced immediately.
 - b. Power saws, grinders, and other power tools must have proper guards in place at all times.
 - c. Cords and hoses must be kept out of the walkways and off stairs and ladders. They must be placed so as not to create a tripping hazard or damaged from equipment or materials.
 - d. Electrically powered tools and equipment should be double-insulated or grounded at all times when in use.
 - e. Hand tools should be used for their intended purposes only. The design capacity of hand tools should not be exceeded by the use of unauthorized attachments.
 - f. All fuel-powered tools must be shut down while being refueled or serviced. Smoking, welding, and other burning is prohibited during refueling.
 - g. No one shall ride in or on any equipment not specifically designed or adapted for the transportation of employees.
 - h. Do not operate or attempt to operate machines, tools, or equipment for which you are not authorized or trained.
 - i. Do not stand, walk, or work under suspended loads or loads being moved by overhead equipment.
4. **Machine Guarding**
- a. It is the responsibility of the Supervisor to see that guards are installed on machines where needed.
 - b. Employees should report any malfunctions of the guards to the Senior Safety QA/QC Manager.
 - c. The Senior Safety QA/QC Manager should determine if the machine should be locked and tagged- out until the guard can be fixed or replaced.
 - d. The guards increase safety on the machine. Machinery with the guards removed shall not be used by any employee without permission from the Senior Safety QA/QC Manager.
5. **Material Handling & Back Safety**
- a. Know the approximate weight of your load and make certain your equipment is rated to handle it. (All powered equipment and rigging is rated as to safe working load. This rating is posted on the equipment. Never exceed the manufacturer's recommended safe working load).
 - b. Lift heavy objects as instructed, with the leg muscles and not with the back. On average, do not manually lift over 50 pounds.

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- c. Call for assistance as needed for handling heavy or bulky objects or materials.
- d. Use an appropriate, approved lifting device (i.e. special trucks, racks, hoists, and other devices) for lifting very heavy, bulky, large or unyielding objects.
- e. All ropes, chains, cables, slings, etc., and other hoisting equipment must be inspected each time before use.
- f. A load should never be lifted and left unattended.
- g. Wear safety gloves when handling materials.
- h. Properly stack and secure all materials prior to lifting or moving to prevent sliding, falling, or collapse.
- i. Protruding nails or staples must be bent or pulled away whenever stripping forms or opening materials.
- j. Avoid moving or lifting loads by hand whenever possible.

Tips for manual lifting:

- a. Get a good footing.
- b. Place feet about shoulder width apart.
- c. Bend at the knees to grasp the weight.
- d. Keep back as straight as possible.
- e. Get a firm hold.
- f. Lift gradually by straightening the legs.
- g. Don't twist your back to turn. Move your feet.
- h. When the weight is too heavy or bulky for you to comfortably lift - GET HELP.
- i. When putting the load down, reverse the above steps.

Note: If lifting stacked materials, materials should be carefully piled and stable. Piles should not be stacked as to impair your vision or unbalance the load. Materials should not be stacked on any object (i.e. floor, scaffold) until the strength of the supporting members have been checked.

6. Forklift & Heavy Equipment Safety

The following are the minimum safety practices for the operation of fork lifts and heavy equipment (cranes, bulldozers, backhoes, etc.):

- a. Only trained and authorized operators are permitted to operate a fork lift or heavy equipment. All operators will be trained by their Supervisors or the Senior Safety QA/QC Manager. Every operator must participate in, at a minimum, annual forklift training.
- b. Prior to operating the forklift or equipment, the operator must test: the brakes, steering controls, warning light, clutch, horn, fluid levels, and other devices for safe and proper operation.
- c. Never check the engine while it is running.
- d. Document your inspection results and equipment defects using the attached Inspection Report Form. Report defects to your supervisor immediately. No defective equipment shall be used. Adjustments and repairs should be made by authorized personnel only.
- e. Wash the equipment whenever necessary. The equipment must be kept clean and free of oil and grease.
- f. Employees should operate the equipment/forklift with safe speed and within rated load capacity. Drive to the right. Do not exceed 10 miles per hour, or posted authorized speeds, on plant roads.
- g. Passengers are not permitted on forklifts or heavy equipment except for training purposes.

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- h. Mobile equipment should never be left unattended without first shutting off power, neutralizing controls, setting brakes, and lowering forks or bucket. Do not park on an incline.
- i. All mobile equipment must have a functional fire extinguisher on board.
- j. Sound horn at exits, corners, cross aisles, intersections, and when approaching pedestrians. Do not use horn needlessly or at undue length.
- k. Always look in the direction equipment is traveling, looking backward when backing up, even for a short distance. Keep a clear view of the path. When forward vision is obstructed, drive in reverse.
- l. When traveling, with or without a load, keep forks or bucket as low as possible.
- m. Avoid following pedestrians or other vehicles too closely, especially when operating on inclines or in noisy areas.
- n. Ascend/descend all ramps and inclines slowly. Wait for passengers to exit the ramp before attempting to ascend/descend. When descending, always use low gear and the slowest speed control. Do not descend ramps with the load at the front of the fork lift. Never ascend in reverse. When ascending, loaded forklifts should be driven with the load upgrade.
- o. A man cage must be used when elevating personnel with a forklift. Attach the cage prior to use. Do not travel with passengers in the man cage.
- p. Personal protective equipment should be used as instructed. Hard hats should be worn where danger of falling objects exists.
- q. If the forklift is equipped with a seatbelt, the belt must be worn at all times.

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Forklift Inspection Check List

Distribution: ☐ Copy to Senior Safety QA/QC Manager ☐ Copy to Safety Committee
☐ Copy _____
Date: _____ **Inspector:** _____ **Title:** _____

Grade: 1 = Satisfactory, 2 = Needs some attention, 3 = Needs immediate action

Item	Grade	Comments
Operator Training		
Personnel operating the forklift properly trained.		
Condition of Forklift		
Brakes		
Steering controls		
Warning lights		
Horn		
Clutch		
Warning Lights		
Engine		
Overhead guard		
Capacity Sign posted		
Fire Prevention		
Fire extinguisher on board & functional		
Fluids		
Levels Adequate		
Fueling done to avoid spilling		
If spillage occurs, is fuel washed away completely from forklift and area and measures taken to control vapors before restarting engine?		
Personal Protective Equipment		
Hard hats provided & worn where danger of following objects exist		
General PPE rules on proper clothing & footwear followed		
Additional OSHA Requirements		
Are driving paths marked, in good condition, and clear?		
Repairs are conducted in designated areas		
Operating rules posted & enforced		
Batteries charged in properly vented rooms (no smoking)		
Are dusts & fume exposures generated by the forklift through operation, fueling, or repair controlled?		
Seatbelt in forklift and worn while operating the forklift		
Other:		

Action Taken:

- ☐ Repairs/Corrections must be completed by: (date) _____
☐ Repairs/Corrections mentioned above have been done.

Supervisor _____ **Date:** _____

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7. Ladders
 - a. Inspect all ladders before use. Do not use any ladders with missing safety feet, missing or broken rungs, etc. Tag defective ladders with a "DO NOT USE" sign and report the defects immediately.
 - b. Portable ladders should be placed so that the base is away from the horizontal plane by one-fourth the ladder length (i.e. 12' ladder would be 3' from the wall).
 - c. Never climb a ladder that is unstable.
 - d. Never place a ladder in front of a door, unless the door is locked, guarded or otherwise blocked.
 - e. All ladders placed up against a stationary object must be tied off at the top to a secure point.
 - f. Ladders must extend at least three feet beyond the step off point.
 - g. Do not place a ladder close to live electrical wiring or against piping. Beware of overhead wires when moving an extended ladder. Do not use metal ladders near electrical power lines.
 - h. Portable ladders must be equipped with non-slip bases. i.
Face the ladder when ascending or descending.
 - j. Never stand at the top rung of a step ladder.
8. Office Safety
 - a. Practice good housekeeping throughout the office area. Do not leave materials or position telephone or electrical cords in the aisles.
 - b. Report or correct any obvious hazards as soon as they are discovered.
 - c. Install pencil sharpeners so as not to protrude beyond the ends of desks or tables.
 - d. Do not carry articles weighing more than 20 pounds when ascending or descending stairs that rise more than 5 feet.
 - e. Close files and desk drawers. Arrange contents in file cabinets prevent tipping when draws are open. Store heavier materials in the lower drawers. Do not open more than one draw at a time when tipping may occur. Secure cabinets to each other as necessary.
 - f. Report damaged furniture and broken veneer surfaces immediately.
 - g. Do not carry pointed or sharp objects in hand, pockets, or attached to clothing with points or blades exposed.
 - h. Do not leave paper cutters with the blade in the open or upright position.
 - i. Take precautions to prevent materials from falling from the top of file cabinets or desks.
 - j. Do not stand on chairs, desks, boxes, waste baskets, or any other substitutes for an approved step-stand or stepladder.
 - k. Report slippery floor surfaces to your supervisor immediately. l.
Clean up spills on floors immediately.
 - m. Position desks and files so that drawers do not extend into the aisle way when open.
9. Clothing
 - a. **Clothing:** Wear safe and practical working apparel. Be sure that any clothing you wear is not highly flammable. Neckties and loose, torn or ragged clothing should not be worn while operating lathes, drill presses, reamers and other machines with revolving spindles or cutting tools.
 - b. **Shoes:** Low-heeled, closed-toe shoes (or proper work boots) made of substantial leather or equivalent material with sufficient heavy soles must be worn in designated areas.

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- c. **Jewelry:** Do not wear rings or any form of jewelry or ornamentation when working around machinery or exposed electrical equipment.
10. Electrical
- a. The Senior Safety QA/QC Manager is responsible for complying with the National Electrical Code and all Federal, State, and local codes. Any electrical work not in compliance should be brought to the Senior Safety QA/QC Manager's attention immediately.
 - b. Only knowledgeable, certified electricians are to perform electrical work.
 - c. Employees should not work close to any unprotected electrical power circuit unless that circuit is de-energized and grounded.
 - d. All switches must be enclosed and grounded. Panel boards must have provisions for closing and locking the main switch and fuse box compartment.
 - e. Extension cords used with portable electric tools and appliances must be heavy duty (no less than 12 gauge conductors) of the three wire grounding type, and must conform to OSHA standards. NO FLAT ELECTRICAL CORDS ARE ALLOWED ON SITE.
 - f. All electrical tools and cords must be protected by a ground fault circuit interrupter. g. Voltages must be clearly labeled on all electrical equipment and circuits. Circuits must also be clearly marked for the areas of service they provide.
 - h. Prior to performing any work, electricians must "lockout and tagout" the equipment or machinery. The only exception is when power is required for "megging" circuits.
 - i. Electrical cords and trailing cables should be covered, elevated or otherwise protected from damage. Any exposed wiring and cords with frayed or deteriorated insulation must be reported immediately.
 - j. Extension cords should be used as little as possible and all plugs must be the dead front type.
 - k. The Senior Safety QA/QC Manager must oversee the performance of monthly Electrical Grounding Testing with trade contractors on all electrical cord and plug connected equipment. l. Temporary lighting should be used in areas where there is not adequate natural or artificial lighting. Temporary lights must be equipped with guards to prevent accidental contact with bulbs.
 - m. Working spaces, walkways, and similar locations must be kept clear of cords.
 - n. Electrical tools and equipment must be appropriately protected when used in wet or damp areas.
 - o. Subcontractors must obtain advanced approval from the Senior Safety QA/QC Manager before bringing any heavy equipment over 18 feet high on site. Any wide load over ten feet requires an escort. A power outage approval must also be obtained.
11. Fire Prevention
- a. Good housekeeping is the first rule of fire prevention. Oily rags, paper shavings, trim, etc. should be cleaned up and placed in trash receptacles.
 - b. Welding or cutting should not take place near locations where flammables or combustibles are present. When welding or cutting occurs, the area should be protected with fire resistant blankets. An approved fire extinguisher should also be located at each welding or cutting facility. Refer to our Hot Works section for more information.
 - c. All flammable liquids should be stored in an approved manner and dispensed in approved safety containers. Welding gases should also be stored in an isolated area.

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- d. Liquefied Petroleum (LP) Gas presents special fire and explosion hazards. Only qualified persons are to handle LP gas. LP gas units should be inspected daily for leaks, etc.
- e. Open fires of any kind are not permitted.
- f. Combustible materials or equipment in combustible containers should be stored properly. Fire extinguishers should be kept within close proximity to any combustible container.
- g. Fire extinguishers should be recharged and inspected regularly. A tag indicating the date of recharging should be affixed to each extinguisher.
- h. Access to fire hydrants should be maintained at all times. Fire hydrants should never be blocked or obstructed in any way.
- i. All combustible waste materials, rubbish, and debris should be disposed of daily. j. Smoking is prohibited in any hazardous area and "No Smoking" signs should be posted in these areas.
- k. Gas cylinders should be transported and stored in an upright position. When stored for extended periods of time, they must be kept at least twenty five feet from oxygen cylinders.
- l. No material should be stored within three feet of an electrical panel, outlet, or fire suppression equipment.

Fall Protection – See Addendum A for Fall Protection Requirements

Section 3 Inspections

Periodic inspections will be conducted to identify hazardous conditions and unsafe behavior. The Senior Safety QA/QC Manager or Safety Committee will conduct inspections, along with insurance companies and OSHA, and may request employees or supervisors to participate. The inspector should look for unsafe practices and conditions that can cause an accident and take corrective action immediately.

Every month, the following inspection form should be completed and provided to the Senior Safety QA/QC Manager. The Senior Safety QA/QC Manager will review the report, take any corrective action needed, and maintain a file of inspections.

Periodically, supervisors, the Senior Safety QA/QC Manager, Safety Committee, or designated employees will complete inspections on a safety-sensitive or non-routine job to ensure compliance with safety procedures. The Job Safety Analysis (JSA) worksheet will be completed and reviewed by the supervisor and/or Senior Safety QA/QC Manager. Results of the JSA inspections will be charted to determine trends, along with production and quality. Additional training may be provided, as needed.

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Self-Inspection Check List (page 1 of 2)

Distribution: ☐ Copy to Senior Safety QA/QC Manager ☐ Copy to Safety
Committee ☐ Copy _____
Date: _____ **Inspector:** _____ **Title:** _____

Grade: 1 = Satisfactory, 2 = Needs some attention, 3 = Needs immediate action

Item	Grade	Comments
<u>Housekeeping</u>		
General neatness of work area.		
Adequate and proper storage space for tools & materials		
Adequate sanitary & disposal facilities provided		
Waste material containers emptied regularly		
All spills immediately wiped up		
Storage & equipment rooms neat and orderly		
<u>Fire Prevention</u>		
Fire extinguisher checked & available		
No smoking signs posted & enforced		
Proper storage, use & handling of flammable & combustible materials		
Ventilation adequate		
<u>Tools, Machinery, & Equipment</u>		
Electrical tools properly grounded		
Electrical dangers posted		
Concealed electrical lines located and marked		
Machines guards in place		
Regular inspection & maintenance of tools		
Regular inspection & maintenance of machinery		
Lights, brakes, & warning signals operative		
<u>Cutting & Welding</u>		
Proper goggles, glasses, gloves & clothing worn		
Fire hazards removed & flammable materials protected		
Gas cylinders chained & upright		
Gas lines in good condition		
Gauges and anti-flashback devices operable		
Cylinders stored properly with caps used		
Welding shields used when necessary		
Hot works permit posted and enforced		
<u>Ladders</u>		
Ladders inspected and in good condition		
Properly secured to prevent slipping & falling		
Ladder side rail extends 3 feet above landing area		
Metal ladders not used around electrical hazards		
Step ladders fully open when in use		
Ladders located no more than 25 feet of travel		

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Self-Inspection Check List (page 2 of 2)

Grade: 1 = Satisfactory, 2 = Needs some attention, 3 = Needs immediate action

<i>Item</i>	<i>Grade</i>	<i>Comments</i>
<u>Material Handling</u>		
Materials properly stored & stacked		
Stacks on firm footings and not too high		
Passageways provided and not blocked		
Personnel lifting loads proper		
Proper lifting techniques used		
<u>Flammable Gases & Liquids</u>		
All flammable waste disposed of properly		
Proper storage containers/cans used		
Fire hazards checked		
Proper type of fire extinguishers provided		
Instruction on proper use and handling on materials posted		
<u>Personal Protective Equipment</u>		
Proper eye, ear, face, head, and hand protection used		
Respirators & masks used when necessary		
Proper clothing worn		
<u>Other</u>		

Action Taken:

- ☐ Repairs/Corrections must be completed by: (date) _____
- ☐ Repairs/Corrections mentioned above have been done.

Supervisor _____ Date: _____

Appendix 2 - Safety Plan

Section 4: Incident Management

A. Incident & Near Miss Reporting Procedures

If you have a near-miss situation while working, notify your supervisor immediately. The situation will be investigated and corrective action implemented to prevent future injury. Employees and witnesses must fully cooperate in the investigation.

If you are injured on the job:

- a. Contact your supervisor, or the nearest coworker (who should notify a supervisor) if you are unable to contact your supervisor due to the severity of your injury.
- b. An employee who is trained in first-aid and/or CPR should be immediately notified to assist in the situation.
- c. First aid kits, which are prominently displayed throughout the workplace, should be made available and medical supplies promptly refilled (by the Senior Safety QA/QC Manager).
- d. If needed, the supervisor or his designee should transport the injured worker to the company's designated medical facility to receive appropriate medical attention. A post-accident drug and/or alcohol test will be conducted in accordance with the company's Drug-Free Workplace Policy.
- e. If rescue personnel are summoned, the supervisor should delegate an individual to wait for the rescue team and escort them to the injured employee.
- f. All witnesses to the accident should be available to speak with the Senior Safety QA/QC Manager and/or supervisor and cooperate in all accident investigations.
- g. The Senior Safety QA/QC Manager should immediately notify the insurance company of the accident and file a workers' compensation claim.

Every accident or near-miss situation should be reported immediately. Injured employees and witnesses to the accident will assist the supervisor in completing an accident investigation. Injured employees must comply with the medical treatment provided by the treating physician, cooperate with the insurance company and its designees, and abide by the company's return-to-work policy.

B. Accident Investigation

When an accident occurs, it is an indication that something has gone wrong. Accidents don't just happen, they are caused. The basic cause(s) of accidents are unsafe acts and/or conditions. The supervisor must investigate every accident to determine the cause and to initiate corrective action to assure that similar type accidents will not recur from the same causes.

Supervisors should complete the following accident investigation form and submit a copy to the Senior Safety QA/QC Manager and Safety Committee for review. The Committee and/or Senior Safety QA/QC Manager should evaluate the corrective action taken or suggested by the supervisor and instruct if additional changes should be made.

Tips on accident investigations:

1. Every accident is caused. Carelessness is not a cause, but the result of some deficiency. Telling employees to be more careful will not eliminate the real accident cause.
2. An accident investigation is not a trial to find fault or to place blame. Its purpose is to find accident causes so that corrective measures may be taken to prevent future accidents.

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3. Most accidents result from a combination of human error (unsafe behavior) and a physical hazard (unsafe condition). Do not overlook the possibility of multiple errors and hazards.
4. Don't stop at the obvious answer. For instance, a missing machine guard does not cause an accident. The accident happened because the operator entered the point of operation. Determine why the operator did this and why the guard was off the machine. Only by correcting both problems can you prevent future accidents.
5. The accident investigation should be conducted as soon after the accident as possible. Facts should be gathered while the accident is fresh in the minds of those involved. If possible, question every employee who was involved, or witnessed, the incident. Delay interviewing injured employees until after medical treatment has been received.
6. Other employees who did not witness the accident but work in the area may contribute information regarding the injured workers' activities prior to the accident and conditions at the time of the accident.
7. The accuracy and completeness of the information received from the injured worker(s) and witnesses depends on how well the interview is conducted. Supervisors should:
 - a. Put employees at ease.
 - b. Ask what happened and how it happened.
 - c. Permit employees to answer without interruptions.
 - d. Show concern.
 - e. Remember, nothing is gained with criticism or ridicule.
 - f. Ask why questions only to clarify the story.
 - g. Repeat the story as you understand it.
 - h. Give the employee the chance to correct any misunderstandings that you have.
 - i. Photographs of the conditions as they exist immediately following the accident, including photos of the damaged equipment, are very helpful.
 - j. Damaged equipment should be removed or secured for future testing and used as evidence.
 - k. Take immediate action to correct any obvious unsafe conditions. Determine the basic accident causes and correct or recommend action to prevent reoccurrence.

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Supervisor's Accident Investigation Report
(Completed by Supervisor of Injured
Employee)

Company		Address	
Name of Injured Employee	Dept	Position	How long in position?
Date of Accident	Time of Accident	Nature of Injury	
Injury Resulted in: ☐ Injury ☐ Fatality ☐ Property Damage (specify)			
Medical Treatment ☐ None ☐ First Aid ☐ EMT or Paramedic ☐ Doctor or Clinic ☐ Hospital			Days Lost Time?
Drug Tested? ☐ Yes ☐ No Alcohol Tested? ☐ Yes ☐ No			
What was the injured employee doing at the time of the accident?			
How did the accident occur (brief description)?			
What environmental factors (unsafe conditions) contributed to the accident? (see next page for			
What behavioral factors (unsafe acts) contributed to the accident? (see next page for examples)			
What corrective actions can be taken to prevent recurrence? (see next page for examples)			
What corrective actions has been taken to prevent recurrence?			
Names of Witnesses			
Supervisor	Date	Reviewed by:	Date

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Supplemental Information for completing the Accident Investigation Report

Note: Each accident will involve at least one of the following conditions as a contributing factor.

Environmental Factors (Unsafe Conditions)		
Conditions	Definition of Condition	Suggested Corrective Action
Unsafe procedures	Hazardous Process. Management failed	A. JSA (Job Safety Analysis) B. Formulation of Safe Procedures
Improperly guarded	Work areas, machines, or equipment that are unguarded or inadequately guarded.	A. Inspection B. Checking plans, blueprints, purchase orders, contracts, & materials for safety C. Include guards in original design, order, & contract D. Provide guards for
Defective through use	Buildings, machines, or equipment that have become rough, slippery, sharp edged, worn, cracked, broken, or	A. Inspection B. Proper Maintenance
Defective through design	Failure to provide for safety in the design, construction, and installation of buildings, machinery, & equipment. Too large, too small, not strong	A. Source of supply must be reliable B. Checking plans, blueprints, purchase orders, contracts, & materials for
Unsafe clothing or personal protective equipment	Management's failure to provide or specify the use of goggles, respirators, safety shoes, hard hats, & other articles of safe dress or apparel.	A. Provide safe apparel or personal protective equipment. B. Specify the use or non-use of certain apparel or
Unsafe housekeeping facilities	Unsuitable layout or lack of equipment necessary for good housekeeping (i.e. shelves, boxes, bins, aisle	A. Provide suitable layout and equipment necessary for good housekeeping.
Improper ventilation	Poorly or not ventilated area	A. Improve ventilation
Improper illumination	Poorly or not illuminated area	A. Improve illumination

Behavioral Factors (Unsafe Acts)		
Factor	Definition of Factor	Suggested Corrective Action
Lack of knowledge or skill	Unaware of safe practice; Unpracticed or unskilled. Not properly instructed	A. Job training B. Improved hiring practices
Improper attitude	Worker was properly trained and instructed, but failed to follow instructions.	A. Supervision B. Discipline C. Improved hiring practices
Physical Deficiencies	Worker has impaired eyesight or hearing, heart trouble, hernia, previous injuries, etc.	A. Pre-employment physicals B. Periodic physicals C. Proper placement of workers D. Identification of workers with temporary physical
Substance Abuse	Worker was under the influence of (illegal or prescribed) drugs or alcohol while completing task	A. Drug-Free Workplace Policy with drug/alcohol testing B. Discipline

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C. Return-to-Work Policy

It is the Company's policy to return injured workers to productive work, although not necessarily to their pre-injury duties, as early as possible during their recovery. This type of work is often referred to as "modified-duty work." The Company has adopted this policy because employees who remain off work for long periods of time not only affect the Company's productivity and workers' compensation costs, they often experience slow healing and a loss of self-esteem. Within the requirements of their treating medical providers, the limitations of the law, and the economic and physical limitations of our own properties, the Company will make every effort to provide meaningful work wherever and whenever possible. Any recovering employee who is offered a physician-approved, modified-duty position will be required to accept the offer.

As part of the supervisor's responsibilities, and in conjunction with the Senior Safety QA/QC Manager and/or Safety Committee, a Job Safety Analysis (JSA) will be completed for all safety-sensitive and non-routine tasks. A copy of the completed JSA on the employee's regular duties should be provided to the treating physician, along with the following Job Physical Assessment form. The Senior Safety QA/QC Manager or Supervisor should request the treating medical provider complete this form. The supervisor should identify a modified-duty position to offer the employee that is within their physician's restrictions.

Job Safety Analysis (JSA)

[illegible]

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Job Physical Assessment

Company Name: _____
Injured Worker: _____
Claim Number: _____
Supervisor: _____ Phone: _____
Modified Duty Job Available: _____

The Job Physical Assessment is an objective evaluation, completed by the treating physician. Please consider each category below and objectively circle the appropriate measurement for the activity by our injured employee. Our Company will then locate a modified-duty position that is within the restrictions detailed below. A copy of the duties required to completed this modified-duty position will be provided back to the physician.

Action	Total Hours									Consecutive Hours								
Sitting:	0	1	2	3	4	5	6	7	8	0	1	2	3	4	5	6	7	8
Standing:	0	1	2	3	4	5	6	7	8	0	1	2	3	4	5	6	7	8
Walking:	0	1	2	3	4	5	6	7	8	0	1	2	3	4	5	6	7	8

Action	Repetitions				Time Limits	
Bending:	0	1-15	16-30	31-60	61+	
Twisting:	0	1-15	16-30	31-60	61+	
Squatting:	0	1-15	16-30	31-60	61+	
Climbing:	0	1-15	16-30	31-60	61+	
Crawling:	0	1-15	16-30	31-60	61+	
Reaching:	0	1-15	16-30	31-60	61+	
Pushing:	0	1-15	16-30	31-60	61+	

Action	Weights (lbs)	Repetitions				Time Limits	
Lifting:	0	1-15	16-30	31-60	61+		
Carrying:	0	1-15	16-30	31-60	61+		
Arm/both:	0	1-15	16-30	31-60	61+		
Left Arm:	0	1-15	16-30	31-60	61+		
Right Arm:	0	1-15	16-30	31-60	61+		
Hand/both:	0	1-15	16-30	31-60	61+		
Left Hand:	0	1-15	16-30	31-60	61+		
Right Hand:	0	1-15	16-30	31-60	61+		

Other restrictions: _____

In consideration of the above restrictions, the patient is: (circle one)
Disabled **Released for restricted work** **Released for full regular work.**

Patient will be seen again for re-evaluation on : _____

Remarks: _____

Physician Name _____ Physician Signature _____ Date _____

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Section 5: Workers' Compensation

By law our company is required to obtain workers' compensation insurance. The company pays for this insurance. Our insurance premiums are not government funded in any way. Because workers' compensation is a substantial cost of doing business, our goal is to prevent and manage accidents.

A. What benefits are you entitled to?

When an employee is injured during the course of employment, workers' compensation insurance provides payments to the injured worker or the treating physician(s) for medical treatment, disfigurement, death benefits, and indemnity (lost wages) payments. **The scope and amount of these payments are determined by state law.** Attorneys are not needed for you to get what you are entitled to. Attorneys, when hired, typically earn one-third of your benefits. If you report injuries immediately to your supervisor and cooperate with your treating physician and the insurance company, the system will work with you to get you healthy and back to work.

All workers' compensation insurance payments may be denied if: 1) the employee tests positive for drugs or alcohol following the accident, 2) a pre-existing injury or non-work related injury was the cause of the accident, or 3) fraud exists.

Medical treatment: Medical care, services, and supplies as necessary to cure or relieve the effects of an injury sustained on-the-job.

Disfigurement: Additional compensation is paid to an injured worker for permanent disfigurement from a work-related injury (i.e. scars, discoloration, disfigurement, etc.)

Indemnity Payments: Wage replacement while recovering from an industrial injury.

Death Benefits: Weekly payments to the surviving spouse and dependent children of a worker whose work-related injury results in death. Burial and funeral expenses are also paid.

B. Workers' Compensation Fraud

Filing false workers' compensation claims is punishable with a substantial fine and imprisonment. **Any employee who knows of a coworker who is abusing the workers' compensation system or has filed a false workers' compensation claim should call 1-800-241-5689.** You will not be asked to identify your name and the call will not be recorded. This is an anonymous call to our insurance company.

The insurance company has many red flags to identifying workers' compensation fraud and will investigate any accident they suspect may be fraudulent. They can deny or reduce benefits whenever they suspect a fraudulent claim was filed or an employee is abusing the workers' compensation system.

The following is considered workers' compensation fraud or abuse:

1. Faking an accident or injury.
2. Exaggerating the seriousness of an accident or injury.
3. Taking more time off than is really needed to recover.
4. Attempting to collect benefits for an injury that is not job-related.
5. Submitting false or exaggerated medical bills for payment.
6. Working at another, equally demanding job while collecting workers' compensation benefits.
7. Conspiring with, or being persuaded by, another person to do any of the above.

When people abuse workers' compensation benefits, we all pay. Your company is charged higher

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insurance premiums, which increases our expenses and lowers profitability. The best way to safeguard against fraud is to prevent accidents from happening. If you are aware of fraud, speak up by calling the Fraud Hotline.

Section 6: Fleet Safety Program

Motor Vehicles Rules

All employees who drive a company car or delivery vehicle must abide by the following safety rules:

1. Employees are required to inspect their assigned vehicle (before taking it on the road) to ensure that it is in proper driving condition.
2. Any defects in the company vehicle should be reported promptly.
3. Employees are required to obey all state, local, and company traffic regulations.
4. Engines are to be stopped and ignition keys removed when parking, refueling, or leaving the company vehicles.
5. Employees are not permitted to use personal cars or motorcycles for company business, unless specifically authorized by the supervisor.
6. Passengers not employed by the company are not permitted unless authorized by the supervisor.
7. Employees should drive safely. Defensive driving must be practiced by all employees.
8. Seat belts and shoulder harnesses are to be worn at all times.
9. Vehicles must be locked when unattended to avoid criminal misconduct.
10. Vehicles must be parked in legal spaces and must not obstruct traffic.
11. Employees should park their vehicles in well-lighted areas at or near entrances to avoid criminal misconduct.
12. A vehicle when loaded with any material extending 4 feet or more beyond its rear shall have a red flag or cloth 12 inches square attached by day, or a red light visible for 300 feet by night, on the extreme end of the load.
13. Articles, tools, equipment, etc. placed in cars or truck cabs are to be hung or stored in such a manner as not to impair vision or in any way interfere with proper operation of the vehicle.
14. When you cannot see behind your vehicle (truck), the driver shall walk behind the truck prior to backing.
15. Personal use of vehicles is not permitted without approval of management. **Children are prohibited from using company vehicles.**
16. **Operating a company vehicle while under the influence of alcohol and other drugs is prohibited.**
Violators are subject to termination of employment.
17. Every accident should be reported to the Senior Safety QA/QC Manager. The Senior Safety QA/QC Manager should investigate all accidents and review them.

Accident Reporting

Driver Conduct at the Scene of the Accident

1. Take immediate action to prevent further damage or injury.
 - ☐ Pull onto the shoulder or side of the road.
 - ☐ Activate hazard lights (flashers) and place warning signs promptly.
 - ☐ Assist any injured person, but don't move them unless they are in danger of further injury.
2. Call the Police
 - ☐ If someone is injured, request medical assistance.
 - ☐ If you are nearby a phone, write a note giving the location and seriousness of the accident and give it to a "reliable-appearing" motorist and ask the him/her to contact the police.
3. The vehicle should not be left unattended, except in an extreme emergency.

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4. Exchange identifying information with the other driver. **Make no comments about assuming responsibility.**
5. Secure names, addresses, and phone numbers of all witnesses, or the first person on the scene if no one witnessed the accident.
6. Call the company immediately and report the accident to the Senior Safety QA/QC Manager.

SUPERVISOR'S MOTOR VEHICLE ACCIDENT INVESTIGATION REPORT

DRIVER	VEHICLE	DATE OF ACCIDENT
LOCATION OF ACCIDENT		TIME OF ACCIDENT
DESCRIPTION OF ACCIDENT: (What happened?)		
SEAT BELT WORN?		
CAUSES OF ACCIDENT: (Why did it happen?)		
RECOMMENDATIONS FOR PREVENTION OF A RECURRENCE: (What should be done?)		
FOLLOW UP: (What actions were taken? Were they effective?)		
- INDICATE WITH DIAGRAM WHAT HAPPENED - SHOW POSITION OF VEHICLES - INDICATE DIRECTION (NORTH, SOUTH, EAST, WEST) WITH ARROWS		CLASSIFICATION OF ACCIDENT REVIEW ☐ PREVENTABLE ☐ NON-PREVENTABLE
		ACCIDENTS USUALLY PREVENTABLE Intersection Cut In or Out Backing Pulled from Curb Hit Other in Rear Hit Stationary Object Skidded Hit Pedestrian

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	ACCIDENTS USUALLY NON-PREVENTABLE Hit in Rear Hit When Properly Parked
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INVESTIGATING SUPERVISOR'S SIGNATURE

MANAGER'S SIGNATURE

DATE OF REPORT _____

DATE REVIEWED BY MANAGER _____

Section 7: OSHA (Occupational Safety & Health Administration)

A. OSHA (Records) Requirements

Copies of required accident investigations and certification of employee safety training shall be maintained by the Senior Safety QA/QC Manager. A written report will be maintained on each accident, injury or on-the- job illness requiring medical treatment. A record of each such injury or illness is recorded on OSHA Log and Summary of Occupational Injuries Form 200 according to its instructions. Supplemental records of each injury are maintained on OSHA Form 101, or Employers Report of Injury or Illness Form 5020. Every year, a summary of all reported injuries or illnesses is posted no later than February 1, for one month, until March 1, on OSHA Form 200. These records are maintained for five years from the date of preparation.

B. OSHA Checklist

To avoid safety violations and remain in compliance with OSHA standards, the Senior Safety QA/QC Manager should complete the following OSHA checklist on a monthly basis. Deficiencies should be immediately corrected. If problems persist, the Senior Safety QA/QC Manager should contact our Loss Prevention consultant at our workers' compensation carrier to conduct a comprehensive OSHA inspection.

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C. OSHA Inspection: What you can expect during an OSHA inspection

1. Arrival of the Compliance Officer (OSHA Inspector)

- a. Request to see credentials.
- b. Record his name, identification number, the name of his/her supervisor, and office location.
- c. Notify the Senior Safety QA/QC Manager. If the Senior Safety QA/QC Manager is not available, ask the Officer to wait until the Senior Safety QA/QC Manager arrives. If he/she cannot wait or the Senior Safety QA/QC Manager will not be available, a Safety Committee member should accompany the Officer.
- d. Do not volunteer any information, only answer questions.

2. Opening Conference

- a. The scope of the inspection will be discussed.
- b. The Officer will explain the reason for the inspection (i.e. employee complaint, scheduled inspection, etc.)
- c. If the reason for the inspection is an employee complaint, request a copy of the complaint.
- d. Take comprehensive notes and request to record the meeting and walk-around.

3. The Walk-Around (inspection)

- a. The Company representative should accompany the Compliance Officer throughout the inspection.
- b. The Officer may ask to interview employees. Employees should cooperate. The Company representative should attempt to participate in the interview.
- c. The Company representative should be prepared to show the Officer: 1) the Safety Manual, 2) Hazard Communication Program, 3) OSHA poster, 4) OSHA 200 Log d. If at all possible, correct any violations immediately that the Officer points out.
- e. Take photographs of the same items or areas that are photographed by the Compliance Officer.
- f. Take notes. Write down every possible violation, standards cited, corrective action needed, and a deadline date.

4. Closing Conference

- a. The Compliance Officer will review any violations discovered during the inspection. Compare these to the notes you took during the inspection. Point out any discrepancies and areas already corrected.
- b. Be polite. Do not argue or get defensive with the Compliance Officer. c. If you are not clear on something, ask questions.
- d. This is a good opportunity to produce records of compliance efforts and other safety practices.

5. Citations & Penalties

- a. Our goal is to provide a safe and healthy work environment. If the company is cited for OSHA violations, corrective action will be completed before the deadline provided by OSHA and as quickly as possible. It will be management's decision to appeal any citations.

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Section 8: Drug and Alcohol Program

A. Drug-Free Workplace Policy

Purpose

The Company values its employees and recognizes their need for a safe and healthy work environment. Furthermore, employees abusing drugs and alcohol are less productive and are often a risk to the safety, security and productivity of our company. The establishment of a Substance-Abuse Policy is consistent with the company's desired culture and is in the best interest of the company.

Policy

It is the policy of the company to maintain a workplace free from the use and abuse of drugs and alcohol. Compliance with this policy is a condition of continued employment. It supersedes any other company policy or practice on this subject. At any time, the company may unilaterally, at its discretion, amend, supplement, modify, or change any part of this policy. The policy does not represent an expressed or implied contract, and it does not affect your status as an at-will employee. If you have any questions about this policy, please direct them to Human Resources.

To maintain a Drug and Alcohol-Free Workplace, the company has established the following policy effective **02/10/2006** with regard to the use, possession, and sale of drugs and alcohol. Drug and alcohol testing practices will be adopted to identify employees or applicants using drugs and/or alcohol.

Drug and Alcohol Prohibitions

"Illegal Drug" means: any drug (1) which is not legally obtainable, or (2) which is legally obtainable but has not been legally obtained, or (3) which is a controlled substance. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes.

1. Any employee involved in any of the following activities, whether or not on company business, premises or property, is in violation of the company policy and subject to disciplinary action:
 - a) bringing illegal drugs and/or alcohol onto company premises or property, including the company owned or leased vehicles, or a customer's premises;
 - b) having possession of, being under the influence of, or having in one's system illegal drugs and/or alcohol; or
 - c) using, consuming, transforming, distributing or attempting to distribute, manufacturing or dispensing illegal drugs and/or alcohol; or
 - d) switching, tampering with, altering or adulterating any specimen or sample collected under this policy or attempting to do so.
2. In addition, the company strictly prohibits the abuse of alcohol or prescription drugs.
3. Any employee refusing to cooperate with or submit to questioning, medical or physical tests or examinations, when requested or conducted by the company or its designee, is in violation of the company policy and subject to disciplinary action.

Drug and Alcohol Testing

The company asserts its legal right and prerogative to test any employee for drug and/or alcohol abuse. Employees **may** be asked to submit to a medical examination and/or submit to urine, saliva, breath, sweat, and/or hair testing for drugs or alcohol. Any information obtained through such examinations may be retained by the company and is the property of the company.

In particular, the company reserves the right, in its discretion and within the limits of federal and state laws, to examine and test for the presence of drugs and alcohol (as stated above) in situations such as, but not limited to, the following:

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1. **Post Job Offer:** All offers of employment **may** be made subject to the results of a drug test. Applicants will be required to voluntarily submit to a urinalysis test and sign an acknowledgment form, which will release the company from liability. The company will not discriminate against applicants for employment because of past drug abuse. It is the current abuse of drugs which prevents employees from properly performing their jobs.
2. **Post-Accident:** A drug and/or alcohol test **will** be conducted on all employees involved in accidents occurring during work time or while on company property. Covered accidents included, but are not limited to, accidents that the employee caused or contributed to that involve:
 - a) personal injury to employees or others which necessitates medical attention (beyond first aid) or results in lost work time; and/or
 - b) damage to the company's property

Employees are expected to make themselves available for post-accident testing. If circumstances require an employee to leave the scene of an accident, the employee must make a good faith attempt to be tested and to notify the company of his/her location.

Failure to report any accident which meets the post-accident testing criteria is in violation of the company policy and subject to disciplinary action. Employees testing positive or refusing to submit to a drug and/or alcohol test, under certain state laws, may be ineligible for workers' compensation benefits.

3. **Random:** For the added safety and health of the company employees, as well as the direct impact on the company's profitability, image and reputation as a drug-free organization, all employees **may** be subject to random, unannounced drug tests at any time the Company deems necessary to ensure a Drug-Free Workplace. The rate of random selection will be a percentage of the annual average employee or consortium base. Every employee has an equal chance of being chosen every time a random selection is made.
4. **Reasonable Suspicion/Cause:** Any employee **may** be asked to submit to a drug and/or alcohol test if reasonable cause exists to suggest that the employee's health or ability to perform expected job duties is currently impaired.
5. **Return-to-Duty:** An employee who has tested positive and has been removed from his or her job duties must submit to and furnish a negative drug test prior to returning to their job duties.
6. **Follow-up:** Any employee who has been removed voluntarily or otherwise from his or her job assignment due to drug or alcohol abuse must agree to be tested on a random and discretionary basis anytime for up to 24 months from the return to work date. Employees will be required to sign and abide by a last chance agreement.

Drug Testing Procedures

Whenever possible, the drug test will be performed from urine specimens collected at a qualified collection site or at the company facility using an onsite testing kit. A breath or saliva alcohol test will be performed for all post-accident and reasonable-cause situations. If the saliva alcohol test reads positive, a breath alcohol test will be performed at the collection site.

The collection site (or the company facility for onsite testing) will take necessary steps to avoid any dilution or alteration of the specimen. However, the test shall be conducted in a professional and sanitary manner with due regard for the individual's privacy, dignity, and confidentiality. Proper handling of the specimens will be maintained so that the specimen results can be traced to the proper individual.

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The specimen will be analyzed for the following controlled substances. Some of the common drug names are included in parentheses:

Cannabinoids
(Marijuana) Cocaine
Opiates (Heroin, Morphine, Codeine)
Amphetamines (Stimulants like Benzedrine and
Didrex) Phencyclidine (PCP)
Barbiturates (Depressants like Phenobarital and
Secobarbital) Benzodiazepines (Depressants like
Valium and Xanax) Propoxyphene (Narcotics like
Darvon and Darvocet)

All specimens that were not analyzed initially by an onsite testing kit will undergo an initial Enzyme Multiplied Immunoassay Technique (EMIT) screening. Any positive EMIT or onsite testing kit screens will be confirmed through Gas Chromatography with Mass Spectrometry (GC/MS) by a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). Any positive result from this GC/MS test will be reviewed by an independent Medical Review Officer (MRO) prior to the result being communicated to the company. The MRO will give you the opportunity to rebut an positive test result and provide evidence of the proper use of a prescription drug. This will ensure that positive results are not due to prescription drugs or other factors which the MRO feels justifies the presence of controlled substances.

Any employee who is tested will have the right, upon request, to see the results of his/her test and to request a retest of the original specimen at a different SAMHSA-certified laboratory (at the employee's expense) within 10 business days of being notified of a positive test result. All information regarding the drug and/or alcohol test results or failure to complete rehabilitation will remain confidential and will only be given out on a strict need-to-know basis.

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Disciplinary Actions

The company reserves the right to use disciplinary actions, up to and including termination of employment, depending upon the seriousness of the violation, the employee's present job assignment, the employee's record with the company, and other factors, including the impact of the violation upon the conduct of the company business. Any employee who refuses to submit to drug/alcohol testing or attempts to adulterate or alter the specimen will be subject to disciplinary actions.

Acknowledgment

As a condition of continued employment, employees must sign the attached acknowledgment form.

Acknowledgment Form

I hereby acknowledge receipt of the company's Substance-Abuse Policy regarding drugs and alcohol.

My signature acknowledges my understanding and concurrence with the procedures outlined in the above referenced policy. It is my consent to submit to medical testing, including but not limited to giving urine, breath, blood, sweat, and/or saliva sample(s) to be used for drug and alcohol analysis under the conditions outlined in the policy.

In connection with and consistent with the provisions of the Substance-Abuse Policy:

(1) I authorize the release of any urine, breath, blood, sweat, and/or saliva sample(s) and the results of any tests and examinations performed thereon to the company and any doctor, medical personnel, hospital, medical center, clinic, etc., or any representatives with whom they may choose to consult regarding the sample tests or examination results. I will be given an opportunity to explain a positive test result to the Medical Review Officer before the test result is reported to the company as a verified positive test result.

(2) I understand that the test results may be released by the company to applicable state unemployment agencies and to the company's workers' compensation insurer(s), where permitted or required by law. I understand that if I test positive for drugs or alcohol following an on-the-job accident or refuse to submit to any drug and/or alcohol test required by this policy, I may be ineligible for workers' compensation and/or unemployment benefits.

(3) I understand that refusal to submit to any test required by this policy, a positive test result, or refusal to authorize the release of the results is grounds for disciplinary action up to and including termination of employment.

I recognize that the company's policy on drugs and alcohol does not constitute an expressed or implied contract of employment.

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EMPLOYEE NAME _____ SOCIAL SECURITY NO. _____
(Printed)

EMPLOYEE SIGNATURE _____ DATE _____

WITNESS SIGNATURE _____

DATE _____

C. Confined Space Entry

Purpose

To establish a procedure to protect personnel and prevent injury when entering and working in confined spaces. A secondary purpose is to remain in compliance with OSHA regulations,

Responsibility

Senior Safety QA/QC Manager: The Senior Safety QA/QC Manager is responsible for identifying all confined spaces and

compliance with the procedures for space entry. The Senior Safety QA/QC Manager shall 1) train supervisors & employees (entrants, attendants, and rescue personnel) annually on identifying existing & potential hazards, confined space procedures, the use of permits, and equipment, 2) audit and/or oversee the confined space entry, and 3) ensure corrective actions are taken when problems arise. The Senior Safety QA/QC Manager should periodically monitor training activities of the supervisors and assist as required to ensure compliance with OSHA regulations and safe confined space entry.

Supervisors are responsible for training employees on the purpose and use of these procedures. (All employees involved in confined space entry must receive annual training.) Supervisors shall verify that all preparations have been completed to allow for safe entry. The supervisor shall sign and post the permit. They will confirm the availability of all rescue service and terminate entry & cancel the permit when the job is completed, there is a change of work crews, or an emergency occurs. The supervisor ensures acceptable entry conditions are maintained during the operation and that all unauthorized entrants are removed.

Entrants: Entrants are the individuals who enter the confined space to work. They must know the hazards associated with the space and properly use all required safety and work equipment. The entrant must communicate with the attendant throughout entry by any effective means. They must immediately exit the space whenever they discover a problem, an emergency occurs, or there are instructed to exit by the attendant, supervisor, or Senior Safety QA/QC Manager.

Attendant: The attendant monitors the space and surrounding areas for any problems that might affect the safety of the entrant. They will remain in continuous contact with entrant. The attendant will not enter the confined space. They will be trained in the confined space procedures and aware of the behavioral effects of exposures on the entrants. They will monitor oxygen, toxics, and flammables/explosive levels every 15 minutes. The attendant will summon emergency assistance when needed and may perform non-entry rescue (if properly trained). The attendant will have rescue equipment and a first-aid kit available. They shall prevent

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unauthorized personnel from entering the confined space. Attendants may not be assigned any duties which could conflict with their primary responsibility of monitoring entrant safety.

Definitions

Confined Space:

A confined space isn't necessarily a small, crowded area. A confined space has 1) limited or restricted means of entry or exit, 2) unfavorable natural ventilation, 3) not been designed for continuous human occupancy. Examples include: storage tanks, silos, kettles, vault, hopper, pit, trench, boilers, sewers, degreasers, vessels, sumps, diked areas, process tanks & equipment, and pipelines.

Permit Required:

A permit is required if one of the following hazards are present: 1) hazardous atmosphere, 2) potential for engulfment, 3) internal configuration hazard, or 4) other recognized serious safety or health hazards.

Hazards

Conditions in a confined space can change over time; therefore so can the hazards. Hazards include:

- 1) Oxygen-deficient atmosphere. An oxygen content of less than 19.5% is considered hazardous.
- 2) Oxygen-enriched atmosphere. An oxygen content of more than 23.5% is considered hazardous.
- 3) Flammable or combustible atmosphere. A concentration of a chemical in excess of 10% of its lower explosive, flammable, or combustible limit (LEL) is considered hazardous.
- 4) Toxic atmosphere. Any chemical exposure in excess of its permissible exposure limit (PEL) is considered hazardous.
- 5) Engulfment or structural entrapment. Employees can become trapped in liquid or granular material. Inwardly converging walls or floors that taper to a smaller cross-section can trap or asphyxiate an entrant.
- 6) Energy sources. These include electrical, mechanical, hydraulic, or compressed air. Uncontrolled sources are hazardous.
- 7) Other hazards. i.e. Slips & Falls, Radiation, Heat Stress, Internal configuration, Combustible dust, etc.

Procedures

1. Identify and evaluate the hazards in a space before entry. The evaluation should be done by a supervisor, the employee to enter the confined space, and the attendant stationed outside the confined space. The evaluation form following these procedures should be completed prior to entry. If a confined space is identified, the confined space must be appropriately labeled.
2. Determine if a permit is needed. When in doubt, a permit should be completed. Use the permit provided following these procedures when required.
3. The supervisor should inform all employees and contractors of the existence, location of, and danger posed by these spaces. A sign should be posted to indicate that personnel are in the confined space.

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4. All equipment in the confined space shall be locked out/tagged out if an accidental energizing of the equipment creates a hazard. If lockout/tagout fails to de-energize the equipment, fuses should be removed from the associated power source.
5. Prior to entry, the confined space should be isolated to preclude entry of all materials. This shall be done by the insertion of a 1/8 inch TFE blank or suitable pressure blank between the flanges nearest the confined space, or the line to the confined space must be disconnected and blanked. All other valves or transfer lines shall be 'closed & tagged' at the valve closest to the confined space, if a connecting vessel contains hazardous chemicals. The Senior Safety QA/QC Manager is responsible for verifying blanking or disconnecting.
6. Prior to entry, the Senior Safety QA/QC Manager must assure that the confined space is clean, ventilated, and decontaminated to the extent consistent with the hazard. The Senior Safety QA/QC Manager must approve any cleaning or ventilating procedures.
7. The confined space shall be thoroughly ventilated. This should be done mechanically by blowing air into the space or by draft fan venting. Ventilation shall continue until work is complete in the confined space.
8. If an assessment (testing) of the atmosphere indicates contamination is present, the cause/source of the contamination must be determined. Furthermore, it must be determined if contamination will increase during entry. Testing should include:
 - a) Oxygen Atmosphere Testing. Testing should be done with a calibrated direct-reading oxygen indicator. The oxygen shall contain 19.5-21% oxygen by volume. Measurements should be taken at the top and bottom of the space. Measurements will be taken every 15 minutes by the attendant. Tests must be repeated after a stoppage exceeding 30 minutes. Results should be documented in the permit. Entry is not permitted if the oxygen level is less than 19.5% or greater than 21.0%.
 - b) Toxic Atmosphere Testing. If it is determined that any of the following toxins (Toluene, Solvent, Isopropyl Alcohol, H₂S or any material that is capable of generating H₂S, or any material that has a ceiling PEL (permissible exposure limit) or LEL (lower exposure limit)) were previously contained in the space, testing with color detection tubes (i.e. Drager tubes), chlorine detector, or the biosystems H₂S Detector should be conducted. If atmospheric contamination exceeds 10% of the PEL, the space should be ventilated until the level is below 10%. Senior Safety QA/QC Manager should be contacted if the contamination is immediately dangerous to life of health (IDLH). Entry is not permitted, except for emergency procedures approved by the Senior Safety QA/QC Manager, if toxic gases at an IDLH level exists. Measurements will be taken every 15 minutes by the attendant.
 - c) Flammable Atmosphere Testing. If the space previously contained or may contain flammable vapors, testing with a combustible gas indicator to determine the concentration of flammable gases and vapors must be conducted. If the concentration of flammable gas or vapors exceeds 5% of the lower flammability limit, the space should be ventilated until the concentration is below 5%. Entry is not permitted if the concentration exceeds 5%. Measurements will be taken every 15 minutes by the attendant.
9. Employees shall wear personal protective equipment such as respiratory protection (i.e. SCBA), gloves, boots, rubber suits, goggles, and harnesses as determined by the Safety Director. Respiratory protection must be worn if 1) there are unknown contaminants in the

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space, 2) the level of contaminants cannot be determined, 3) the potential for IDLH exists, 4) an emergency rescue is being performed, or 5) the potential exists to contaminate the atmosphere while in the space.

10. Portable power tools must be inspected and grounded. Cylinders for cutting and welding torches **shall not** be taken into the confined space. Ladders must be secured at the top.
11. All personnel shall conduct additional responsibilities as documented under Responsibilities above.

D. Hot Works Program

Purpose:

To establish a procedure for the control of hazards associated with welding, cutting or the use of spark producing tools for the prevention of fire or subsequent injury to personnel.

Responsibility:

It is the responsibility of all employees/supervisors/managers that will either perform or oversee the operation or employee, to adhere to the requirements of the Hot Works Permit Program. The Senior Safety QA/QC Manager should designate a Hot Works Coordinator. It will be the responsibility of the Coordinator to evaluate all jobs prior to the work beginning to assess hazards and necessary controls required **before** any work will begin.

Scope:

This procedure applies to any hot work performed by any employee or contractor. This procedure does not apply to hot work performed in designated Safe Work areas.

Definitions:

Hot work

Work involving the use of open flame or spark producing tools such as, but not limited to, welding, cutting, burning, grinding, and heat related producing jobs that could ignite combustibles.

Safe Work Areas

These areas which have been designated-designed specifically for cutting, welding, grinding activities. The Hot Work Coordinator is responsible for designating all Safe Work Areas once he is assured of proper protection against combustibles.

Procedures:

1. A Hot Work Permit must be issued prior to initiating any hot work outside of a designated Hot Work Area. This site will be evaluated for potential fire and safety hazards by the Coordinator prior to starting the job. The Coordinator should carefully review activities to determine if a less hazardous mechanical method such as cutting with a hack saw can be used instead of more heat and spark producing methods.

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2. Safe work permits are issued by the Senior Safety QA/QC Manager. The permit remains active for the duration of the work shift.
3. Where practical, all flammable and combustible materials shall be relocated at least 35 feet from the work area. Where relocation is impractical, combustibles and flammables shall be protected with flame proof covering or otherwise shielded with metal or flameproof curtains.
4. The person conducting the hot work will have a readily available fire extinguisher rated at a minimum of 2A:40BC.
5. Where potential for flammable or combustible vapors or gases might be present in the area, these concentrations must be determined before work begins. The Hot Works Coordinator will determine the concentration of the vapors or gases, and this measurement recorded.
6. Hot works **shall not** be permitted if the concentration reaches 5% of the lower explosive limit (LEL). If combustibles gas meter indicates any concentration of flammable vapor, the hot works permit shall not be approved until the person approving the permit:
 - a. Understands the source of the flammable-combustible vapors.
 - b. Can assure that concentration will not increase to a dangerous level while work is underway.
7. When performing hot work overhead, if combustibles could inadvertently be moved into the area, or people enter the area, the area below must be roped off and posted.
8. Where possible, noncombustible barriers should be placed around and under hot works area to confine sparks.
9. A fire watch is a necessary step to implement whenever work is conducted, such as:
 - a. All work in buildings and storage sheds;
 - b. An appreciable amount of combustible material in building construction, contents or insulation is closer than 35 feet to the point of operation;
 - c. An appreciable amount of combustible materials are more than 35 feet away from work but can easily be reached by sparks, embers, etc.;
 - d. Wall or floor openings are within 35 feet of work, including concealed spaces in walls or floors; and/or
 - e. Combustible materials are adjacent to the opposite side of metal partitions, walls, ceilings or roofs and are likely to be ignited by conduction or radiation of heat.
10. Open drains which lead to underground drainage systems, which could contain flammable or combustible vapors, should:
 - a. have testing for the presence of any flammable or combustible vapors done before starting work;

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- b. have drains covered with fire blanket or similar protection to prevent access to sparks even if the atmosphere is safe; and/or
 - c. if determined to contain flammable or combustible vapors, the system must be purged with nitrogen to below 5% lower explosive limit (LEL).
11. In areas immediately hazardous to life, hose masks, hose masks with blowers, or a self-contained breathing apparatus should be used in addition to suitable rescue equipment for confined space entry situations. All breathing equipment should be approved by US Bureau of Mines, NIOSH, or similar approval authority.
12. Employees are required to wear the proper personal protective equipment, such as coveralls, safety goggles, faceshield, welding hood, welding jacket, etc., as demanded by the type of work completed and required by the Hot Work Coordinator and/or Senior Safety QA/QC Manager.

Fire watch:

Having the appropriate extinguishing equipment ready and available and having the individual trained in its use are very important. As a minimum, an extinguisher with a rating of 2A:40BC should be provided. For those jobs where a significant amount of combustibles are present within the 35-foot area, a hose stream up to 1" should be considered by the Senior Safety QA/QC Manager. The fire watch shall be familiar with all equipment for sounding an alarm in event to a fire, and any additional procedures necessary to summon aid.

They should watch for fires in all exposed areas, and try to extinguish them only when within the capacity of the equipment available. If the fire is of such magnitude that it is beyond the capacity of the fire watch to extinguish, the fire watch should summon aid (911).

The watch should be maintained until after the risk of fire has passed. This period should be at least 30 minutes after the completion of the job.

E. Hazard Communications

Purpose:

To ensure that information about the dangers of all hazardous materials used by the Company are known to all affected employees and contractors. A secondary purpose is to comply with the requirements of the OSHA Hazard Communication Standard and corresponding state laws.

Responsibility:

All employees of the company will participate in the hazard communication program and comply with all provisions of this policy. The Senior Safety QA/QC Manager is responsible for maintaining this program and ensuring compliance with all local, state, and federal laws.

Scope:

This policy covers container labeling, material safety data sheets, employee training and information, hazardous non-routine tasks, contractors, list of hazardous chemicals, chemicals in unlabeled pipes and safety procedures.

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Policy:

Container Labeling

1. The Senior Safety QA/QC Manager will verify that all containers received for use will be clearly labeled with the following: 1) contents, 2) the appropriate hazard warning (i.e. flammable), and 3) the name and address of the manufacturer. Existing labels will not be removed or defaced on incoming containers unless containers are to be immediately marked with required information.
2. All materials on site are to be stored in their original container with the label attached.
3. Any material with a label missing or illegible should be reported to the supervisor immediately for proper labeling.
4. Stationary, secondary, or portable containers should be clearly labeled with either an extra copy of the original manufacturer's label or with tile "central stores" generic labels which have a block for identification and blocks for the hazard warning.
5. Signs, placards, or other written materials that convey specific hazard information may be used in place of individual container labels if there are a number of stationary process containers within a work area which store similar contents.
6. Portable containers do not need to be labeled if the chemicals are transferred to labeled containers and used by the employee making the transfer during that shift. No unmarked containers of any size shall be left unattended in the work area.

Safety Data Sheets (SDS)

1. Any product having a hazardous warning on its label requires an SDS.
2. The manufacturer, distributor, or vendor shall provide the SDS for the hazardous product.
3. All SDS's shall be forwarded to the Senior Safety QA/QC Manager and reviewed by the Senior Safety QA/QC Manager and employee using the product to determine safe work practices and personal protection, as needed. The SDS's will be maintained and keep at the following location: ____.
4. The SDS provides 1) chemical information, 2) hazardous ingredients, 3) physical data, such as the potential for fire, explosion, and reactivity, 4) health hazards, 5) spill or leak procedures, 6) special protection and precautions, 7) personal protective equipment needed, and 8) name, address, and phone of SDS preparer or distributor

Employee Training and Information

1. The Senior Safety QA/QC Manager will provide training to employees when hired and routinely thereafter on the hazardous nature of chemical products. Training will include:
 - ☐ The Hazard Communication Policy
 - ☐ Chemicals present in their workplace operations
 - ☐ Physical and health effects of the hazardous chemicals
 - ☐ Appropriate work practices and controls when using chemicals.

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- ☐ Emergency and first-aid procedures
 - ☐ How to read labels and review an SDS to obtain appropriate hazard information
 - ☐ Location of the SDS file and written hazard communications program
2. After attending the training class, each employee will sign a form to verify that they attended the training, received the written materials, and understand the company's policies on Hazard Communication.

Hazardous Non-Routine Tasks

1. Periodically, employees are required to perform hazardous non-routine tasks. Examples of non-routine tasks performed by employees of this company are as follows: Confined space entry, tank cleaning, and painting reactor vessels.
2. Prior to starting work on such projects, each affected employee will be given information by the Senior Safety QA/QC Manager about the hazardous chemical he/she may encounter during such an activity. This information will include specific chemical hazards, protective safety measures the employee can use, and measures the company has taken to lessen the hazards including ventilation, respirators, presence of other employees, and emergency procedures.

Informing Contractors and Others

1. The Senior Safety QA/QC Manager shall advise contractors and other clients of our Hazard Communication Program.
2. Copies of the SDS's for all materials brought onto the site will be made available upon request to each contractor from the Senior Safety QA/QC Manager.
3. The Senior Safety QA/QC Manager will also obtain chemical information from contractors that may expose our employees to hazardous chemicals which they bring into our workplace.

List of Hazardous Chemicals

Attached is a list of all known hazardous substances presently being used. Listed chemicals are denoted as EX for explosive, HT for highly toxic, C-R for corrosive or irritant, and CAR for proven or suspected carcinogen-mutagen in humans or animals. Further information on each chemical can be found by reviewing the SDS's.

Chemicals in Unlabeled Pipes

1. Work activities are often performed by employees in areas where chemicals are transferred through unlabeled pipes.
2. Prior to starting work in these areas, the employee shall contact the Senior Safety QA/QC Manager for information regarding:
 - ☐ The chemical in the pipes.
 - ☐ Potential hazards.
 - ☐ Safety precautions which should be taken.

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Safety Procedures & Recommendations

Work Habits

- ☐ Never work alone in a science laboratory or storage room.
- ☐ Never eat, drink, chew gum or tobacco in a science laboratory or storage room. Do not store food or beverages in the lab environment.
- ☐ Wash hands before and after work in a science lab, and after spill cleanups
- ☐ Restrain loose clothing, long hair, and dangling jewelry.
- ☐ Never leave heat sources unattended.
- ☐ Do not store reagents and/or apparatus on lab bench, and keep lab shelves organized.
- ☐ Never place reactive chemical containers near the edge of a lab bench.
- ☐ Use a fume hood when working with volatile substances.
- ☐ Never lean on a fume hood.
- ☐ Do not use the fume hood as a storage area.
- ☐ Obtain and read the SDS for each chemical before beginning any experiment.
- ☐ Analyze new lab procedures in advance to pinpoint hazardous areas.
- ☐ Analyze accidents to prevent repeat performances.
- ☐ Protection should be provided for not only the lab worker but also the lab partner working nearby.
- ☐ Do not mix chemicals in the sink drain.
- ☐ Always inform co-workers of plans to carry out hazardous work.
- ☐ Record who worked with what, when, and how long in order to allow meaningful retrospective contamination studies.
- ☐ Inform lab occupants about the alarm bell and what to do if it sounds.
- ☐ Carry out regular fire or emergency drills with critical reviews of the results.
- ☐ Have actions pre-planned in case of an emergency, gas shut-off, escape routes, meeting places.
- ☐ Lab personnel should have recent training in first aide, CPR etc.

Safety Wear

- ☐ ANSI approved eye or face protection should be worn continuously.
- ☐ Gloves should be worn which will resist penetration by the chemical being handled and have been checked for pin holes, tears, or rips.
- ☐ Wear a lab jacket or apron.
- ☐ Footwear should cover feet completely: no open-toes shoes or sandals.

Facilities and Equipment

- ☐ Have separate container for trash and broken glass.
- ☐ Never block any escape routes, and plan alternate escape routes.
- ☐ Never block a fire door open.
- ☐ Never store materials in lab or storage aisles.
- ☐ All moving belts and pulleys should have safety guards.
- ☐ Instruct lab personnel in the proper use of the eye-wash fountain, emphasizing rolling of the eyeballs, and turning eyelids "inside-out."
- ☐ Ensure that eye-wash fountains will supply at least 15 minutes of water flow.

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- ☐ Sample breathing air space for measurement of possible contaminants, and keep good records.
- ☐ Regularly inspect fire blankets for rips and holes and keep good records of the inspections.
Regularly inspect safety showers and eye-wash fountains and keep records of inspections.
- ☐ Keep up-to-date emergency phone numbers posted next to the phone.
- ☐ Place fire extinguishers near an escape route, not in a "dead end".
- ☐ Regularly maintain fire extinguishers, maintain records, and train personnel in the proper use of extinguishers through actual fire situations.
- ☐ Acquaint personnel with the meaning of "Class A fire", "Class B fire", etc., and how they relate to fire extinguisher use.
- ☐ Regularly check hood for proper draft also verify that exhaust air from an external hood vent is not re drawn into room air.
- ☐ Secure all compressed gas cylinders when in use and transport them secured on a hand truck. install chemical storage shelves with lips, and never use stacked boxes in lieu of shelves.
- ☐ Only use an explosion-proof refrigerator for lab storage.
- ☐ Have appropriate equipment and materials available for spill control replaced when it becomes dated.

Chemical Storage

- ☐ Do not store materials on the floor.
- ☐ Separately store Organic and Inorganic chemicals.
- ☐ No top or above eye level chemical shelf storage .
- ☐ Shelf assemblies are firmly secured to walls, preferred material is wood.
- ☐ Store acids, poisons, and flammable liquids in separate dedicated cabinets, suggested shelf storage pattern.

Purchasing, Use, and Disposal

- ☐ If possible, purchase chemicals in class-size quantities only. Label all chemicals accurately with date of receipt, or preparation, initialed by the person responsible, and pertinent precautionary information on handling.
- ☐ Generally, bottles of chemicals should not remain unused on shelves in the lab for more than one week, in the store room near the lab unused for more than one month, or in the main stockroom unused for more than one year.
- ☐ Follow all directions for disposing of residues and unused portions of reagents.
- ☐ Properly store flammable liquids in small quantities in containers with a provision for bonding to receiving vessels when the liquid is transferred.
- ☐ Never open a reagent package until the label has been read and completely understood. Have a Material Safety Data Sheet on hand before using a chemical.
- ☐ Prepare a complete list of chemicals of which you wish to dispose.
- ☐ Classify each of the chemicals on the disposal list into a hazardous or non-hazardous waste chemical. (Check with the local environmental agency office for details.)
- ☐ Unlabeled bottles (a special problem) must be identified to the extent that they can then be classified as hazardous or non-hazardous wastes. Some landfills will analyze a mystery bottle for a fee, if it is shipped to the landfill in a separate package, labeled as a sample, and

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accompanied by a letter also identifying it as a sample, with instructions to analyze the contents sufficiently to allow proper disposal.

Substitutions

- ☐ Reduce risk by diluting substances instead of using concentrates.
- ☐ Use films, videotapes, and other methods rather than experiments involving hazardous substances.
- ☐ Undertake all substitutions with extreme caution.

Types of Protection

1. **Head Protection** -The wearing of approved non-conductive safety hats is mandatory in all construction areas **100% of the time**. Refer to ANSI Z89.1 Safety Requirements for Industrial Head Protection. **No exceptions!**

Helmet Selection

Proper helmet selection is critical in preventing head injuries from occurring. Each type and class of helmet is intended to protect against specific hazards. The Senior Safety QA/QC Manager, or his/her delegate, is responsible for making sure employees wear the proper helmet.

The following types and classes of protective helmets are available: Type

1 - helmets with full brim, not less than 1¼ inches wide;

Type 2 - brimless helmets with a peak extending forward from the crown. For

industrial purposes, three classes are recognized;

Class A - general service, limited voltage protection; Class

B - utility service, high-voltage protection; and Class C - special service, no voltage protection.

Helmets under Class A are intended for protection against impact hazards. They are predominately used in manufacturing, construction, shipbuilding, tunneling, lumbering and mining industries.

Class B utility service helmets protect against impact and penetration from falling objects and from high-voltage shock and burn. They are used mostly by electrical workers.

Class C helmets are designed specifically for lightweight comfort and impact protection. They are typically manufactured from aluminum and offer no dielectric protection. Class C helmets are often used in construction and manufacturing occupations, oil fields, refineries, and chemical plants.

All helmets should be water-resistant and made of slow burning material when exposed to heat. The helmet type should be located inside the shell along with the manufacturer's name, ANSI designation, and class.

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Helmet Fit

A properly fitting helmet should be snug on the head. The helmet's headband should be adjusted accordingly to receive the proper fit. When the headband is adjusted properly, it provides sufficient clearance between the shell and headband.

Helmet Inspection and Maintenance

Manufacturer's specifications should be followed with regard to the proper cleaning methods. Helmets should be cleaned by dipping them in hot, soapy water. They should then be scrubbed and rinsed in clear, hot water. After rinsing, the shell should be carefully inspected for signs of damage. It is the employee's responsibility to keep their helmet clean.

All components, shells, suspensions, headbands, sweatbands, and accessories should be inspected daily for dents, cracks, penetration, or any other damage that might reduce the original degree of safety. Damaged helmets should be replaced immediately.

2. Eye and Face Protection - Safety glasses with side shields should be provided by the Contractor and are mandatory at all times.

- a. All construction areas require 100% eye protection at all times. Minimum eye protection includes approved safety glasses with side shields or mono-goggles meeting the standards specified in ANSI Z87.1-1968.
- b. Additional eye and face protection should be used by employees when:
 1. Welding, burning, or using cutting torches
 2. Using abrasive wheels, grinders, or files
 3. Chipping concrete, stone, or metal
 4. Working with any materials subject to scaling, flaking, or chipping
 5. Drilling or working under dusty conditions
 6. Sanding or water blasting
 7. Waterproofing
 8. Using explosive actuated fastening or nailing tools
 9. Working with compressed air or other gases
 10. Working with chemicals or other hazardous materials
 11. Using chop, chain, or masonry saws
 12. Working near any of the above named operations

To protect from injurious light radiation, all affected employees should use equipment with filter lenses. The following chart outlines appropriate shade numbers for various operations. Selection There are different types of eye and face protection designed for particular hazards. In selecting protection, consider type and degree of hazard. Where a choice of protection is given, worker comfort should be the deciding factor in selecting eye protection.

Employees who use corrective eye glasses should wear face shields, goggles, or spectacles of one of the following types:

- ☐ Spectacles with protective lenses providing optical correction;

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- ☐ Goggles or face shields worn over corrective spectacles without disturbing the adjustment of the spectacles; or
- ☐ Goggles that incorporate corrective lenses mounted behind the protective lenses.

Fit

Skilled persons should fit all employees with goggles or safety spectacles. Prescription safety glasses should be fitted by qualified optical personnel.

Inspection and Maintenance

Eye protection lenses should be kept clean at all times. Continuous vision through dirty lenses can cause eye strain. Daily inspection and cleaning of eye protection with hot, soapy water is also recommended. Pitted lenses should also be replaced immediately as they can be a source of reduced vision. Deeply scratched or excessively pitted lenses are also more likely to break. Employees are responsible for taking care of their eye protection. They are also responsible for turning in eye protection that is in poor shape to their immediate supervisor.

3. **Respiratory Protection** - Respiratory protection devices approved by the U.S. Bureau of Mines should be provided by the Contractor and worn by employees exposed to hazardous concentrations of toxic or noxious dust, fumes or mists as required by OSHA. The Hazard Communications Program should include respiratory protection programs. Refer to the Respiratory Protection Program of this manual for more information.
4. **Hearing Protection** - Exposure to high noise levels can cause hearing loss or impairment and can create physical and psychological stress. There is no cure for noise-induced hearing loss, so the prevention of excessive noise exposure is the only way to avoid hearing damage. Specifically designed protection is required, depending on the type of noise encountered and the auditory condition of each employee.

The Senior Safety QA/QC Manager, or his/her delegate, is responsible for providing appropriate hearing protection to employees. Pre-formed or molded earplugs are the best form of hearing protection. They should be individually fitted by a professional. Waxed cotton, foam, or fiberglass wool earplugs can also be used as hearing protection. When used properly, they work as well as most molded earplugs. Disposable earplugs should be discarded after usage. For proper protection, non-disposable earplugs should be cleaned after each use. Plain cotton should not be used as it does not effectively protect against hazardous noises.

5. **Foot and Leg Protection** - Work shoes/boots are to be worn by all employees. Tennis shoes, sandals, docksiders, hush puppies, steel toed sneakers and bare feet are prohibited. In addition to safety shoes, canvas or leather leggings and spats should be worn by welders, metal lancers, or anyone working around molten metal.
6. **Glove and Hand Protection** - Gloves provided by the Company should be worn when handling objects or substances that could cut, tear, burn, or otherwise injure the hand. Gloves should not be used when operating drill presses, power saws, or similar rotating machinery.
7. **Clothing** - Wear safe and practical working apparel. Be sure that any clothing you wear is not highly flammable. Neckties and loose, torn or ragged clothing should not be worn while

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operating lathes, drill presses, reamers and other machines with revolving spindles or cutting tools. Jewelry of any kind should not be worn when working around machinery or exposed electrical equipment.

8. **Hair** - Employees wearing long hair, beards, or mustaches will not work with rotating machinery or equipment, or use respiratory equipment, if their hair, beard, or mustache constitute a potential hazard. Judgment will be made by the immediate supervisor and reviewed by the Senior Safety QA/QC Manager.
9. **Other Personal Protective Equipment** - Other required equipment to be used under unusual circumstances such as high temperature work, handling corrosive liquids, etc., not specifically covered in this section should be reviewed by the Senior Safety QA/QC Manager and furnished by the Company when required.

I. Smoking Policy

Purpose

To establish guidelines whereby the Company provides a smoke-free work environment for our employees and is in compliance with all federal and state Indoor Clean Air Acts.

Scope

This policy applies to all employees, vendors, visitors, and contractors.

Policy

1. Smoking is **prohibited throughout the building** unless clearly posted as "Smoking Permitted" area.
2. Employees will refrain from smoking in any company vehicles with non-smokers in the vehicle.

Discipline

All employees share in the responsibility for adhering to and enforcing the policy. In all cases, the right of the non-smoker to protect his/her health and comfort will take precedence over an employee's desire to smoke. Employees who violate this policy may receive a written safety violation notice and may be disciplined, up to and including termination of employee, based on the severity of the violation.

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Acknowledgment Form

I hereby acknowledge receipt of the National Roofing Partners Substance-Abuse Policy regarding drugs and alcohol.

My signature acknowledges my understanding and concurrence with the procedures outlined in the above referenced policy. It is my consent to submit to medical testing, including but not limited to giving urine, breath, blood, sweat, and/or saliva sample(s) to be used for drug and alcohol analysis under the conditions outlined in the policy.

In connection with and consistent with the provisions of the Substance-Abuse Policy:

(1) I authorize the release of any urine, breath, blood, sweat, and/or saliva sample(s) and the results of any tests and examinations performed thereon to the company and any doctor, medical personnel, hospital, medical center, clinic, etc., or any representatives with whom they may choose to consult regarding the sample tests or examination results. I will be given an opportunity to explain a positive test result to the Medical Review Officer before the test result is reported to the company as a verified positive test result.

(2) I understand that the test results may be released by the company to applicable state unemployment agencies and to the company's workers' compensation insurer(s), where permitted or required by law. I understand that if I test positive for drugs or alcohol following an on-the-job accident or refuse to submit to any drug and/or alcohol test required by this policy, I may be ineligible for workers' compensation and/or unemployment benefits.

(3) I understand that refusal to submit to any test required by this policy, a positive test result, or refusal to authorize the release of the results is grounds for disciplinary action up to and including termination of employment.

I recognize that the company's policy on drugs and alcohol does not constitute an expressed or implied contract of employment.

EMPLOYEE NAME _____ SOCIAL SECURITY NO. _____
(Printed)

EMPLOYEE SIGNATURE _____ DATE _____

WITNESS SIGNATURE _____

DATE _____

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ADDENDUM A - Fall Protection Program

Fall Hazard Management Scope

This program provides the requirements for personal fall hazard management when personnel are working at

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elevated locations 6' or higher above a lower surface. Working is defined as all activities including traversing, climbing, descending, and performing job tasks.

Preferred Order of Fall Hazard Management

Primary fall prevention systems are the **preferred** choice for performing work at elevated locations. These systems provide walking and working surfaces that are free from floor/wall openings and are equipped with standard guardrail systems on all open sides. In most cases, primary fall prevention systems are sufficient fall prevention methods in themselves and do not require the use of additional (secondary) fall protection systems such as personal fall arresting systems.

All personnel performing work at elevated locations (i.e., at or above 6') and supervisors of such personnel shall consider ways in which to address fall hazards in the following order:

Fall Elimination

Eliminate the need for elevated work through procedural changes, modifications, alternate construction techniques, etc.

Fall Prevention

Prevent the potential of falling by use of an approved permanent work platform with appropriate handrails and other safeguards.

Use an approved aerial lift.

Build an approved temporary platform (scaffold) or use an approved temporary access way (temporary walkway with approved top and mid-rails).

Consider methods of construction such that equipment can be connected or installed while on the ground to eliminate elevated work.

Consider installing fall prevention devices such as guardrails on the work pieces while on the ground to facilitate fall prevention.

Personal Fall Arresting Systems

Manage the risk of a fall by means of approved personal fall arresting systems (e.g., a full body harness and lanyard attached to an appropriate anchor point).

Consider installing engineered anchor points if fall hazard elimination is not feasible.

Personnel Requirements

All personnel shall:

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- A. Wear a full body harness and shock-absorbing lanyard (or be secured to a retractable lanyard) when working at an elevation of six feet or more above the grade, floor or approved work surface (e.g., platforms and scaffolds) or when working in motorized aerial lifts, or crane suspended baskets. The six-foot distance shall be measured from the grade, floor, or approved work surface to the person's feet.
- B. Inspect all fall arresting equipment, including harnesses and lanyards, prior to each use.
- C. Remove affected fall arresting equipment from service when a fall occurs and notify the immediate supervisor. The supervisor shall red tag the fall arrest equipment.
- D. Use of fall protection systems will be under the supervision of the fall protection Competent Person (the "Competent Person") specifically designated for the project.
- E. It is the policy of NRP that all personnel shall be 100% tied off whenever working 6' or higher above a lower surface (with the exception of ladders). This will necessitate the use of double lanyards.

Training

All personnel performing work at elevated conditions and supervisors shall:

- 1. Be trained in the use, inspection and maintenance of all fall arresting systems.
- 2. Demonstrate competency in initial training.
- 3. Undergo refresher training at a minimum of every year.

All training shall be provided under the direction of the Competent Person.

Documentation of the initial and refresher training shall be maintained with the employee's other training. A guideline for training is included in this section.

Personal Fall Arresting System

Personal fall arresting systems shall consist of the following:

- 1. A full body harness – A full body harness is required to properly distribute forces to minimize injury to the body in the event of a fall. The harness must be ANSI (American National Standard Institute) approved under ANSI Z359.1-2007. Safety belts are NOT to be used for fall protection. They are to be used for positioning only.
- 2. A shock absorbing lanyard (unless tied off to a retractable lanyard) maximum four feet in length.
- 3. An anchor point: The anchor point is the tie-off connection device to which the lanyard is attached. Anchor points are independent of any anchorages used to support or suspend platforms. Anchor points shall safely support a minimum of 5,000 pounds per person; or be

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designed, installed and used as part of a complete fall protection system that maintains a safety factor of two and is used under the supervision of the competent person. The anchorage shall be installed in manner that prevents accidental disengagement from support structures. It may be either a pre-engineered device such as an installed eyebolt, slide rail, or cable arrangement, or may be an existing structure. Note: Anchor points for horizontal lifelines may require anchorage strengths greater than 5,000 pounds.

4. The personal fall arrest systems, when stopping a fall shall:
 - a. Limit the maximum arresting force on an employee to 1,800 pounds;
 - b. Be rigged to limit the free fall to a maximum of 4 feet or contact with a lower surface;
 - c. Where practicable, the anchor end of the lanyard shall be at the waist or above;
 - d. Bring the employee to a complete stop and limit maximum deceleration distance to 3.5 feet; and
 - e. Have sufficient strength to withstand twice the potential impact energy of an employee falling 6 feet, or the free fall distance permitted by the system (whichever is less).

Full Body Harness & Shock Absorbing Lanyards

To ensure the integrity of the equipment being used and success of the Fall Protection Program, the following shall be strictly adhered to:

- Only full body harnesses/shock absorbing lanyard systems approved by the subcontractors Competent Person may be used on any project.
- Lanyards shall be of the double and shock absorbing type when used for fall protection.
- Shock absorbing lanyards shall only be used for fall protection and are never to be used for positioning or material transport.
- The shock-absorbing lanyard shall be secured to the D-ring located on the back of the harness between the shoulder blades.
- D-rings located at the waist may only be used for positioning or with ladder climbing devices.
- Full body harnesses/shock absorbing lanyards shall be attached to an anchorage point capable of supporting an impact load of 5,000 pounds or twice the potential impact load of the complete fall protection system.
- Snap hooks attached to shock absorbing lanyards shall be of the double action/locking type design. Simple spring resistant snap hooks shall not be used for fall protection.
- Employees using a full body harness and shock-absorbing lanyard shall inspect them for wear, damage and other deterioration prior to each use.
 - ③ Check all equipment for wear, damage, mold, and/or mildew distortion.
 - ③ Make sure no straps are cut, broken, torn or scraped.
 - ③ Check for damage from fire, acid or other corrosives.

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- ③ Hardware should be free of cracks, sharp edges or burrs.
 - ③ Snap hooks should close and lock tightly.
 - ③ Buckles should work properly.
 - ③ Check ropes for wear, broken fibers, pulled stitches and discoloration.
 - ③ Make sure lifeline anchors and mountings are not loose or damaged.
- The Competent Person shall inspect all full body harnesses and shock absorbing lanyards at least monthly with documentation generated.
 - Defective full body harnesses and shock absorbing lanyards should be tagged "**DEFECTIVE - DO NOT USE**" and immediately removed from service.
 - Full body harnesses and shock absorbing lanyards subjected to impact loading shall be immediately removed from service and shall not be used again for employee protection.

Donning/Doffing Full-body Harness

1. The harness should be visually inspected prior to each use. Hold the harness by the back D- ring and shake to allow the straps to fall in place. Check for any wear or defects.
2. To wear the harness properly:
 1. Unbuckle any buckled straps and slipping straps over the shoulders so the D-ring is located in the middle of the back.
 2. Connect the waist strap, tightening without binding.
 3. Pull the buckle portion of the leg strap between the legs and connect it to the opposite end of the leg strap. Repeat this step with the second strap.
 4. After all the straps have been buckled, tighten all friction buckles so that the harness fits snug but allows full range of movement.
 5. If the harness contains a chest strap, pull the strap around the shoulder strap, fasten in the mid-chest area and tighten to keep shoulder straps taut.
3. To remove the harness, reverse the above procedures.

Anchorage Points

An anchorage point must be capable of supporting 5,000 pounds per worker or a safety factor of 2 for a complete system (which ever is greater). In some cases (e.g., horizontal lifelines) anchor points greater than 5,000 pounds will be needed. OSHA regulations state that a single anchorage connector can be used only for one fall arrest system, unless the anchorage connector is certified for multiples of the 5,000 pounds rating. The strength of a personnel fall arrest system is based on it being attached to an anchorage system that does not reduce the strength of the system.

1. Make sure the anchorage is strong enough to withstand the fall-arrest force.

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2. Inspect the anchorage for damage before hooking up.
3. Ensure that there are no obstacles under the area where a worker will fall.
4. When selecting your anchor, allow for the free-fall distance, the deceleration distance of your equipment and any distance your lifeline stretches. Check the manufacturer's data for equipment stretch and deceleration distances. A maximum deceleration distance of 3' (feet) is needed. Remember, the farther your attachment to the lifeline is from the line's anchor, the more the line can stretch.
5. A shorter free-fall reduces your chance of falling into obstacles, being injured by fall-arrest force and damaging your equipment. There are two ways to limit free fall:
 - Use a shorter lanyard between the lifeline and your body belt or harness.
 - Reduce the amount of slack in your lanyard by raising your tie-off point if a lifeline is used. Your tie-off to the lifeline or anchor should be level with or higher than the connection to your belt or harness.
NEVER rig a system that would allow you to free- fall more than four feet.
6. Tying-off means connecting your harness to a secure anchor point by means of fall protection system components such as lanyards. Tie-off before you get into a position from which you could fall. Follow manufacturer's and Competent Person's instructions on the best tie-off methods for your equipment.
7. Do not wrap lanyards around H or I beams; use a webbing lanyard or a beam wraps.
8. Double locking snap hooks help prevent rollout - when the snap hook opens accidentally. Snap hooks must be sized to be compatible with the connectors to which they are attached. Connectors shall be forged, pressed or formed steel with a corrosion-resistant finish, and all surfaces shall be smooth to prevent damage to the interfacing parts of this system.
9. To avoid rollout:
 - Do not attach your hook to anything that could press it open.
 - Do not attach two snap hooks to each other.
 - Unless you have locking hooks designed for the following connections, do not attach your hook in any of these ways:
 1. Directly to a horizontal lifeline.
 2. Directly to webbing, rope or wire rope.
 3. Back onto its own lanyard.
 4. To a D-ring that has another snap hook or other connector attached to it.
 5. To any object whose size or shape would allow it to depress the snap-hook keeper.
 - D-rings should be large compared to hooks, so that the ring will reach beyond the hook's keeper, rather than press against it. After you've attached any snap hook, make sure it is tightly closed and rollout is impossible.

Positioning Device Systems

Work positioning systems are sometimes required for specialized tasks such as tower work. A positioning

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system is designed to hold and sustain a worker and limit free fall to 2 feet or less.

Personnel using positioning systems must adhere to the following:

1. Personal positioning belts and lanyards will only be allowed after they have been inspected and found acceptable by the Competent Person.
2. Each employee shall inspect his or her positioning devices prior to each use for wear, damage, deterioration and defective components. Any deficient components will be removed from service and given to the Competent Person.
3. Positioning belts of any kind shall not be used as fall protection systems at any time.
4. Work positioning lanyards are to be attached to D-rings at the waist belt location and be supported by an appropriate work belt/harness. Positioning lanyards shall not be of the shock absorbing type and shall not be used for fall protection.
5. The positioning type lanyard shall limit fall potential to two feet (2') or less.
6. The positioning lanyard must always be backed up by a properly secured shock absorbing fall protection lanyard or retractable lifeline for work at or above 6' above a lower level.
7. While ascending or descending towers or other structures, 100% fall protection shall be maintained by utilizing the shock absorbing double lanyard system or retractable lifeline reels.
8. Snap hooks on positioning lanyards shall be of the double action/locking type design. Simple spring resistant hooks shall not be used.
9. All positioning belts/harnesses and lanyards shall be inspected at least monthly by the Competent Person.
10. Defective positioning belts/harnesses and lanyards shall be tagged **"DEFECTIVE - DO NOT USE"** and immediately removed from service.
11. Positioning devices shall be secured to an anchorage capable of supporting at least twice the potential impact load of an employee's fall or 3,000 pounds, whichever is greater.

Lifeline Systems

Lifeline systems are points of attachment for fall protection lanyards and harnesses. Lifelines may be mounted either vertically or horizontally and provide fall protection for personnel working in elevated areas.

1. Lifelines shall not be used for any other purpose than fall protection.
2. Lifelines shall be protected against being cut or abraded (i.e., softeners around lifelines at anchorage point).
3. Lifelines shall be inspected by the Competent Person at least weekly to ensure system and equipment integrity.
4. Lifeline Placement/Installation
 - Use a complete system or the project will be required to design and engineer a system for their particular needs. Approved engineered drawings must be kept on file at the project. All engineered systems must be stamped by a registered professional engineer.

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- Lifelines must be installed and used under the supervision of the Competent person.

5. Horizontal Lifelines

- Horizontal lifelines shall be designed, installed and used under the supervision of the Competent Person, as a part of a complete personal fall arrest system or engineered system, which maintains a safety factor of at least two. Approved engineered drawings must be kept on file at the project. All engineered systems must be stamped by a registered professional engineer.
- If multiple persons are to be tied off to a cable, the cable and the anchor points are to be designed such that the system can withstand all personnel falling simultaneously.
- Cable systems shall be designed so that deflection cable is minimal in the event of a fall.
- No more than 3 people can be tied off to horizontal lifelines between anchor points.
- Softeners shall be used where lifelines contact sharp edges such as beam flanges.

6. Vertical Lifelines

- Must have a minimum breaking strength of at least 5,000 pounds.
- Each employee shall be attached to a separate lifeline.
- Lifelines shall be protected against being cut or abraded. Softeners shall be used where lifelines contact sharp edges such as beam flanges.
- Use a complete system or the project will be required to design and engineer a system for their particular needs. Approved engineered drawings must be kept on file at the project.
- Only the Competent Person will be allowed to supervise installation.

7. Retractable Lifelines

Retractable lifelines are devices that when properly used, will serve to stop the free fall of an employee prior to the employee striking a lower surface. These are ANSI approved devices that include self-retracting web lanyards and retractalocks ("yo-yo").

- Retractable lifeline devices shall be attached to an anchorage point capable of supporting 3,000 pounds where the free fall distance is limited to 2 feet or 5,000 pounds where the free fall distance is not limited to 2 feet.
- Attachment of these devices shall be performed using shackles and wire cable chokers; rope is NOT allowed.

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- All slings, chokers, and shackles shall be inspected by the Competent Person daily with monthly documentation.
- Each retractable lifeline device shall be equipped with a rope tag line for extending the device to elevations below the point of attachment.
- A D-ring extender shall be attached to the back D-ring of the harness for connection to the retractable lanyard.
- Retractable lifelines shall be used to provide a fall protection system for structural steel work during erection, and prior to installation of other fall prevention/protection systems.
- Retractable lifeline systems shall be inspected, by a Competent Person, at least monthly.
- Retractable lifelines devices shall only be installed by or under the direction of the Competent Person.
- Retractable lifeline shall be attached directly to the full body harness. Attachment to a shock-absorbing lanyard is not permitted.

8. Rope Grabs

Rope grabs are an ANSI-approved fall arresting device designed to slide along a vertical rope. Synthetic fiber rope with a minimum tensile strength of 5,000 pounds shall be used as the lifeline.

When feasible, the rope grab shall be at or above waist level.

Inspection

All fall arresting equipment must be visually inspected by the user prior to first use and daily. Fall arresting equipment inspections shall be documented upon first use and at least monthly. If defective conditions are found, remove the item from service immediately and notify your supervisor for appropriate disposition of equipment.

Some mechanical devices, such as the Retractalock or Ropegrab, may require additional certification per the manufacturer's instructions. These devices shall be returned to the manufacturer or designated representative, at the specified intervals for this certification. The owner of this type of equipment shall ensure these inspections are completed and documented.

Maintenance/Storage

Harnesses may be wiped with a soapy sponge using a brisk back and forth motion. Rinse thoroughly and completely with clear water and hang up to air dry.

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Fall arresting equipment shall be hung up or placed loosely in a clean, dry area. Fall arresting equipment shall not be kept on the floor.

Work Practices

This section covers special requirements associated with using personal fall arresting equipment.

Climbing

Do not carry tools or other materials in your hands while using ladders or otherwise climbing. Tools and materials shall be carried in a tool belt or lifted by a rope secured to a bucket and hoisted to the work site.

Take special precautions when wet, icy or other slippery conditions exist.

Climb stairs such that at least one hand is free to use the handrail. Do not use both hands to carry tools or materials.

Climbing on equipment such as drill rigs, cranes, on top of mobile equipment, or any other equipment not specifically designed for climbing, unless rigged with fall protection, should be avoided. Climbing on equipment not capable of supporting body weight is not permitted. Climbing of vertical beams is not permitted.

Lanyard & Anchor Points

Use a double lanyard to achieve 100% tie-off at all times.

When not in use, lanyards should be wrapped around the body and attached to the harness to prevent tripping or snagging. Do not drag the lanyard.

Attach lanyards to the best available anchor point capable of holding 5,000 pounds, preferably an engineered anchor point. Do not attach to any piping unless it has been engineered to hold 5,000 pounds.

Choose an anchor point where attachment can be done without causing loss of balance or a body position that would increase the risk of a fall.

Anchor points should be at least shoulder high and overhead, to reduce fall distance. Anchor points should be free of sharp edges to avoid cutting the lanyard. When securing around a beam, or other edged anchor point, a protective edge guard or beam wrap should be used to prevent abrasions.

Do not tie knots in lanyards. This will reduce the strength of the lanyard. Do not wrap lanyards around beams, pipes, etc; use a beam wrap.

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Fall Hazard Requirements for Specific Work

WORK ON DESIGNED ACCESS WAYS/WORK SURFACES

Permanent Platforms & Approved Scaffolds

No personal fall arresting equipment is required when working on a platform/scaffold with proper handrails, mid-rails, toe boards, and work surface. This does not apply to man lifts, scissor lifts or man baskets.

When a person performs work outside of the guarded area, they must use a personal fall arrest system.

Caged Ladders <30', Fixed Ladders <20', Fixed Step Platforms

A personal fall protection system is not needed when climbing.

Do not carry tools or other materials in hands while climbing ladders.

Use the handrails on stairs. Do not carry materials in both hands.

If task is to be performed while on these designed access ways, use a personal fall arrest system.

Fixed Cage Ladders >30', Fixed Ladders not caged >20'

A personal fall arrest system, such as a rail system mounted on the ladder, or a retracting device mounted above the ladder is needed.

Portable Extension/Straight Ladders, Portable Step Ladders, Portable Step Platforms

Secure extension/straight ladders to fixed structure or anchor point.

If needed, secure portable stepladders to fixed structure or appropriate anchor point.

Do not carry tools or other materials in hands while on ladders.

If task is to be performed while on these access ways, then use a full body harness and secure the lanyard to appropriate anchor point.

WORK ON ROOFS (TANK AND BUILDINGS)

Flat Roofs

Approved hand and mid-rails around the roof and/or work area are considered approved fall prevention. A personal fall arrest system is not required as long as personnel are inside the handrails.

If structural integrity of the roof is known and acceptable, and work does not occur within 6 feet of the roofs edge:

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1. Personnel are not required to wear a personal fall arrest system.
2. The work area shall be barricaded or roped off.
3. Personnel shall travel directly from the point of entry to the work area and minimize time near the roofs edge.
4. For all other situations, including working within 6 feet of an unguarded roofs edge, an approved fall arresting system must be used.

MOBILE CRANE DECKS

Do not carry tools or other materials in hands while climbing onto or descending from equipment.

Utilize designed access ways to access the deck and cab.

Keep surfaces free of oil and grease.

For work, which requires personnel to leave the deck (i.e. boom assembly), use of a personal fall arrest system is required when the fall potential exceeds 6 feet.

Personal Fall Protection Inspection Guidelines

A. WEBBING/ROPE, HARNESS, LANYARD, CABLE

Carefully check webbing at attachment points to buckles and "D" rings.

Check the shock absorbing section of the lanyard for ripped stitches.

B. BUCKLES, "D" RINGS, CONNECTORS, RETRACTALOCK, ROPELOCK

Check for:

Rough, sharp edges

Corrosion

Dents, distortions. Do parts move freely.

The clasp on Ropelock or Retractablelock should stop with a quick pull.

C. SNAP HOOKS; RIVETS; GATE LOCKING; KEEPERS; GATE KEEPER; SPRING CONNECTORS

Ensure snap hook is double locking and moves freely.

Check for gaps in closure, sharp edges, burrs, distortion, cracks, corroded surfaces, and/or pitted surfaces.

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D. LABELS

Each harness and lanyard should have a label showing manufacturing date.

Most manufacturers require harness/lanyards to undergo more thorough inspection at periodic intervals, i.e. monthly. Understand your manufacturer's requirements.

What to Do in Case a Fall Occurs

If a fall occurs, any employee hanging from a fall-arrest system must be rescued safely and quickly. The goal for rescue is within 6 minutes. Subcontractors must provide for fast rescue of fall victims, which may include any or all of the following:

- ▢ Equipment that lets the victim rescue himself
- ▢ A system for rescue by co-workers
- ▢ A way of calling a trained rescue squad.

All good rescue systems involve advance planning. Before there is any risk of a fall, make sure you know the rescue plan for the specific site. Find out what rescue equipment is available and see where it is located. This can include ladders, hoists and man lifts. Learn how to use equipment for self-rescue and the rescue of others.

Call for help. Know whom to call for outside help and the fastest way of reaching them. You may have to call the fire department, rescue squad and medical services. Any needed phone numbers must be posted at the jobsite.

Several things should be done during the rescue:

1. Provide fall protection for the victim and his/her rescuers.
2. Communicate with the victim and monitor him/her constantly.
3. Call any special rescue services when needed.
4. Other steps to take will depend on the circumstances. Some possibilities include:
5. Getting to the victim with rescue equipment, if this can be done safely.
6. Using ropes or a litter basket to lower him/her.
7. Moving the victim carefully, so that you don't make head, neck, or back injuries worse.

If a fall occurs, all components of the fall arrest system should be removed from service and turned over to the supervisor. A fall can substantially decrease the strength of all parts of the system; so all components should be replaced after a fall.

FALL PROTECTION TRAINING GUIDELINES

Subcontractors will assure that each of their employees has been trained, as necessary, by the Competent Person in the following areas. Training must be completed before the employee is assigned to work that requires fall protection. Training subjects include:

1. The nature of the fall hazards in the work areas.

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2. Personal protective gear worn by workers performing the job.
3. Connective devices that attach to the workers' protective gear, such as lanyards, rope grabs and retractable lifelines.
4. Anchoring devices that support the entire weight of the system. Contact the Project Superintendent or Safety Director if you have concerns about the anchor points.
5. The use and operation of guardrail systems and other fall protection methods specific to the project (e.g., platforms and scaffolds).
6. The correct procedures for the handling and storage of equipment and materials and the erection of overhead protection.

Retraining in fall protection must be conducted anytime there is a reason to believe that an employee does not have the necessary knowledge and skills to comply with the program.

Appendix 3 - Quality Assurance (QA)/Quality Control (QC) Program

APPENDIX 3 - Quality Assurance (QA)/Quality Control (QC) Program

National Roofing Partners will implement a comprehensive QA/QC Program consistent with Roofing Products and Services & JOC contract requirements.

A summary of specific elements of our QC/QC Program are provided below.

Monitoring of Work:

National Roofing Partners Partner Superintendent will continually inspect ongoing delivery-order work by implementing inspection for each definable feature of work so deficiencies are not overlooked and performance is in compliance with the contract and our self-imposed quality standards.

The Superintendent, in conjunction with National Roofing Partners Project Manager, will have responsibility for reviewing compliance with drawings and specifications. In general, re-work or changes that alter existing engineering drawings or specifications are required to be authorized in advance of performance by the Superintendent and the TCPN member. Construction work, including work performed by subcontractors, will be recorded on the QC Report as required.

This process begins with a meeting conducted by the Superintendent. The meeting will facilitate review of critical contract requirements, plans and applicable specifications. Elements are listed below.

- Certification that materials and/or equipment are on-site, as submitted and approved, for the definable feature of work
- Evaluation of required testing procedures
- Review of contract drawings
- Review of applicable specifications, reference codes and standards
- Assessment of hazards that may be encountered
- Review of inspection procedures for compliance
- Examination of work areas
- Discussion of initial control phase
- Inspection of required materials
- Review of proper sequencing of work
- Discussion of workmanship and quality standards
- Review of policies and procedures for controlling quality performance
- Analysis of deficiency trends as related to the definable feature of work
- Identification of potential safety hazards
- Review safety requirements and compliance with identified activity hazards
- Verification of TCPN members' approval on work to be performed

The Superintendent will perform daily observations of work progress in the follow-up inspection phase to review contract compliance and workmanship. Inspection results will be recorded on the QC Report and will include identification of deficiencies, as necessary. Work not in compliance with contract specifications or quality standards will require corrective action to bring the work into conformance. Deficiencies are corrected prior to beginning the next definable feature of work.

Documentation of Deficiencies and Corrective Action

Upon identification of non-compliant work, the Superintendent takes corrective action to resolve the issue before it becomes a problem and affects the outcome of the project. The non-compliant work is recorded on the QC Report and is transmitted to TCPN members on a weekly basis. Once the deficiency is corrected, further documentation is recorded on the QC Report to demonstrate

Appendix 3 - Quality Assurance (QA)/Quality Control (QC) Program

resolution. When material, equipment or workmanship does not conform to contract requirements, the Superintendent also initiates a Discrepancy Report and furnishes copies to all parties.

Additional QA/QC Reporting

The Superintendent maintains current records of QC activities and tests. Our records cover conforming and defective features of work of in-house crews, subcontractors and suppliers and include a statement that supplies and materials incorporated are in full compliance with the terms of the contract. QC documentation also includes the items listed below.

Records indicate subcontractor performance, the number of personnel on-site, weather conditions and delays encountered. An original and one copy of these records on an appropriate form are furnished to TCPN members upon request. The Superintendent is responsible for preparing, signing and dating the form for transmittal to TCPN members. The Superintendent will provide proper documentation to TCPN members on standardized forms.

The QC Report is used by the Superintendent to report daily QC activities of the prime contractor and subcontractors. This form is submitted to TCPN members weekly. The QC Report and attachments are submitted in duplicate on the first working day following the day covered by the report. The Superintendent's reports contain notations specifically defining the specifics of each day's activities and notes compliance or non-compliance with previous phases, when applicable. Additional documentation used by the Superintendent includes Materials Certification and Daily drawing of work performed.

The National Roofing Partners Partner Superintendent conducts various meetings to facilitate communication throughout the project to include subcontractors and TCPN members. At a minimum, the following meetings will be scheduled to communicate project requirements, workmanship and safety standards:

- QC Plan Acceptance Meeting – The purpose of this meeting is to discuss our policies and procedures for quality throughout phases of performance—inception to completion. In addition, the responsibilities and authorities of the Superintendent will be defined and presented to establish a clear and open line of communication regarding quality issues. Details discussed during this meeting will be integrated into our comprehensive QC Plan and provided to TCPN members.
- Prior to beginning work, this meeting will review required preparatory items. During this meeting, quality expectations will be defined and reviewed by the project team for compliance with contract requirements. Specific safety concerns related to the definable feature of work will also be addressed in an effort to prevent incidents. This will include the identification of hazards that may be encountered on a specific jobsite.
- Pre-Job Meeting – This meeting will take place at the beginning of a definable feature of work and include initial phase agenda items. TCPN members will be notified in advance of preparatory and initial inspection phase meetings. Attendees will include the Superintendent as well as critical subcontractors. Meeting minutes will be prepared by the Superintendent and provided to TCPN members with the QC Report.

Appendix 4 - Subcontracting Plan and/or Explanatoin of Applicable Affiliate Relationships

APPENDIX 4 - SUBCONTRACTING PLAN AND/OR EXPLANATION OF APPLICABLE AFFILIATE RELATIONSHIPS

National Roofing Partners is a professional roofing trade organization, comprised of over 60 independent commercial roofing companies throughout the U.S. This affiliation recognizes the need for complete regional/national coverage of consistent superior service from the most reputable, trustworthy, independent roofing contractors in the industry.

National Roofing Partners members are required to be a business that is actively engaged in the roofing and waterproofing contracting industry. In addition, members must meet the following criteria:

- independently-owned and operated;
- recognized in the industry as consistently providing an elevated level of customer service;
- maintain membership in the National Roofing Contractors Association (NRCA);
- have maintained a record of stability during its years of operation;
- have demonstrated high standards of ethical business conduct;
- have been in business in the roofing and waterproofing contracting industry for not less than ten years;
- have experienced construction personnel in its employ;
- be bondable;
- maintain a dedicated maintenance and repair service department or group and designate a specific contact person for maintenance and repair – related services;
- be recognized by leading product manufacturers as a quality contractor in the roofing and waterproofing contracting industry; and
- meet such other criteria as may be established from time to time by National Roofing Partners.

National Roofing Partners may add Member Contractors as market needs require. Potential members may be recommended by existing members or customers. Prior to consideration of membership, a site visit is required to review service capabilities, safety plans, and overall management commitment. Upon completion of the site visit, National Roofing Partners' board of directors must approve the recommendation. This process is consistent with both full Membership and Associate Membership levels.

Nationwide coverage is offered by a single call to National Roofing Partners which allows facility managers the peace of mind both for the reactive roofing emergencies and proactive roof asset planning. We dispatch the client's call and provide all the follow up with an Account Management Team (minimum of three team members) assigned specifically to the client. Our numerous locations nationwide, allows us the ability to reduce travel cost while utilizing our internal systems to provide common and consistent tracking along with Asset Management history for our clients. National Roofing Partners' communication is second to none. We provide a Personalized Web Based Portal to track 100% of your roof inventory. This includes roof diagrams, photos, budgets, and work order/invoice histories. Solving your roof leaks forever is as easy as one call.

We currently have 6 small business Partners that can perform as Prime or Subcontractor as seen below in Figure 1 – Small Business Partner Map, and are always looking to expand our Partner base with HUBs, MWBE's and SBE's. We understand the desire to have this available to TCPN Members and will strive to add more.

(add map and certificates)

In addition, we will work closely with local architects and engineers to deliver this contract to our mutual customer agencies and new customer agencies. The value is just as strong for architects and engineers to use this delivery method, with the ability to have mutual customers work with both their trusted designer / consultant and trusted roofing partner. We will work with them as we discover from Member Agencies their preference to specific processes and firms by reaching out to the A/E firms to discuss the

Appendix 4 - Subcontracting Plan and/or Explanatoin of Applicable Affiliate Relationships

value of this contract and how it saves everyone time and money while ensuring quality. The best time to do this will be during the Design Phase.

National Roofing Partners and Member Contractors will act as the prime contractor on any TCPN related projects. A subcontractor plan will be submitted as required by TCPN members prior to the start of any project. National Roofing Partners members, along with TCPN member organizations will review the subcontractor plan prior to the start of the project. Modifications will be made as directed by TCPN members to meet the requirement identified for the project.



January 6, 2023

Airia Austin, Director of Public Works
City of Opa Locka
780 Fisherman Street
Opa Locka, FL 33054

Re: Fleet Management Facility, 12950 NW 42nd Ave, Opa Locka, FL 33054
NRP CPN#: 180901-FL-024

Mr. Austin:

National Roofing Partners (NRP) and its local partner, PSI Roofing, have developed the following pricing proposal for the Fleet Management Facility Bldg A project. This pricing proposal was developed in compliance with NRP's contract number 180901 with OMNIA Partners and includes the total cost to BUR over Perlite on concrete decking.

Attached is the Proposal & Scope of Work which defines the work that PSI Roofing proposes to complete. The project scope includes a manufacturer's 10-year warranty for both material and workmanship, extended warranty options are available at an additional cost, provided upon request.

Based on this scope of work, pricing to complete the Fleet Management Facility project is **\$141,876.50**. This pricing is compliant with the OMNIA Partners' unit pricing.

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with manufacturers specifications.

If this proposal is accepted, please see instructions for purchase order:

1. The purchase order will be issued to PSI Roofing, Inc.
2. The purchase order should be clearly marked **"Per OMNIA Contract #180901-FL-024"**
3. E-mail the purchase order and tax-exempt certificate, if applicable, in PDF format to:
 - a. abustillo@psi-roofing.com
 - b. CC: coop@rlnrp.com
4. Once we receive a P.O., a notice to proceed will be issued and work can begin at the member's discretion.

If you have any questions or need additional information, please contact our office.

Best Regards,

Alex Bustillo
PSI Roofing, Inc.
792 NE 45th Street
Oakland Park, FL 33334
954-235-2802

Thank you for allowing us the opportunity to provide you with our proposal for the Fleet Management Facility. We have included all necessary labor, equipment, and materials to complete the project in a safe and timely fashion.

FRONT ELEVATION:



Approximate Roof Area: 11,804 square feet

SCOPE OF WORK:

- Tear off to the concrete deck.
- Prime the deck with Asphalt Primer.
- Adhere one ply of 60 mil TPO Fleeceback to the concrete deck in a full mopping of hot asphalt.
- Install and strip in 26 Ga. Gravel Stop at the north and west sides of the building.
- Flash the parapet at the east side of the building a min. 8" up the inside, seal, terminate and install 26 ga. stucco stop.
- Install and strip in 26 Ga. drip edge at the south side of the building.
- Install a .032 aluminum 6" box gutter continuously along the south side of the building.
- Install 3- 5" x 5" .032 aluminum downspouts at the existing locations.
- Install and flash 2 All Purpose Vents.
- Install split boots on three pipe legs.
- Upon completion, perform a general cleanup of the roof and grounds and dispose of it offsite.

PRICING:

PRICE FOR SCOPE OF WORK ABOVE:	\$ 140,026.50
REQUIRED FL MATERIAL TAX:	\$ 1,850.00
TOTAL PRICE:	\$ 141,876.50



Pricing is valid for 30 days. The prices listed in the preceding table are an estimate for the services discussed. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed. This proposal is based on the use of Standard AIA Contract Documents. \

OVERVIEW OF SITE:



EXCLUSIONS:

-Mechanical, electrical, plumbing, communications, or data equipment modification, removal, or reinstallation work unless specifically noted above. -Premium time or overtime unless specifically stated in scope of work. -Protection or necessary modification of such items as electrical substations, transformers, or powerlines shall be the responsibility of the owner to provide a safe working condition. -Structural changes to building and lightning protection systems. -ACM abatement or testing. -Interior protection or cleaning of interior contents prior to, during, or after roofing operations. -Any damage to building components under the roof decking because of mechanically fastening components of this roof assembly as required by the manufacturer. -Engineering reports or investigations. -Mold, fungus, or mildew remediation. -FM Global approval unless specifically listed in scope of work above. -Ponding water. -Permits, unless specifically named above. -Any work or materials not specifically and clearly named above.

SAFETY:

Site safety set up will comply with OSHA standards. A preliminary site inspection prior to commencement of the project will be completed to identify potential areas of hazard.

MISCELLANEOUS:

When installing highly reflective white roof coverings, construction debris, dust, or sediment will leave dirt on the new covering. PSI Roofing will take care to minimize debris and foot traffic over the new roof covering, but some inherent



dirt will remain as a result of the construction process. Post-construction cleaning of the roof covering is not included in this proposal unless specifically stated in the scope of work. If this proposal does not clearly state and include the installation of a "full tapered" insulation assembly, ponding water may be present after completion of the roof system and PSI Roofing shall not be held liable to remedy ponding water situations. Certain products used in the installation of roofing materials emit odor. Products in this category include, but are not limited to, asphalt, adhesives, primers, etc. Mechanical units, intake vents and other air drawing equipment may be required to be shut down by the owner during certain times of construction if interior space is sensitive to odors.

TERMS & CONDITIONS:

This proposal packet is not intended to take the place of a construction contract. Contract and payment terms will be negotiated and agreed to separately by PSI Roofing, Inc. and the City of Opa-Locka. Any alteration or deviation from the scope of work or specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All warranties to be issued upon completion of contract. Those who work on your property or provide materials and services and are not paid in full may have a right to enforce their claim for payment against your property through a construction lien.

Thank you for taking to time to read and understand our proposal for this outstanding project and please do not hesitate to contact us at any time if you have any questions.





6-Jan-2023

LINE ITEM PRICE ESTIMATE

CPN: 180901-FL-024



Project Name: Fleet Management Facility
Project Address: 12950 NW 42nd Avenue Opa-Locka, FL 33054



Pricing Summary by Category			
Category	Water Resistant Roofing	Subtotal	\$ -
Category	Insulation	Subtotal	\$ 12,272.00
Category	Roof Tiles and Shingles	Subtotal	\$ -
Category	Roofing and Roof Restoration	Subtotal	\$ 70,780.00
Category	Masonry	Subtotal	\$ -
Category	Metal Work	Subtotal	\$ 3,528.00
Category	Woodwork	Subtotal	\$ -
Category	Standing Seam Metal Roof System	Subtotal	\$ -
Category	Roof Specialties and Accessories	Subtotal	\$ -
Category	Roof Services	Subtotal	\$ 61,946.29
Category	General Cost Factors	Subtotal	\$ -
Category	Additional Line Items	Subtotal	\$ -
		Line Item Total	\$ 148,526.29
		Discount	\$ (6,649.79)
		Proposal Price	\$ 141,876.50

Detailed Line Item Breakdown					
Item No.	Description	UOM	Price	Qty	Total
Water Resistant Roofing					
			-		\$ -
Insulation					
1	Demolition of roof insulation, per inch of depth	SF	0.52	23,600	\$ 12,272.00
Roof Tiles and Shingles					
			-		\$ -
Roofing and Roof Restoration					
1	Remove built-up roof, multi-ply aggregate, non-asbestos, 1" thick or less	SF	0.86	12,100	\$ 10,406.00
19-1	Sweep roof surface	SF	0.42	11,800	\$ 4,956.00
19-12	Single ply roof system; PVC, 60mil				
19-12b	fully adhered	SF	4.26	12,100	\$ 51,546.00
21-09	Single ply roof system, PVC membrane upcharge, fleeceback	SF	0.32	12,100	\$ 3,872.00
Masonry					
			-		\$ -
Metal Work					
29	Remove metal edge, gravel stop, eave strip, or coping	LF	1.54	480	\$ 739.20
29b	Gravel stop, galvanized steel, 24 gauge, 6" face	LF	5.81	480	\$ 2,788.80
Woodwork					
			-		\$ -
Standing Seam Metal Roof System					
			-		\$ -
Roof Specialties and Accessories					
			-		\$ -
Roof Services					
19-35	Manufacturer's warranty, re-roof, 20 year	SF	0.33	11,800	\$ 3,894.00
19-42	Equipment; fork lift	%	25%	1,500	\$ 1,875.00
19-45	Equipment; other	%	25%	16,000	\$ 20,000.00
19-46	Multiplier; project safety and fall restriction	%	7%	122,749.00	\$ 8,592.43
19-52	Multiplier; total roof area < 20,000 sq ft	%	14%	122,749.00	\$ 17,184.86
21-28	Field Personnel				
21-28c	Project Manager	Day	520.00	20	\$ 10,400.00
General Cost Factors					
			-		\$ -
Additional Line Items					
			-		\$ -
Line Item Total					\$ 148,526.29

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT FOR THE DEVELOPMENT OF A SAFE STREETS AND ROADS FOR ALL (SS4A) COMPREHENSIVE SAFETY ACTION PLAN FOR THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to establish a comprehensive safety action plan (CSAP) and is the recent recipient of a fiscal year 2022 - 2023 Safe Streets and Roads for All (SS4A) Action Plan Grant; and

WHEREAS, the Interim City Manager recommends that the City Commission authorize the issuance of a Request For Proposals (RFP) for the development of a comprehensive safety action plan in compliance with all local, state, and federal regulations; and

WHEREAS, a comprehensive safety action plan (CSAP) is a powerful way to prioritize safety improvements and justify investment decisions within area jurisdictions. These plans can serve as the basic building block to significantly improve roadway safety by reducing and eliminating serious injury and fatal crashes, communicating, and collaborating with stakeholders and community members, and providing information on funding opportunities; and

WHEREAS, the City's CSAP will identify safety issues and specific actions that can be implemented to improve safety for people traveling by any mode throughout the City; and

WHEREAS, this first-of-its-kind regional CSAP for the City of Opa-Locka will provide a framework of innovative strategies and implementation actions intended to reduce transportation-related fatalities and serious injuries while also supporting federal safety initiatives; and

WHEREAS, the CSAP will identify safety issues and specific actions that can be implemented to improve safety for people traveling by any mode throughout the City; and

WHEREAS, the plan will also develop recommendations for both motorized and non-motorized modes in the roadway network as well as other elements including land use, transit, freight, and other community factors to create a comprehensive course of action; and

WHEREAS, further, the plan will address federal and state regulations, including design guidance as well as performance management goals, measures, and targets, and will promote equitable outcomes; and

WHEREAS, this plan will be funded in part through an Action Plan Grant through the Safe Streets and Roads for All (SS4A) discretionary grant program. The purpose of this program, established by the Bipartisan' Infrastructure Law (BIL), is to support local initiatives to prevent death and serious injury on roads and streets, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro-mobility users, and commercial vehicle operators; and

WHEREAS, funding for the Safe Streets for All (SS4A) project is included in the fiscal year 2023-2024 Budget with a Two-Hundred Thousand Dollar (\$200,000.00) grant which is partially matched by the City in the amount of Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, the Interim City Manager recommends that the City Commission further authorize spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to authorize the Interim City Manager to issue an RFP for the development of a comprehensive safety action plan, in compliance with all local, state, and federal regulations, for the City and to further authorize spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary.

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

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to issue Request for Proposals (RFP), attached

hereto as Exhibit "A", for provision of a qualified consultant for the development of a comprehensive safety action plan, in compliance with all local, state, and federal regulations for the City and to further authorize spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary.

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

Section 4. 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 _____, 2023.

John H. Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



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

Department Manager:	Adelina Gross		Department Director Signature:	DocuSigned by: <i>Adelina Gross</i> EC5020C4FFB9411...	
Interim City Manager:	Darvin Williams		CM Signature:		
Commission Meeting Date:	10/11/2023	Item Type: (Enter X in box)	Resolution	Ordinance	Other
			X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
	X		Public Hearing: (Enter X in box)	Yes	No
				X	X
Funding Source: Account#: 19-515491	(Enter Fund & Dept.) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes	No
					X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related (Enter X in box)	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: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name	City Manager		Department: Capital Improvements Program	City Manager	

Short Title:

Request for Proposals Safe Streets for All (SS4A) Comprehensive Safety Action Plan

Staff Summary:

A comprehensive safety action plan (CSAP) is a powerful way to prioritize safety improvements and justify investment decisions within area jurisdictions. These plans can serve as the basic building block to significantly improve roadway safety by reducing and eliminating serious injury and fatal crashes, communicating, and collaborating with stakeholders and community members, and providing information on funding opportunities.

As a recent recipient of an FY22 Safe Streets and Roads for All (SS4A) Action Plan Grant, this first-of-its-kind regional CSAP for the City of Opa-locka will provide a framework of innovative strategies and

implementation actions intended to reduce transportation-related fatalities and serious injuries while also supporting federal safety initiatives. The CSAP will identify safety issues and specific actions that can be implemented to improve safety for people traveling by any mode throughout the City.

The plan will develop recommendations for both motorized and non-motorized modes in the roadway network as well as other elements including land use, transit, freight, and other community factors to create a comprehensive course of action. The plan will address federal and state regulations, including design guidance as well as performance management goals, measures, and targets, and will promote equitable outcomes.

As noted, this plan will be funded in part through an Action Plan Grant through the Safe Streets and Roads for All (SS4A) discretionary grant program. The purpose of this program, established by the Bipartisan Infrastructure Law (BIL), is to support local initiatives to prevent death and serious injury on roads and streets, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro-mobility users, and commercial vehicle operators.

The intent of this item is to issue a request for proposals for the development of a comprehensive safety action plan in compliance with all local, state, and federal regulations.

Financial Impact - Funding for the Safe Streets for All (SS4A) project is included in the FY 24 Budget with a \$200,000 grant which is partially matched by the City in the amount of \$50,000. For the purpose of obtaining broad dissemination of this solicitation and to ensure a wide range of qualified bidders are aware of this opportunity, print media may be used in addition to electronic media at a cost not to exceed \$3,000. This expenditure will be funded in the Non-Department Division, Other Advertising (19-515491) which has an available balance of \$25,000.

Proposed Action:

Staff recommends the issuance of a Request for Proposals for the Comprehensive Safety Action Plan (Safe Streets for All) development in compliance with Awarded Grant received during FY 23.

Attachment:

1. Agenda
2. RFP Set
3. Resolution

CITY OF OPA-LOCKA



REQUEST FOR PROPOSAL 23-TBA

SAFE STREETS AND ROADS FOR ALL (SS4A)

COMPREHENSIVE SAFETY ACTION PLAN

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CITY OF OPA-LOCKA
RFQ NO: 23-TBA
TRANSFER STATION DEVELOPMENT

The sealed proposals for **SAFE STREETS AND ROADS FOR ALL (SS4A) COMPREHENSIVE SAFETY ACTION PLAN** for the city of Opa-locka will be received at the City's Clerk Office, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **TBA**. Any RFQ Package received after the designated closing time will be returned unopened. The city will be accepting proposals by mail; however, it is your responsibility to submit your proposal by the due date. In addition, proposal may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposal is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City's Clerk Office and marked **RFP for Safe Streets and Roads for all (SS4A) Comprehensive Action Plan**.

Proposers desiring information for use in preparing proposal may obtain a set of such documents by visiting the city of Opa-locka website at <https://www.opalockafl.gov> or www.demandstar.com.

The City reserves the right to accept or reject all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award a contract to that proposer whose proposal best complies with the **RFP NO: 23-TBA** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

City Clerk
Joanna Flores

I. INTRODUCTION

1-1. INTRODUCTION: The City of Opa-locka is requesting submissions for the Safe Streets and Roads for all (SS4A) Comprehensive Action Plan. The City is soliciting bids on behalf of the City Manager's Office under the laws of the State of Florida. These services must be efficient and economical, adhere to industry standards and best practices, and utilize the latest non-proprietary technology. The Contract will be awarded to the highest ranked Proposer, as described in the Evaluation Procedures Section below.

b) Description of Opa-locka

The great City of Opa-locka was the vision of aviation pioneer, Glen Curtiss. The city was incorporated in 1926 and is located within the northwestern area of Miami Dade County with major boundaries of NW 151st Street to the north, NW 119th Street to the south, NW 17th Avenue on the east, and NW 47th Avenue on the west with an area of 4.2 square miles. The City was developed with an Arabian Nights theme as can be seen by the Moorish architecture and street names in the city. The city has a mixture of residential, commercial, and industrial zones, in addition to a general aviation airport (Opa-locka Executive Airport three parks (Ingram, Sherbondy, and Segal Parks), two lakes, and a tri-rail station.

The City is a service-oriented city that operates under the council/manager form of government, providing the following: Police; Streets and Drainage; Water; Parks; Buildings and Grounds; Recreation and Swimming Pool; Sewer; and General Administrative Services. Engineering and legal services are provided to the City on a contract basis.

c) Purpose of Request

A comprehensive safety action plan (CSAP) is a powerful way to prioritize safety improvements and justify investment decisions within area jurisdictions. These plans can serve as the basic building block to significantly improve roadway safety by reducing and eliminating serious injury and fatal crashes, communicating, and collaborating with stakeholders and community members, and providing information on funding opportunities.

As a recent recipient of an FY22 Safe Streets and Roads for All (SS4A) Action Plan Grant, this first-of-its-tie regional CSAP for the City of Opa-locka will provide a framework of innovative strategies and implementation actions intended to reduce transportation-related fatalities and serious injuries while also supporting federal safety initiatives. The CSAP will identify safety issues and specific actions that can be implemented to improve safety for people traveling by any mode throughout the City.

The plan will develop recommendations for both motorized and non-motorized modes in the roadway network as well as other elements including land use, transit, freight, and other community factors to create a comprehensive course of action. The plan will address federal and state regulations, including design guidance as well as performance management goals, measures, and targets, and will promote equitable outcomes.

As noted, this plan will be funded in part through an Action Plan Grant through the Safe Streets and Roads for All (SS4A) discretionary grant program. The purpose of this program, established by the Bipartisan Infrastructure Law (BIL), is to support local initiatives to prevent death and serious injury on roads and streets, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro-mobility users, and commercial vehicle operators. Once complete, the CSAP will allow the City of Opa-locka to apply for implementation (capital construction) discretionary grant funds through the SS4A initiative.

c) Project Narrative

The City of Opa-locka understands our shared responsibility in eliminating fatal and serious crashes for all roadway users, including those who walk, bike, drive, ride transit, and travel by other modes in our community. We are committed to a holistic approach in how we think about transportation safety and how we prioritize investments across the entire transportation system so that we can build a safe and better system for all users of all modes.

By developing the first comprehensive safety action plan for the City, our area will commit to providing a framework of innovative strategies and implementation actions that will ensure crash reductions and support federal and state safety initiatives. Through expanded collaboration with stakeholders and community members, as well as guidance from FHWA's Safe System approach and SS4A's Action Plan Components, the City will develop a comprehensive safety action plan that is founded upon the following:

- Stakeholder and public engagement plan, with a strong emphasis on equity and outreach to residents, businesses, visitors, and community builders.
- Data collection and review, including a summary of existing programs, policies, and studies as well as a peer review of comparable surrounding small cities.
- Safety analysis, including an analysis of regional trends, contributing factors, and patterns of transportation-related accidents in the region. Transportation equity review, including an assessment of regional equity indicators related to accessibility, connectivity, environment, health, engagement, and effectiveness, and how transportation systems affect and/or influence safe and equitable outcomes.
- Dashboard and toolkit, including graphic visualizations that illustrate safety countermeasures, context-sensitive solutions, user educational components, and performance measure tracking. Implementation matrix for implementing safety measures including:
 - Policies, programs, innovative practices, and low-cost/high-impact strategies; and
 - Specific construction projects with scope, budget, and time frame.

1-2. PROPOSAL SUBMISSION: The city of Opa-locka will be accepting proposals by mail; however, it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The city must receive all proposals by 2:00 pm on TBA. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **Safe Streets and Roads for all (SS4A) Comprehensive Action Plan**. This package shall also include the Proposer's return address.

Proposers may withdraw their proposal by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, the proposal becomes a record of the CITY and will not be returned to the Proposer.

The city cautions proposers to assure actual delivery of mailed or hand-delivered proposal directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposal. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. ELIGIBILITY: To be eligible to respond to this RFQ, the Consultant should have performed similar work and have relevant experience.

1-4. CONE OF SILENCE: You are hereby advised that this Request for Qualifications is subject to the "Cone of Silence," in accordance with Section 2-11.1(t)(a) of the Code of Miami-Dade County. From the time of advertising until the Interim City Manager issues a recommendation, there is a prohibition on communication with the City's professional staff. The Cone of Silence does not apply to oral communications at pre-bid conferences, oral presentations before evaluation committees, contract discussions during any duly noticed public meeting, public presentations made to the City Commission during any duly noticed public meeting, contract negotiations with the staff following the award of an RFQ, RFQ, RFLI or bid by the City Commission, or communications in writing at any time with the authorized City employee. A copy of all written communications must be filed with the Interim City Manager. Violation of these provisions by any bidder or proposer shall render any Request for Qualifications Transfer Station Development RFQ award, RFLI award, or bid award to said bidder or proposer void, and said bidder or proposer shall not be considered for any RFQ, RFQ, RFLI or bid for a contract for the provision of goods or services for a period of one year. All questions regarding this RFQ must be submitted in writing no less than five (5) business days before the proposal due date. All questions and comments should be directed to jflores@opalockafl.gov. Answers to all submitted questions will be posted on the City's web site.

1-5 PUBLIC RECORDS: Florida law provides that municipal records shall always be open for inspection by any person under §119, F.S., as amended from time to time; The Public Records law. Information and materials received by the City in connection with responses shall be deemed to be public records subject to public inspection. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: JOANNA FLORES AT (305) 953-2800, jflores@opalockafl.gov, 780 FISHERMAN STREET, OPA-LOCKA, FL 33054.

1-6 MAILING INSTRUCTIONS AND SUBMITTAL DEADLINE: Sealed proposals must be received no later than 2:00 p.m. local time on TBA, at Office of the City Clerk, 780 FISHERMAN STREET, OPA-LOCKA, FL 33054, 4th Floor. Each sealed proposal should be clearly marked and identified as follows: CITY OF OPA-LOCKA, "Safe Streets and Roads for all (SS4A) Comprehensive Action Plan". An original and six (6) copies for a total of seven (7) plus 1 copy of the proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City's Clerk Office and marked RFQ for Transfer Station Development. The responsibility for submitting a response and its receipt on or before the stated time and date will be solely and strictly the responsibility of the proposer. The city is in no way responsible for delays caused by any delivery system or caused by any other occurrence. Proposals received after the exact time and date stipulated above shall be non-responsive.

1-7 CITY OPTIONS: The City reserves and holds at its sole discretion the right and option to award a Contract(s) for the provision of Transfer Station Development. The Interim City Manager will report to the City Commission whether or not a contract award(s) is/are recommended. The City also reserves and holds at its sole discretion the following rights and options:

- To issue addenda/clarification to this RFQ.
- To reject or accept any and all submittals.
- To issue subsequent RFQ.
- To enter into contract negotiations.
- To wave technicalities.

1-8 AWARD OF CONTRACT: The City intends to select and make a recommendation for the award of a contract to the City Commission. The City Commission shall be the sole judge of the submittals that is/are in its best interest, and its decision is final. The terms of the contract shall be in accordance with the time requirements as set forth in this RFQ.

1-9 WRITTEN NOTICE TO PROPOSERS: All proposers will be e-mailed, at the time of tentative successful proposal selection, a notification of said selection.

1-10 NON-ASSIGNMENT: The selected firm shall not assign, transfer, convey, or otherwise hypothecate any interest, rights, duties, or obligations it will have under the contract to be awarded, without the prior written consent of the City. The City may, at its option, terminate the Agreement immediately upon notice of such action by the contractor.

1-11 INDEMNIFICATION AND HOLD HARMLESS: The selected firm shall indemnify and hold harmless the City, its agents, and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the proposer's performance of the contract. The selected firm shall also indemnify and hold harmless the City, its agents, and employees from and against all claims, damages, losses, and expenses arising from action of selected firm's employees on City's property or in the course of carrying out any

business related to the contract.

1-12. DEFAULT: Failure of the proposer to comply with any covenant of the contract to be awarded shall constitute a default, and the City may at its option terminate the contract thirty days after receipt by the proposer of written notice, unless said default is cured within such period.

1-13. CONTRACTUAL AGREEMENT: This RFQ and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. All legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-14. SELECTION PROCESS: The proposal will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the city from assigning work to any firm deemed responsive and responsible. The City reserves and holds at its sole discretion the right and option to award a Contract(s) for the provision of Transfer Station Development.

1-15. INSURANCE: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than \$1,000,000 per Occurrence/ \$2,000,000 Aggregate (Including Policy Number and Policy Period);
2. Evidence of Auto Liability coverage with limits not less than \$1,000,000 per Occurrence/\$1,000,000 Aggregate (Including Policy Number and Policy Period);
3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than \$100,000 (Including Policy Number and Policy Period);
4. The city listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);
5. Minimum 30 days written notice of cancellation.

1-16. LICENSES: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFQ submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-17. PUBLIC ENTITY CRIME: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business more than the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months

from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFQ proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-18. CODE OF ETHICS: If any Proposer violates or is a party to a violation of the code of ethics of the CITY or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposal for work, goods or services for the city.

1-19. PROTESTS: Protests of the plans, specifications, and other requirements of the Request for Qualifications and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-20. Termination for Convenience: A contract may be terminated in whole or in part by the city at any time and for any reason in accordance with this clause whenever the city determines that such termination is in the best interest of the city. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

II. NATURE OF SERVICES REQUIRED

a) Scope of Services

The City of Opa-locka (the “City”) is seeking a consultant who can not only provide the typical qualifications necessary in the development of the CSAP but also can provide pro-activeness, vision, innovation, and collaboration in examining and proposing strategies and recommendations that will ensure a reduction of fatal and serious crashes for all roadway users.

Outlined below is the scope of work that will guide the development of the CSAP. The City has included the following scope of work to provide interested consultants insight into project intent, context, coordination, responsibilities, and other elements to help facilitate proposal development.

This outline is not necessarily all-inclusive, and the consultant may include in the proposal any additional performance tasks that will integrate innovative approaches to successfully complete the CSAP. At a minimum, the consultant shall be expected to establish detailed outlines, analyses, assessments, and recommendations for the following tasks:

Task 1: Project Structure and Work Plan. Building on the scope of work presented in their proposal, and incorporating any relevant changes made during contract negotiations, the consultant will prepare a detailed workplan and the achievable timeline for the CSAP anticipated to be completed by September 2024. The work plan will outline the overall approach, as well as specific actions and activities that will occur during the project and how these will result in a successful conclusion to the study.

Task 2: Project Management and Coordination. The consultant shall be required to manage the study and coordination with any sub-consultants, as well as bear responsibility for all documentation and equipment needs. The consultant will identify a project lead from their team to act as the direct point of contact for the City’s project manager.

This task will also include regular progress meetings with the City, the preparation of monthly progress reports, documentation of travel and expense receipts, and the preparation and submission of invoices. When submitting progress reports, the consultant will be required to outline the following:

- Performed work.
- Upcoming tasks or milestones.
- Status of scope and schedule; and
- Any issues to be aware of.

The consultant shall be responsible for the preparation and coordination of all data collection, data analysis, technical memorandum, and draft documents for the City. The City of Opa-locka shall be responsible for coordinating and scheduling meetings and assisting the consultant in developing agendas. The consultant will be expected to work closely with the City on the coordination and distribution of materials to the City Council, general public as applicable to consultant work tasks, as well as be responsible for the recording of meeting minutes.

Task 3: Stakeholder and Public Engagement Program. The consultant will develop and implement a detailed stakeholder and public engagement program that seeks to gain authentic and meaningful public input from community members across the City. A strong emphasis shall be placed on equity and outreach to all city residents, businesses, and stakeholders. At a minimum, the stakeholder and public engagement program shall address the following:

- Identification of, and engagement activities for, key communities that may be disproportionately impacted by traffic risks and traditionally underserved by safety efforts.
- Specific activities for reaching identified stakeholder groups and engagement strategies that inform, involve, and empower stakeholders and the public.
- Examination of perceived safety culture and concerns in the City of Opa-locka.
- Timeline for stakeholder and public engagement activities.
- Communication methods for sharing information with residents and community members; and
- Strategy for effective and consistent messaging.

The consultant is encouraged to utilize creative methods, opportunities, and activities when collaborating, engaging, and informing stakeholders and the public, especially for residents disproportionately impacted and traditionally underserved.

Task 4: Data Collection and Review. The consultant will collect and review existing, programs, policies, and activities, and provide a summary of current efforts to address transportation safety in the City of Opa-locka. The consultant shall also review strategies that other cities and counties, are using to address safety, identify programs that have evidence of measurable success, and provide an assessment of the most effective and efficient methods used to achieve outcomes.

As part of this task, the consultant shall at minimum:

- Review existing local, regional, state, and federal plans, studies, and initiatives related to roadway safety improvements to identify opportunities to improve processes for prioritizing transportation safety and collaboration that could lead to improved effectiveness of safety analysis, project development, and implementation for jurisdictions in the Southern Florida Region.
- Conduct a peer review and comparison of the crash analyses of similar-sized cities. This review shall include, but is not limited to, a comparison based on crashes per VMT and crashes per capita, and exposure to risk/crash risk.

- Assess the quality and completeness of existing available data including crash, transportation, land use, and demographic data; and Develop recommendations based on literature, policy, and data review on best analysis strategies and data requirements.

Task 5: Safety Analysis. The consultant will conduct an analysis of existing safety conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across jurisdictions in the City of Opa-locka area. This safety analysis shall include an examination of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (personal motorists, bicyclists, pedestrians, freight, etc.). An analysis of systemic and specific safety needs shall also be performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, etc.). To the extent practical, the analysis shall include all roadways within the City of Opa-locka and sphere of influence, without regard for ownership.

Task 6: Transportation Equity Review. The consultant will perform a transportation equity review to better understand how current transportation systems, services, and decision-making processes impact the lives of all users, including underserved and underrepresented residents in the City of Opa-locka. This shall include an analysis of systems, services, and processes that support safe and easy-to-use multimodal options, amenities that are accessible to all populations for reaching destinations independently, and strategies to reduce socioeconomic disparities experienced by underserved and underrepresented residents/businesses.

As part of this task, the consultant shall develop and assess regional transportation indicators that easily measure transportation barriers in the City and/or potential structural inequalities that different population groups may face. These indicators shall include, at minimum:

- Accessibility.
- Connectivity.
- Effectiveness.
- Environment.
- Health.
- Mobility.
- Safety.
- Level of community engagement; and
- Other equity indicators, as required.

Task 7: Dashboard and Toolkit. The consultant will establish a process and create a publicly accessible tracking mechanism in the form of a dashboard or other appropriate format as a means to monitor safety outcomes and evaluate which safety measures are most effective throughout the City of Opa-locka. The consultant will also develop a safety toolkit with graphic visualizations that illustrate safety countermeasures, context-sensitive design solutions, and user educational components tailored for the region.

Task 8: Implementation Matrix. The consultant will develop an implementation matrix that identifies potential projects, strategies, and recommendations for future grant opportunities, measures that can be included in regular maintenance cycles, and potential updates to the City of Opa-locka area jurisdictions to better align with safety best practices. The implementation matrix will recognize the needs of all users of the local transportation system, potential projects that are feasible and applicable for grant funding, conceptual infrastructure improvements with estimated costs, and schedule for implementation.

Strategies and recommendations shall consider and outline fiscal and staff time resources necessary for a continued, sustained, and successful effort to achieve traffic safety goals and meet SS4A objectives after plan adoption. A project readiness timeline for each strategy and project shall be included for short-term (0-5 years), mid-term (5-10 years), and long-term (10+ years).

Task 9: Administrative Draft and Final Plan. The consultant will prepare an administrative draft of the CSAP for review and comment by the City Staff and City Council. This draft is to be provided as an electronic PDF to City Staff and Council members. Comments received from the Staff and Council will be incorporated into the final plan.

Upon final review and consent by all parties, the consultant will develop a final report that is visually appealing, easy for policymakers and stakeholders to understand, and communicate action plan strategies and recommendations. The report shall be able to be used both digitally and in hard copy format. This may take the form of separate print and web formats.

Specifically, the consultant shall develop a final report that:

- Is organized and communicates a clear message both graphically and with accompanying text.
- Is easy to read and understand; and
- Explains key implications as they relate to policies, programs, practices, strategies, infrastructure projects, funding, and other recommendations.

The consultant shall provide the City with appropriate presentation materials for final review and approval of the CSAP by the City Council and other jurisdictions as appropriate. The City of Opa-locka shall be responsible for presenting and achieving final recommendations and approval of the study. If the consultant wishes to include assistance with the final approval process in their scope of work, this shall be accounted for in the proposal.

Task 10: Executive Summary/Fact Sheet. Upon completion of the CSAP, the consultant shall develop a brief executive summary or fact sheet in PDF format which relays all pertinent information in an easy-to-follow format.

The summary shall be concise and highly graphic, highlighting major assumptions, strategies, and recommendations.

Task 11: Deliverables. Upon final project completion, the consultant will be responsible for providing a high-resolution document in PDF format. The consultant is also expected to provide the City with all data and study products. All meeting summaries and technical analyses shall be included as an appendix of the study.

NOTE: If the consultant wishes to modify or include additional tasks deemed necessary to complete the study, this must be agreed to by the City before issuing the notice to proceed.

b) General RFP Requirements

Sealed Cost Proposal. All proposals must be clearly identified and marked with the appropriate project name, inclusive of a separately sealed cost proposal per the requirements of this RFP. Cost proposals shall be based on an hourly “not to exceed” amount and shall follow the general format as provided within Exhibit A of this RFP. The City of Opa-locka may decide, in its sole discretion, to negotiate a price for the project after the selection committee completes its final ranking. Negotiation will begin with the Consultant identified as the most qualified per the requirements of this RFP, as determined in the evaluation/selection process. If the City is unable to negotiate a contract for services negotiations will be terminated and negotiations will begin with the next most qualified Consultant. This process will continue until a satisfactory contract has been negotiated.

Consultant Annual Audit Information for Indirect Cost. Consulting firms proposing to do work for the City of Opa-locka must have a current audit rate no older than fifteen (15) months from the close of the firm's Fiscal Year. Documentation of this audit rate must be provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for City of Opa-locka projects until the requirement is met. Firms that have submitted all the necessary information to the City and are waiting for the completion of the audit will be qualified to submit proposals for work. Information submitted by a firm that is incomplete will not qualify. Firms that do not have a current cognizant Federal Acquisition Regulations (FARs) audit of indirect cost rates must provide this audit prior to the due date of proposals. This documentation shall be attached with the sealed cost proposal. The submitted Indirect Rate MUST match the Indirect Rate on all invoicing.

Respondent Qualifications. Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the requested services within this RFP. Each respondent may also be required to show that similar work has been performed in a satisfactory manner and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent who is engaged in any work that would impair his or her ability to perform or finance this work.

Disadvantaged Business Enterprise. Pursuant to Department of Transportation policy and 49 CFR Part 23, the City supports the participation of DBE/MBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall make an effort to involve DBE/MBE businesses in this project. If the Consultant is a DBE/MBE, a statement indicating that the business is certified DBE/MBE in Florida shall be included within the proposal.

If the Consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the Subconsultant’s certification shall be included. The percent of the total proposed cost to be completed by the DBE/MBE shall be shown within the proposal. Respondents shall

substantiate (within proposal) efforts made to include DBE/MBE businesses.

US DOT Policy Statement on Bicycle and Pedestrian Accommodations. Consultants are advised to review and consider the US DOT Policy Statement on Bicycle and Pedestrian Accommodation issued in March of 2010 when developing written proposals.

c) Contents of Proposal

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the consultant seeking to provide comprehensive services specified herein for the City of Opa-locka, in conformity with the requirements of the RFP.

The proposal shall demonstrate the qualifications of the firm and its staff to undertake this project. It shall also specify the proposed approach that best meets the RFP requirements. The proposal must address each of the service specifications under the Scope of Work and Performance Tasks.

At a minimum, proposals shall include the following information:

- 1) **Contact Information.** Name, telephone number, email address, mailing address, and other contact information for the consultant's project manager.
- 2) **Introduction and Executive Summary.** This section shall document the firm name, business address (including telephone, email address(es), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major features that may differentiate this proposal from others, if any.
- 3) **Work Plan and Project Approach Methodology.** Proposals shall include the following, at minimum:
 - a) Detailed work plan identifying the major tasks to be accomplished relative to the requested study tasks and expected product as outlined in this RFP.
 - b) Timeline for completion of the requested services, including all public outreach and stakeholder meetings, identifying milestones for the development of the project, and completion of individual tasks.
 - c) List of projects with similar size, scope, type, and complexity that the proposed project team has successfully completed in the past.
 - d) List of the proposed principal(s) who will be responsible for the work, proposed Project Manager, and project team members (with resumes).
 - e) Breakout of hours for each member of the team by major task area, and an overall indication of the level of effort (percentage of overall project team hours) allocated to each task. Note that specific budget information is to be submitted in a sealed cost proposal as described in General RFP Requirements.

- f) List of any subcontracted agencies, the tasks they will be assigned, the percentage of work to be performed, and the staff that will be assigned.
 - g) List of client references for similar projects described within the RFP.
 - h) Required Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE) Firms' participation documentation, if applicable; and
 - i) Ability of the firm to meet required time schedules based on current and known future workload of the staff assigned to the project.
- 4) **Signature.** Proposals shall be signed electronically by an authorized member of the firm/project team.
- 5) **Attachments.** Review, complete, and submit the completed versions of the following RFP Attachments with the proposal:
- Exhibit A – Additional Resources (review only)
 - Exhibit B – Title VI Assurances – Federal Clauses (review only)
 - Exhibit C – Cost Proposal Form (complete and submit

III. PROJECT SCHEDULE/CALENDAR EVENTS

EVENT	DATE/LOCATION
Release Date	TBA
Pre-Bid Meeting	TBA
Written Questions Due	TBA @ 5:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFQ No: Bid Questions"
Response to Questions	TBA @ 5:00pm
Due Date/Bid Opening	TBA @ 2:00 pm at: City of Opa-locka Clerk Office 780 Fisherman Street, 4th Floor Opa-locka, Florida 33054 OR Electronic Bid on www.Demandstar.com
EVALUATION: Evaluation Committee Meeting (Open to the Public).	TBA
Award Letter Recommendation	TBA
Post Award	TBA

a) Project Development (Major Milestones)

- Project Start-Up/Mobilization: Week of **TBD**
- Planned Draft Action Plan Completion: **TBD**
- Final Action Plan Completion: September 2024
- Planned Action Plan Adoption: October 2024
- Final Invoices Received: December 2024

IV. SUBMITTIAL INFORMATION

DELIVERY OF PROPOSALS

Proposals must be submitted in a sealed envelope plainly marked on its outside with “SS4A Comprehensive Safety Action Plan” and/or Online through Demand Star. Proposals shall be received until (TBD) local time on TBD at the City of Opa-locka Office, 780 Fisherman Street 4th floor Opa-locka FL 33054.

A PDF of the proposal may be mailed or delivered by USB. Sealed cost proposals shall be submitted as hard copies. Hard copies of the sealed cost proposals may either be hand delivered or shipped to ensure timely delivery to the project manager as defined below:

All proposals received by TBD will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to apply. Respondents must submit one PDF copy of the proposal. The full length of each proposal should not exceed 45 pages; including any supporting material, charts, or tables. Facsimiles will not be accepted. Proposals received after the stated date and time, or at a different location, will not be accepted for consideration.

V. EVALUATION AND SELECTION PROCESS

a) Review of Proposals

Proposals will be reviewed and evaluated by a committee of City Staff. The top firms may be invited to present their proposals to the evaluation committee in the City of Opa-locka, Miami Dade County. Based upon the proposals submitted and the firm presentations, the committee will select the proposal which best meets the City's requirements.

Proposals must be submitted in a sealed envelope plainly marked on its outside with "SS4A Comprehensive Safety Action Plan". Proposals shall be received until **TBD** pm local time on **TBD** at the City of Opa-locka Office, or through Demand Star.

b) Evaluation Criteria

Evaluation considerations will include the following:

- 1) Responsiveness of the proposal in clearly stating the understanding of the work to be performed in demonstrating the intention and ability to perform the work.
- 2) Cost. Although a significant factor, cost will not be the primary factor in the selection of a consulting firm.
- 3) The consultant's related experience with similar projects, including the consultant's ability, familiarity, and involvement in handling similar types of activities.
- 4) Specific qualifications of the consultant's project manager and key staff's experience related to the development of similar studies. The consultant's understanding of the project scope and knowledge of local/regional issues related to the study.
- 5) The consultant's project understanding, proposed project approach and methodology, project work plan, and project management techniques. The consultant's current workload, availability of key personnel, and record of past performance.
- 6) The consultant or subconsultant is documented as a Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE).

The City reserves the right to utilize the additional services of the selected consultant in specialized areas as appropriate. Notification of acceptance or rejection by the City will be made to all firms.

The city of Opa-locka reserves the right to waive informalities and to reject any and all proposals. This RFP does not commit the city to award a contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services. The city also reserves the right to waive minor irregularities in any proposal.

The City of Opa-locka reserves the right to negotiate with any qualified source or to cancel in part or in its entirety this RFP if it is in the best interest of the City to do so. The City may require the selected consultant to participate in negotiations, and submit such costs, technical or other information that may result from these negotiations.

As appropriate, indemnification provisions will be incorporated in the agreement that will be executed between the provider selected and the city.

Categories	Points
Category 1. Experience: Experience working with public and private sector (minimum of 5 years of experience).	40
Category 2. SOW: The ability to meet the defined scope of work, plan, project approach, and methodology. References: three (3) required.	30
Category 3. Key Staff: Qualifications of the Project Team.	10
Category 4. The consultant or subconsultant is documented as a Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE).	10
Category 5. Fee schedule: Cost of proposal	10
TOTAL	100

VI. CONTRACT

a) Agreement for Services

The successful offer shall be required to enter into an Agreement of Services with the city of Opa-locka. The scope of work, terms and conditions, and other express requirements set forth in this RFP shall be incorporated by reference into the actual executed Agreement for Service upon award. Where there is a conflict between the terms of the Agreement and the express, stringent, or particular terms set forth in the RFP, the provision or requirement set forth in the RFP shall control.

b) Insurance Requirements

The selected firm must provide a certificate of endorsement naming the City of Opa-locka as additional insured complying with insurance requirements listed in the attached Sample Agreement.

ATTACHMENT A

Additional Resources

Respondents are encouraged to review project planning resources on the SS4A website at <https://www.transportation.gov/grants/SS4A/resources>.

ATTACHMENT B
Title VI Assurances

Prospective consultants shall be aware of the following contractual requirements regarding compliance with Title VI shall they be selected pursuant to this RFP:

1) Compliance with Regulations. The consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).

2) Nondiscrimination. The consultant, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the consultant of the contractor's obligations to the City and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**.

4) Information and Reports. The consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Opa-locka or Miami-Dade to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the City of Opa-locka, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) Sanctions for Noncompliance. In the event of the consultant's noncompliance with the nondiscrimination provisions as outlined herein, City of Opa-locka shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:

a) Withholding of payments to the consultant under the contract until the consultant complies; and/or

b) Cancellation, termination, or suspension of the contract, in part or in whole.

6) Incorporation of Title VI Provisions. The consultant shall include the provisions of Section XIII, paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The consultant shall take such action with respect to any subcontract or procurement as the U.S. Department of Transportation, or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the consultant may request the City of Opa-locka enter into such litigation to protect the interests of the City and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

** The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 USC 324; age, 42 USC 6101; disability/handicap, 29 USC 790; and low income, EO 12898.

ATTACHMENT C
COST PROPOSAL FORM

1	Direct Labor	Hours		Rate		Project Cost	Total
	Name, Title, Function	0.00	X	\$ -	=	\$ -	\$ -
		0.00	X	\$ -	=	\$ -	\$ -
		0.00	X	\$ -	=	\$ -	\$ -
		0.00	X	\$ -	=	\$ -	\$ -
		0.00	X	\$ -	=	\$ -	\$ -
		0.00	X	\$ -	=	\$ -	\$ -
		0.00	X	\$ -	=	\$ -	\$ -
		0.00	X	\$ -	=	\$ -	\$ -
		0.00	X	\$ -	=	\$ -	\$ -
SUBTOTAL						\$ -	\$ -
2	Overhead/Indirect (expressed as indirect rate x direct labor)					\$ -	\$ -
3	Subcontractor Cost					\$ -	\$ -
4	Materials and Supplies Cost					\$ -	\$ -
5	Travel Cost					\$ -	\$ -
6	Fixed Fee					\$ -	\$ -
7	Miscellaneous Costs					\$ -	\$ -
TOTAL COST (not to exceed \$200,000.00)						\$ -	\$ -

ATTACHMENT D

USDOT SS4A PLAN DEVELOPMENT - ELEMENTS FOR A SS4A ACTION PLAN

A complete Action Plan will include the following tasks:

A successful CSAP will demonstrate engagement with a variety of public and private stakeholders and seek to adopt innovative technologies and strategies to:

- Promote safety to prevent death and serious injuries on public roadways for all road users;
- Employ low-cost, high-impact strategies that can improve safety over a wider geographic area;
- Ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities;
- Incorporate evidence-based projects and strategies and adopt innovative technologies and strategies;
- Demonstrate engagement with a variety of public and private stakeholders; and
- Align with the USDOT's mission and with priorities such as safety, equity, and Justice 40, climate change and sustainability, quality job creation, and economic strength and global competitiveness.

A completed CSAP will allow the City and member entities to seek implementation grant awards for projects and strategies that save lives and reduce roadway fatalities and serious injuries; incorporate equity, engagement, and collaboration into how projects and strategies are executed; use effective practices and strategies; and consider climate change, sustainability, and economic competitiveness in project and strategy implementation.

Leadership Commitment and Goal Setting

An official public commitment (e.g., resolution, policy, ordinance, etc.) by a high-ranking official and/or governing body (e.g., Mayor, City Council, City Staff, Residents, etc.) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following: (1) the target date for

achieving zero roadway fatalities and serious injuries, OR (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.

- Are both of the following true:
 - a. Did a high-ranking official and/or governing body in the jurisdiction publicly commit to an eventual goal of zero roadway fatalities and serious injuries?
 - b. Did the commitment include either setting a target date to reach zero, OR setting one or more targets to achieve significant declines in roadway fatalities and serious injuries by a specific date?

Planning Structure

A committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.

- In development of the CSAP, a committee, task force, implementation group, or similar body established and charged with the plan's development, implementation, and monitoring.

Safety Analysis

Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across the City of Opa-locka. Includes an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, transit users, etc.). Analysis of systemic and specific safety needs is also performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, etc.). To the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a high-injury network or equivalent).

- Does the Action Plan include all of the following?
 1. Analysis of existing conditions and historical trends to baseline the level of crashes involving fatalities and serious injuries across the City.
 2. Analysis of the location(s) where there are crashes, the severity, as well as contributing factors and crash types;

3. Analysis of systemic and specific safety needs is also performed, as needed
(e.g., high risk road features, specific safety needs of relevant road users; and
4. A geospatial identification (geographic or locational data using maps) of higher risk locations.

Engagement and Collaboration

Robust engagement with the public and relevant stakeholders, including the private sector and community groups, allows for both community representation and feedback. Information received from engagement and collaboration is analyzed and incorporated into the Action Plan. Overlapping jurisdictions are included in the process. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practical.

- Did the Action Plan development include all of the following activities?
 1. Engagement with the public and relevant stakeholders, including the private sector and community groups;
 2. Incorporation of information received from the engagement and collaboration into the plan; and
 3. Coordination that included inter- and intragovernmental cooperation and collaboration, as appropriate.

Equity Considerations

Plan development using inclusive and representative processes. Underserved communities are identified through data and other analyses in collaboration with appropriate partners. The analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies.

- Did the Action Plan development include all of the following?
 1. Considerations of equity using inclusive and representative processes;
 2. The identification of underserved communities through data; and
 3. Equity analysis, in collaboration with appropriate partners, focused on initial equity impact assessments of the proposed projects and strategies, and population characteristics

Policy and Process Changes

Assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.

- Are both of the following true?
 1. The plan development included an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety; and
 2. The plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards.

Strategy and Project Selections

Identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence, and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a Safe System Approach, and effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations are identified and mitigated. Once identified, the list of projects and strategies is prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explain the prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.

- Does the plan identify a comprehensive set of projects and strategies to address the safety problems identified in the Action Plan, time ranges when the strategies and projects will be deployed, and explain project prioritization criteria?

Progress and Transparency

Method to measure progress over time after an Action Plan is developed or updated, including outcome data. Means to ensure ongoing transparency is established with residents and other relevant stakeholders. Must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries, and public posting of the Action Plan online.

- Does the plan include all of the following?
 1. A description of how progress will be measured over time that includes, at a minimum, outcome data.
 2. The plan is posted publicly online.



ATTACHMENT E

PROPOSER QUALIFICATIONS

The Proposer, as a result of this proposal, **MUST** hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information **MUST** be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

7. The length of time (continuous) in business as a service organization in Florida:
_____ years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



ATTACHMENT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:
 - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.
 - A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
 - B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.
 - D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____



ATTACHMENT G
DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Name)

_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature



ATTACHMENT H NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPONENT that has submitted the attached proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title



ATTACHMENT I

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

Sworn and subscribed before this

____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires:_____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

ATTACHMENT J

E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONTRACTOR TO RELOCATE AND INSTALL THE SEWER GRAVITY MAIN LOCATED ALONG NW 133RD STREET, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") provides sanitary sewer collection services to several commercial properties along 133rd Street, between 43rd and 42nd Avenues. This service is provided through approximately 300 linear feet (LF) of 6-inch PVC pipe (from manhole MH 16-13 to manhole MH 16-12) that directs the flow west and south towards pump station PS-16 within the City; and

WHEREAS, the existing sanitary sewer line is located within a swale on the north side of 133rd Street, within the City and has one active 6-inch private lateral connection (approximately 250 LF) to manhole MH 16-13; and

WHEREAS, the Interim City Manager is requesting that the City Commission approve a Request for Proposals for a qualified contractor to relocate and install the sewer gravity main as the project seeks to relocate the sanitary sewer main to the centerline of the right of way (ROW) and reconnect the lateral services to the new sewer main; and

WHEREAS, it is anticipated that the new gravity main will have a total length of approximately 600 L.F., the extension from 300 L.F. to 600 L.F. will provide access to sewer services for additional commercial properties currently on septic systems and relocation to the center of the road will facilitate greater access; and

WHEREAS, in 2021 the City entered into a design services contract with 300 Engineering for the design and engineering services for the relocation of the sanitary sewer gravity main for a total amount of Sixty-Four Thousand Seven Hundred Seventy-Five Dollars (\$64,775.00); and

WHEREAS, the intent of this item is to issue a request for Construction Services to relocate and install the Sewer Gravity Main located along NW 133rd

Street with a budget not to exceed Four Hundred Thousand Dollars (\$400,000.00) for the completion of the project including all costs and not limited to special circumstances and/or additional services or tasks related to the project; and

WHEREAS, the Interim City Manager recommends that the City Commission authorize the issuance of a Request For Proposals (RFP) to relocate and install the Sewer Gravity Main located along NW 133rd Street; and

WHEREAS, the Interim City Manager recommends that the City Commission further authorize spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to authorize the Interim City Manager to issue an RFP to relocate and install the Sewer Gravity Main located along NW 133rd Street within the City and to further authorize spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary.

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

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to issue Request for Proposals (RFP), attached hereto as Exhibit "A", for provision of a qualified contractor to relocate and install the Sewer Gravity Main located along NW 133rd Street within the City and to further authorize spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary.

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

Section 4. 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 _____, 2023.

John H. Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Manager:	Adelina Gross		Department Director Signature:	DocuSigned by: <i>Adelina Gross</i> EC5929C4FFB9414...	
Interim City Manager:	Darvin Williams		CM Signature:		
Commission Meeting Date:	10/11/2023	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes X	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
			Public Hearing: (Enter X in box)	Yes X	No X
Funding Source: Account#: 19-515491	(Enter Fund & Dept.) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes	No X
Contract/P.O. Required: (Enter X in box)	Yes X	No	RFP/RFQ/Bid#:		
Strategic Plan Related (Enter X in box)	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: (list the specific objective/strategy this item will address)	
Sponsor Name	City Manager		Department: Capital Improvements Program	City Manager	

Short Title:

RFP for Sanitary Sewer Gravity Main Relocation along 133rd Street Construction

Staff Summary:

The City provides sanitary sewer collection services to several commercial properties along 133rd Street, between 43rd and 42nd Avenues. This service is provided through approximately 300 LF of 6-inch PVC pipe (from manhole MH 16-13 to manhole MH 16-12) that directs the flow west and south towards pump station PS-16. The existing sanitary sewer line is located within a swale on the north side of 133rd Street and has one active 6-inch private lateral connection (approximately 250 LF) to manhole MH 16-13. The project seeks to relocate the sanitary sewer main to the centerline of the right of way (ROW) and reconnect the lateral services to the new sewer main. The project seeks to relocate the sanitary sewer main to the centerline of the right of way (ROW) and reconnect the lateral services to the new sewer main. It is anticipated that the new gravity main will have a total length of

approximately 600 LF. The extension from 300 L.F. to 600 L.F. will provide access to sewer services for additional commercial properties currently on septic systems and relocation to the center of the road will facilitate greater access.

In 2021 the City entered into a design services contract with 300 Engineering for the design and engineering services for the relocation of the sanitary sewer gravity main for a total amount of \$64,775.00

The intent of this item is to issue a request for Construction Services to relocate and install the Sewer Gravity Main located along NW 133rd Street with a budget not to exceed \$400,000.00 for the completion of the project including all costs and not limited to special circumstances and/or additional services or tasks related to the project.

Financial Impact - Funding for the Sewer Gravity Main Relocation project is included in the FY 24 Budget. For the purpose of obtaining broad dissemination of this solicitation and to ensure a wide range of qualified bidders are aware of this opportunity, print media may be used in addition to electronic media at a cost not to exceed \$3,000. This expenditure will be funded in the Non-Department Division, Other Advertising (19-515491) which has an available balance of \$25,000.

Proposed Action:

Staff recommends the issuance of a Request for Proposals for the installation of a new gravity sewer main of 8-inch diameter to be placed in the roadway instead of the temporary 6-inch pipe that is now in place.

Attachment:

1. Agenda
2. RFP Set
3. Design Permit Plan Set
4. Construction Specifications
5. Engineer's Opinion of Probable Cost
6. Resolution 21-9931 for engineering and design services

THE CITY OF OPA-LOCKA
OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

TO THE COMMISSION OF THE CITY OF OPA-
LOCKA, FLORIDA

Ladies and Gentlemen:

The undersigned bidder proposes to furnish all labor, tools, material and supplies, and to sustain all the expense incurred in doing the work set forth below that may be awarded the undersigned by the City of Opa-Locka, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the Office of the City Engineer of Opa-Locka, which are referred to below and made a part hereof, at the following combination of lump sum prices:

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
1.	Lump Sum (Divided into 2 or 4 payments See Measurement and Payment for Conditions)	For performing preparatory work and operations in mobilizing for beginning the work of the Project, but excluding materials and permit costs, both of which are paid under other payments items, the lump sum of _____ Dollars and _____ Cents	\$ _____
2.	525 LF	For selling and delivering to the City 8" PVC (C-900) pipe and fittings for Gravity Sewer, the price per lineal foot of _____ Dollars and _____ Cents	\$ _____
3.	525 LF	For installing 8" PVC (C-900) pipe and fittings for Gravity Sewer, the price per lineal foot of _____ Dollars and _____ Cents	\$ _____

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
4.	55 LF	For selling and delivering to the City 6" PVC (C-900) Gravity Sewer pipe and fittings for sanitary laterals, the price per lineal foot of _____ Dollars and _____ Cents	\$ _____
5.	55 LF	For installing 6" PVC (C-900) Gravity Sewer pipe and fittings for sanitary laterals, the price per lineal foot of _____ Dollars and _____ Cents	\$ _____
6.	3 Units	For selling and delivering to the City precast manholes, including rims and covers, for the installation of the 8" gravity sewer, the unit price of _____ Dollars and _____ Cents	\$ _____
7.	3 Units	For installing precast manholes, including rims and covers, according to plans for gravity sewers as per drawings, the unit price of _____ Dollars and _____ Cents	\$ _____
8.	Lump Sum	For making a connection of 8" gravity sewer to an existing sewer manhole at: NW 133 rd Street (STA 11+62.58±) including core and drill, as shown on the Plans, complete, the price per lump sum of _____ Dollars and _____ Cents	\$ _____

BP-2

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
9.	3 Units	For selling and delivering to the City 6" sanitary sewer cleanout assemblies, including rims and covers, the unit price of _____ Dollars and _____ Cents	\$ _____
10.	3 Units	For installing 6" sanitary sewer cleanout assemblies as per drawings, the unit price of _____ Dollars and _____ Cents	\$ _____
11.	Lump Sum	For plugging and grouting the existing sanitary sewer pipe, the lump sum price of _____ Dollars and _____ Cents.	\$ _____
12.	290 CY	For the excavating of existing backfill material at the project site location, the price per cubic yard of _____ Dollars and _____ Cents.	\$ _____
13.	65 CY (Contingent Item)	For furnishing and placing suitable Backfill required for gravity sewer placement, the price per cubic yard of _____ Dollars and _____ Cents.	\$ _____

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
14.	350 SY (Contingent Item)	For milling (nominal 1 inch thick), surface course for permanent paving repairs, the price per square yard of _____ Dollars and _____ Cents.	\$ _____
15.	350 SY	For furnishing and installing limerock base for Type "I" permanent paving repairs as per details provided in plans, the price per square yard of _____ Dollars and _____ Cents.	\$ _____
16.	350 SY	For constructing for Type "I" permanent paving repairs as per details provided in plans, the price per square yard of _____ Dollars and _____ Cents.	\$ _____
17.	Lump Sum	For replacing pavement markings damaged, removed, or obliterated by the contractor's operation, the lump sum price of _____ Dollars and _____ Cents.	\$ _____

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
18.	410 SY (Contingent Item)	For restoring sodded area, the price per square yard of _____ Dollars and _____ Cents.	\$ _____
19.	Lump Sum	For providing full Traffic Control during construction, Maintenance of Traffic, the lump sum price of _____ Dollars and _____ Cents.	\$ _____
20.	1590 SF (Contingent Item)	For sheeting and shoring ordered left in place by the Engineer, the price per square foot of _____ Dollars and _____ Cents.	\$ _____
21.	290 CY (Contingent Item)	For removal, transport and legal disposal of unsuitable backfill materials, including tipping fees, the price per cubic yard of _____ Dollars and _____ Cents.	\$ _____
22.	Sub-Total – Bid Items 1 through 21	\$ _____	

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
23.	Dedicated Allowance	For providing uniformed, off-duty policemen for the purpose of maintenance of traffic, the aggregate sum of _____ Dollars and _____ Cents.	\$ _____
24.		For all cost of required permit fees, impact fees, <u>if required by the Engineer,</u> the sum of 5% of the Subtotal, Item 22 $(0.05) \times (\text{Subtotal, Item 22})$ _____ Dollars and _____ Cents.	\$ _____
25.		For unforeseen conditions, for minor construction changes and for quantity adjustments, <u>if ordered by the Engineer,</u> the sum of 10% of the Subtotal, Item 22 $(.10) \times (\text{Subtotal, Item 22})$ _____ Dollars and _____ Cents.	\$ _____
26.	TOTAL BID – (Sum of Bid Item Nos. 22, 23, 24 and 25)	\$ _____	

Note: For a detailed description of each Quotation Item, refer to Section 01025 of the Specifications entitled "Measurement and Payment.

THE CITY OF OPA-LOCKA
OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

The City of Opa-Locka reserves the right to waive any informality in any bid and to reject any or all bids.

TOTAL BASE BID PRICE FOR PROPOSAL (ITEMS 1 THROUGH 23): \$ _____
(FIGURES)

_____ Dollars and
_____ Cents

AMOUNTS SHALL BE SHOWN ON BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BASE BID.

Bidder acknowledges that included in the various items of the bid proposal and in the TOTAL BASE BID PRICE are costs for complying with the Florida Trench Safety Act, F.S. 553.60 et. seq. The Bidder by signing and submitting the Trench Safety Act Compliance Statement is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards.

Contract award shall be based upon the total base bid price, as identified above, by the lowest responsive, responsible bidder.

FIRM NAME (PRINT)

BIDDER'S SIGNATURE



300 Engineering Group, LLC
Gravity Sewer Main Relocation Along NW 133rd Street
Engineer's Opinion of Probable Cost
Permit Set



Date: 08/21/2023

A - CONSTRUCTION ITEMS					
Item No.	Description	Estimated Quantity	Unit	COST/UNIT	Total
1	Furnish and install 8" PVC C-900 pipe and fittings for sewer gravity main	525	LF	\$155.00	\$81,375.00
2	Furnish and install 6" PVC C-900 pipe and fittings for sanitary laterals	55	LF	\$150.00	\$8,250.00
3	Furnish and install sewer manholes, Type J, Alt. A	3	EA	\$16,500.00	\$49,500.00
4	Connection of an 8" PVC gravity main to an existing sewer manhole	1	EA	\$5,000.00	\$5,000.00
5	Furnish and install 6" sanitary sewer cleanout assemblies	3	EA	\$2,500.00	\$7,500.00
6	For plugging and grouting the existing sanitary sewer pipe from NW 42rd Avenue to NW 43rd Avenue	1	LS	\$4,500.00	\$4,500.00
7	Excavation of existing backfill material at project site	290	CY	\$30.00	\$8,700.00
8	Furnish and install additional suitable backfill material (Contigent Item)	65	CY	\$60.00	\$3,900.00
9	For milling (nominal 1 inch thick), surface course for permanent paving repairs (Contingent item)	350	SY	\$5.00	\$1,750.00
10	Construction of limerock base for Type "I" permanent pavement repairs	350	SY	\$25.00	\$8,750.00
11	Construction of Type "I" asphaltic concrete surface course permanent pavement repairs	350	SY	\$35.00	\$12,250.00
12	Replacement of pavement markings damaged, removed or obliterated by the Contractor's operation (Contigent Item)	1	LS	\$4,000.00	\$4,000.00
13	Restoration of sodded area (Contingent item)	410	SY	\$15.00	\$6,150.00

A - CONSTRUCTION ITEMS					
<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>COST/UNIT</u>	<u>Total</u>
14	For sheeting and shoring ordered left in place by the Engineer (Contigent Item)	1590	SF	\$20.00	\$31,800.00
15	Removal, transport and legal disposal of unsuitable backfill materials, including tipping fees. (Contigent Item)	290	CY	\$50.00	\$14,500.00

SUBTOTAL 1 - CONSTRUCTION COSTS: \$247,925.00

B - OTHER DIRECT COSTS			
(1). MOBILIZATION AND DEMOBILIZATION (PERCENTAGE OF 1) :		10.0%	\$24,792.50
SUBTOTAL B - OTHER DIRECT COSTS:			\$24,792.50
CONSTRUCTION SUBTOTAL (A + B):			\$272,717.50
C - ALLOWANCES			
C.1 DEDICATED ALLOWANCE			
PERMIT FEES, INSPECTIONS (PERCENTAGE OF A+B):		3%	\$8,181.53
MAINTENANCE OF TRAFFIC		5.0%	\$13,635.88
DEDICATED ALLOWANCE: FOR PROVIDING UNIFORMED, OFF-DUTTY POLLICE OFFICERS FOR THE PURPOSE OF MAINTENANCE OF TRAFFIC			Included in MOT
C.2 CONTINGENCY ALLOWANCE			
FOR UNFORSEEN CONDITIONS, MINOR CONSTRUCTION CHANGES, AND QUANTITY ADJUSTMENTS AS ORDERED BY THE ENGINEER (PERCENTAGE OF A+B):		10.0%	\$27,271.75
SUBTOTAL C - ALLOWANCES			\$49,089.15
TOTAL VALUE OF CONSTRUCTION COST ESTIMATE (A + B + C):			\$321,806.65

Note: Prices listed herein are based on market conditions for August 2023. These prices are subject to change due to supply chain disruptions, COVID-19 pandemic aftermath and inflation .

CITY OF OPA-LOCKA

GRAVITY SEWER MAIN RELOCATION

ALONG N.W. 133rd STREET BETWEEN

N.W. 42nd AVENUE AND N.W. 43rd

DECEMBER 2022



APPROVED BY

Miami-Dade County
Department of Regulatory and Economic Resources
Environmental Resources Management
Sewerage Facilities Only

2022 -SEW-EXT- 523 Date: 4/25/2023

For the Director:

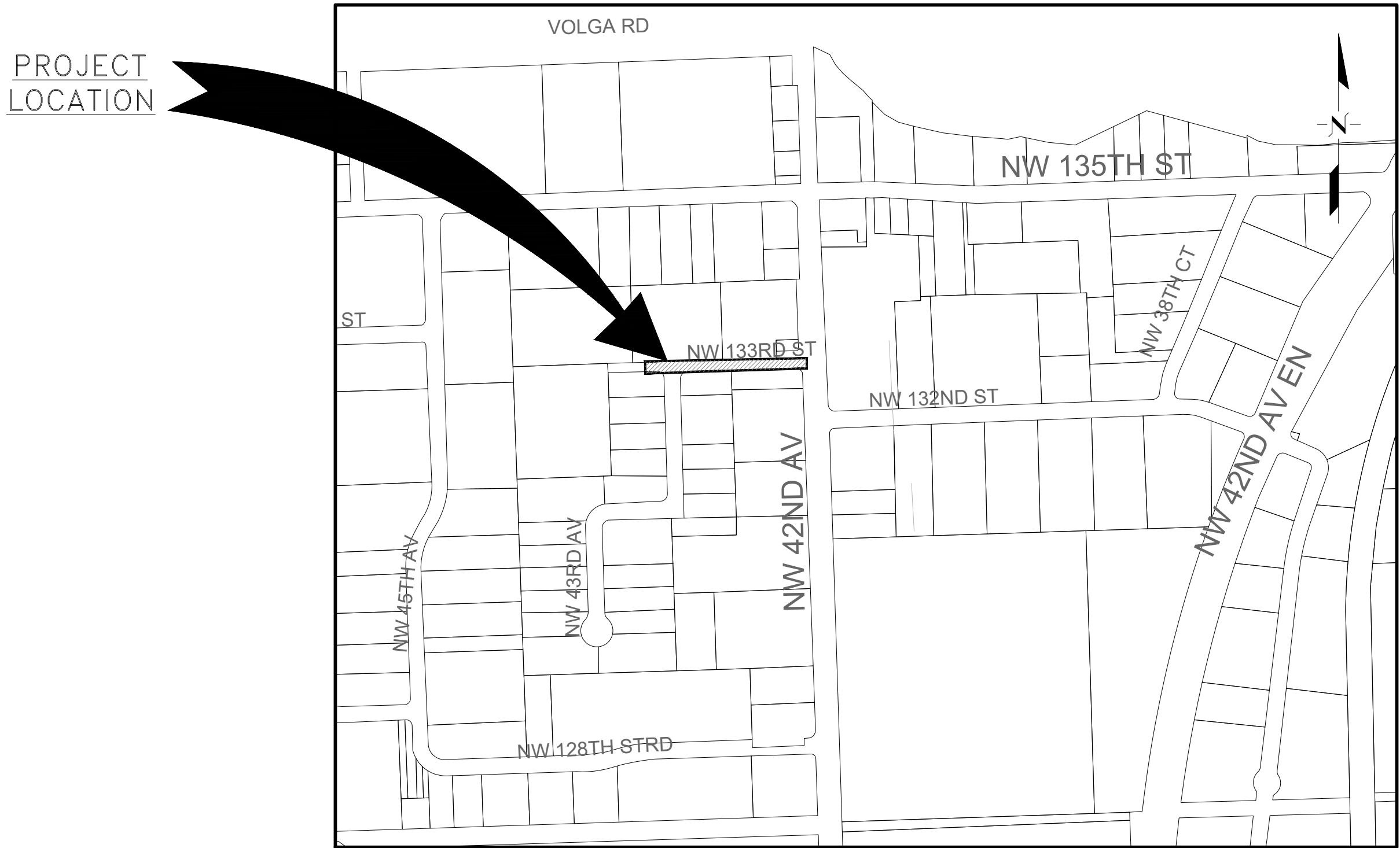
Note: This Approval is not intended to cover structural design

TEST REQUIRED

Permittee MUST notify RER-DEEM before field test is performed for:

☒ Exfiltration ☐ Pressure ☐ Pump Station Start-Up

Note: Refer to Permit Conditions



LOCATION PLAN
PORTION OF NW ¼ OF SECTION 29, TOWNSHIP 52, RANGE 41 EAST,
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA.
N.T.S.

COMMUNITY OFFICIALS
VERONICA J. WILLIAMS, MAYOR

JOHN H. TAYLOR JR., VICE MAYOR
DR. SHERELEAN BASS, COMMISSIONER
CHRIS DAVIS, COMMISSIONER
AUDREY DOMINGUEZ, COMMISSIONER

CITY OF OPA-LOCKA

☒ APPROVED
☐ APPROVED AS CORRECTED
☐ REVISE AND RESUBMIT
☐ REJECTED
☐ FOR INFORMATION ONLY

REVIEWED BY:

DATE: 12-9-22 **Airia Austin**
Public Works Director

Digitally signed
by Reinaldo J.
Rivera-Reyes
Date: 2022.12.08
08:13:41 -05'00'



Reinaldo J. Rivera, P.E.
Civil Engineer
State of Florida - License No. 83476
2222 Ponce de Leon Blvd Suite 300
Miami, FL 33134
(305) 753-2605

AIRIA AUSTIN
PUBLIC WORKS & CIP DIRECTOR
CITY OF OPA-LOCKA PUBLIC WORKS
DEPARTMENT
780 FISHERMAN STREET
OPA-LOCKA, FL 33054



S.S.O.C.O.F. DESIGN TICKET No. 342105334



300 ENGINEERING GROUP, L.L.C.
2222 PONCE DE LEON BLVD SUITE
300 CORAL GABLES, FL 33134
305.602.4602
www.300engineering.com

PERMIT SET			
A.D.	D.S.	R.R.	PROJECT No.: 19-00098
SR. PROG. MGR.	ENG. HEAD	CONST. HEAD	PCTS No.:
DRAWN: R.E.	DATE: 12/05/2022	SHEET 1 OF 4	
FILE NAME: COVER.DWG		DWG. No.	COVER SHEET

GENERAL NOTES

1. CONTRACTOR TO NOTIFY SUNSHINE STATE ONE CALL OF FLORIDA, INC. BY CALLING 811 AT LEAST 48 HOURS PRIOR TO EXCAVATION WORK.
2. ALL UTILITY COMPANIES WITHIN THE CONSTRUCTION AREA MUST BE NOTIFIED, INCLUDING THE FOLLOWING:
- AT&T - COMCAST CABLE
 - CITY OF OPA-LOCKA (UTILITIES AND FACILITIES PUBLIC WORKS DEPARTMENT)
 - DADE COUNTY PUBLICS WORK - DADE FLORIDA POWER & LIGHT
 - MIAMI-DADE WATER & SEWER
3. CONTRACTOR IS TO FIELD VERIFY THE ELEVATION, TYPE OF PIPE AND LOCATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION.
4. EXISTING UNDERGROUND UTILITIES ON THE DRAWINGS HAVE BEEN SHOWN BASED UPON THE BEST AVAILABLE INFORMATION. THE ENGINEER AND THE CITY DO NOT GUARANTEE THE ACCURACY OR THE INCLUSIVENESS OF THIS DATA. THE CONTRACTOR IS REQUIRED TO MARK AND CLEARLY DELINEATE LOCATIONS OF EXISTING UTILITIES WITHIN AREAS OF WORK PRIOR TO EXCAVATION TO AVOID DAMAGE. THE CONTRACTOR SHALL MAKE ALL REASONABLE EFFORTS TO IDENTIFY, LOCATE AND MARK EXISTING UTILITIES BY FIELD VERIFICATION (E.G. SOFT DIGGING) COORDINATION WITH UTILITY COMPANIES AND ELECTRONIC OR OTHER SUCH DETECTION TECHNOLOGY AND MEANS AND SHALL BEAR ALL COSTS FOR THIS WORK.
5. THE CONTRACTOR MUST HAND EXCAVATE AROUND AREAS WHERE EXISTING UNDERGROUND UTILITIES ARE EXPECTED OR SUSPECTED IN ORDER TO AVOID DAMAGES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPAIRS AND COSTS TO CORRECT DAMAGES RESULTING FROM FAILURE TO TAKE ALL NECESSARY PRECAUTIONS INCLUDING LOCATING, MARKING AND CAREFUL EXCAVATION. CONTRACTOR SHALL LOCATE ALL SPRINKLERS, ELECTRICAL, SANITATION, STORMWATER, COMMUNICATION AND WATER LINES IN AREA OF WORK AND SHALL CUT AND RELOCATE SPRINKLERS AND SPRINKLERS WATER LINES AS NECESSARY TO COMPLETE THE WORK. CONTRACTOR TO REPAIR OR HAVE REPAIRED ANY EXISTING UTILITY LINE DAMAGED DURING WORK. LOCATION OF SPRINKLER LINES AND HEADS WERE NOT PROVIDED TO THE ENGINEER AND THEREFORE ARE NOT SHOWN ON THE PLANS.
6. IF CONTRACTOR IDENTIFIES ANY UTILITY CONFLICT, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE DESIGN ENGINEER/ENGINEER-OF-RECORD AND THE ASSIGNED CITY OF CORAL GABLES CONSTRUCTION MANAGER SO THAT APPROPRIATE MEASURES CAN BE TAKEN TO RESOLVE CONFLICTS.
7. THE CONTRACTOR SHALL ACCURATELY RECORD THE LOCATION AND ELEVATIONS OF THE PIPE WORK AND EXISTING UTILITIES AND STRUCTURES ENCOUNTERED AND PROVIDE COMPLETE, NEAT AND ORDERLY AS-BUILT DATA PRIOR TO PROJECT CLOSE OUT.
8. THE PIPELINE HORIZONTAL ALIGNMENT IS SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL PROVIDE PIPE LENGTHS TO MEET THE ALIGNMENT AND TO AVOID CONFLICTS WITH EXISTING UTILITIES.
9. ALL SODDED AREAS, SHRUBBERY, TREES, FENCES, MAILBOXES, DRIVEWAYS AND OTHERS DAMAGED DURING CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER
10. IF REQUIRED DEWATERING, PERMIT MUST BE OBTAINED BY THE CONTRACTOR WITH MD RER-DERM.
11. STATIONING SHOWN IS ALONG THE BASELINE OF SURVEY.
12. ALL PIPING SHALL BE OF THE SIZE AND MATERIAL SHOWN OR SPECIFIED.
13. CONTRACTOR SHALL PROVIDE TEMPORARY TEST PLUGS AND BULKHEADS OR OTHER DEVICES NECESSARY TO SUCCESSFULLY COMPLETE TESTING OF ALL PIPING.
14. IN AREAS WHERE POLLUTED GROUND WATER WILL OR MAY BE DRAWN INTO THE DEWATERING SYSTEM AND THE CITY OF OPA-LOCKA HAS GRANTED PERMISSION TO INSTALL THE SYSTEM COMPONENTS VIA THE "ALTERNATE METHOD OF CONSTRUCTION", I.E. IN THE MET, AND THE CONTRACTOR ELECTS TO PERFORM DEWATERING AS PART OF THE WORK, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO PROVIDE RELATED PROFESSIONAL SERVICES, PREPARE APPLICATION DOCUMENTS, SUBMIT AND OBTAIN ANY AND ALL REQUIRED DEWATERING/CONTAMINATION PERMIT APPROVALS (INCLUDING ANY ANCILLARY PERMITS THAT MAY BE REQUIRED, I.E. FROM R.E.R. WATER CONTROL OR POLLUTION CONTROL) PRIOR TO COMMENCING THE WORK AND AT NO ADDITIONAL CONTRACT TIME OR COST TO THE OWNER/CITY.
15. CONTRACTOR TO PROVIDE A STORMWATER POLLUTION PREVENTION PLAN FOR APPROVAL PRIOR COMMENCING CONSTRUCTION WORK. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST FEDERAL, STATE AND LOCAL AGENCY'S REGULATIONS AND STANDARDS. ALL INLETS AND DRAINS SHALL BE PROTECTED AND MUST BE MAINTAINED FREE OF DEBRIS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTATION AND MAINTENANCE OF EROSION CONTROL MEASURES CONTAINED WITHIN THE CONTRACT SPECIFICATIONS OR AS REQUIRED BY THE MUNICIPALITY OR ANY OTHER REGULATORY AUTHORITY. THE CONTRACTOR SHALL ALSO PROVIDE ANY ADDITIONAL EROSION CONTROL MEASURES (E.G. HYDROSEEDING MULCHING OF STRAW, SAND BAGGING, DIVERSION DITCHES) DICTATED BY FIELD CONDITIONS TO PREVENT EROSION OR THE INTRUSION OF DIRT, MUD, OR DEBRIS INTO EXISTING PUBLIC STREETS, WATERWAYS, OR ONTO ADJACENT PROPERTIES DURING ANY PHASE OF CONSTRUCTION OPERATIONS.
16. IF EVIDENCE OF POTENTIAL CONTAMINATION IS DETECTED DURING EXCAVATION, STOP EXCAVATION WORK AND NOTIFY THE CITY OF CORAL GABLES. EVIDENCE OF POTENTIAL CONTAMINATION MAY INCLUDE ANY OF THE FOLLOWING: 1. ODOR 2. SOLID WASTE DEBRIS 3. SHEEN ON THE GROUNDWATER 4. STAINED OR SATURATED SOIL (SOIL THAT CONTAINS PRODUCT THAT DRAINS WHEN IT IS HANDLED OR CREATES STREAKS ON EXCAVATION TOOLS) OR 5. FREE FLOATING PRODUCT ON THE GROUNDWATER (OIL, DIESEL, GASOLINE, ETC.). MATERIAL THAT HAS ODOR, IS STAINED OR IS SATURATED MUST BE SEGREGATED ON AN IMPERMEABLE SURFACE FOR APPROPRIATE FUTURE DISPOSAL.
17. PAVEMENT RESTORATION LIMITS ARE AS INDICATED IN THE DRAWINGS. PAVEMENT RESTORATION IS TO BE DONE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, MDASD AND THE CITY OF OPA-LOCKA, SPECIFICATIONS UNLESS OTHERWISE NOTED. REFER TO MDASD PAVEMENT RESTORATION TYPE I DETAIL FOR PAVEMENT RESTORATION OF NEW PAVEMENT ALONG FORCE MAIN TRENCH AND PAVEMENT RESTORATION TYPE V DETAIL FOR PAVEMENT RESTORATION OUTSIDE THE FORE MAIN TRENCH UP TO THE LIMITS OF PAVEMENT RESTORATION INDICATED IN THE PLANS
18. ALL ASPHALT/CONCRETE SHALL BE SAW CUT TO ENSURE CLEAN EDGES.
19. MILLING & RESURFACING AND PAVEMENT RESTORATION MUST FOLLOW PROJECT'S PLANS AND SPECIFICATIONS. MILLING AND RESURFACING SHALL BE DONE TO A 1" OF ASPHALTIC OVERLAY.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NPDES GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES PERMIT (GCP) AND A NOTICE OF INTENT (NOI) TO USE SAID GENERIC PERMIT AS PROVIDED IN SUBSECTION 62-621.300(4), F.A.C. PURSUANT TO THE STATE'S FEDERALLY APPROVED NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORMWATER REGULATORY PROGRAM (NPDES), THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO PROVIDE RELATED PROFESSIONAL SERVICES, PREPARE APPLICATION DOCUMENTS AND OBTAIN ALL REQUIRED APPROVALS PRIOR TO COMMENCEMENT OF THE WORK AND AT NO ADDITIONAL CONTRACT TIME OR COST TO THE DEPARTMENT.
21. ONLY MATERIALS AND EQUIPMENTS THAT ARE REQUIRED TO BE USED UNDER THIS CONTRACT WILL BE ALLOWED ON THE PROJECT PREMISES.
22. SOD AND/OR MULCH SHALL BE INSTALLED AND MAINTAINED ON EXPOSED AREAS WITHIN 48 HOURS OF COMPLETING FINAL GRADE, AND AT OTHER TIMES AS SOD AND/OR MULCH SHALL BE INSTALLED AND MAINTAINED ON EXPOSED AREAS WITHIN 48 HOURS OF COMPLETING FINAL GRADE, AND AT OTHER TIMES AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGE INTO ADJACENT WATER BODIES OR DRAINAGE SYSTEMS. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO CONTROL SEDIMENTATION AND/OR TURBIDITY. SILT SCREENS, HAY BALES OR OTHER SUCH SEDIMENT CONTROL SHALL BE UTILIZED DURING CONSTRUCTION.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION OF MAINTENANCE OF TRAFFIC DRAWINGS IN ACCORDANCE WITH THE REQUIREMENTS OF ALL APPLICABLE PERMITTING AGENCIES.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL DURING CONSTRUCTION AND FOR ANY NECESSARY TEMPORARY TRAFFIC DIVERSIONS DURING CONSTRUCTION.
25. THE CONTRACTOR SHALL RETAIN THE SERVICES OF A LICENSED SURVEYOR TO COMPLETE AS-BUILT DRAWINGS FOR THE PROJECT.

ENGINEERING NOTES

1. THE ENGINEER-OF-RECORD IS IN RESPONSIBLE CHARGE FOR THE DESIGN PART OF THIS PROJECT ONLY. THE CITY OF OPA-LOCKA, WILL ASSIGN A PROJECT MANAGER TO TAKE RESPONSIBLE CHARGE OF INSPECTING THE CONSTRUCTION OF THIS PROJECT AND TO DETERMINE, IN GENERAL, IF THE CONSTRUCTION PROCEEDS IN COMPLIANCE WITH THE CONSTRUCTION PERMITS AND TO SUBMIT COMPLETE RECORD DRAWINGS AND CERTIFICATION OF CONSTRUCTION COMPLETION TO THE PERMITTING AGENCIES, AND TO OBTAIN WRITTEN APPROVAL OR CLEARANCE BEFORE PLACING THE FORCE MAIN AND PUMP STATION IN SERVICE.

RER-DERM WATER-SEWER GENERAL NOTES

1. A HORIZONTAL DISTANCE OF AT LEAST 12 INCHES (OUTSIDE TO OUTSIDE), SHALL BE MAINTAINED BETWEEN GRAVITY OR PRESSURE SEWER PIPES AND WATER PIPES. THE MINIMUM HORIZONTAL SEPARATION CAN BE REDUCED TO 3 FEET FOR VACUUM-TYPE SEWERS OR FOR GRAVITY SEWERS WHERE THE TOP OF THE SEWER PIPE IS AT LEAST 6 INCHES BELOW THE BOTTOM OF THE WATER PIPE. WHEN THE ABOVE SPECIFIED HORIZONTAL DISTANCE CRITERIA CANNOT BE MET DUE TO AN EXISTING UNDERGROUND FACILITY CONFLICT, SMALLER SEPARATIONS ARE ALLOWED IF ONE OF THE FOLLOWING IS MET:
- a) THE SEWER PIPES ARE DESIGNED AND CONSTRUCTED EQUAL TO THE WATER PIPE AND PRESSURE TESTED AT 150 PSI.
- b) THE SEWER IS ENCASED IN A WATERTIGHT CARRIER PIPE OR CONCRETE.
- c) THE TOP OF THE SEWER IS AT LEAST 18 INCHES BELOW THE BOTTOM OF THE WATER PIPE.
2. A VERTICAL DISTANCE OF AT LEAST 12 INCHES (OUTSIDE TO OUTSIDE) SHALL BE MAINTAINED BETWEEN ANY WATER AND SEWER MAINS WITH SEWER PIPES PREFERABLY CROSSING UNDER WATER MAINS. THE MINIMUM VERTICAL SEPARATION CAN BE REDUCED TO 6 INCHES FOR VACUUM-TYPE SEWERS OR FOR GRAVITY SEWERS WHERE THE SEWER PIPE IS BELOW THE WATER MAIN. THE CROSSING SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST 6 FEET FROM ALL JOINTS IN GRAVITY AND PRESSURE SEWER PIPES. THIS DISTANCE CAN BE REDUCED TO 3 FEET FOR VACUUM-TYPE SEWERS WHEN THE ABOVE SPECIFIED VERTICAL DISTANCE CRITERIA CANNOT BE MET DUE TO AN EXISTING UNDERGROUND FACILITY CONFLICT. SMALLER SEPARATIONS ARE ALLOWED IF ONE OF THE FOLLOWING IS MET:
- a) THE SEWER PIPES ARE DESIGNED AND CONSTRUCTED EQUAL TO THE WATER PIPE AND PRESSURE TESTED AT 150 PSI.
- b) THE SEWER IS ENCASED IN A WATERTIGHT CARRIER PIPE OR CONCRETE.
3. AUTOMATIC AIR RELEASE VALVES SHALL BE PROVIDED AT HIGH POINTS OF NEW FORCE MAIN SANITARY SEWERS.
4. GRAVITY SANITARY SEWERS CONSTRUCTED WITHIN A PUBLIC WELLFIELD PROTECTION AREA SHALL BE C-900 PVC OR DUCTILE IRON PIPE. THE MAXIMUM ALLOWABLE EXFILTRATION RATE OF GRAVITY SANITARY SEWERS CONSTRUCTED IN A PUBLIC WELLFIELD PROTECTION AREA SHALL BE:
- a) RESIDENTIAL LAND USES, FIFTY (50) GALLONS PER INCH PIPE DIAMETER PER MILE PER DAY, BASED ON A MINIMUM TWO (2) HOUR TEST HAVING A MINIMUM OF TWO (2) FEET OF POSITIVE HEAD ABOVE THE CROWN OF THE PIPE.
- b) NON-RESIDENTIAL LAND USES, TWENTY (20) GALLONS PER INCH PIPE DIAMETER PER MILE PER DAY, BASED ON A MINIMUM TWO (2) HOUR TEST HAVING A MINIMUM OF TWO (2) FEET OF POSITIVE HEAD ABOVE THE CROWN OF THE PIPE.
- c) ANY OBSERVED LEAKS OR ANY OBVIOUSLY DEFECTIVE JOINTS OR PIPES SHALL BE REPLACED EVEN WHEN THE TOTAL LEAKAGE IS BELOW THAT ALLOWED.
5. THE MAXIMUM ALLOWABLE EXFILTRATION RATE OF GRAVITY SANITARY SEWERS CONSTRUCTED OUTSIDE A PUBLIC WELLFIELD PROTECTION AREA SHALL BE ONE HUNDRED (100) GALLONS PER INCH PIPE DIAMETER PER MILE PER DAY, BASED ON A MINIMUM TWO (2) HOUR TEST HAVING A MINIMUM OF TWO (2) FEET OF POSITIVE HEAD ABOVE THE CROWN OF THE PIPE. ANY OBSERVED LEAKS OR ANY OBVIOUSLY DEFECTIVE JOINTS OR PIPES SHALL BE REPLACED EVEN WHEN THE TOTAL LEAKAGE IS BELOW THAT ALLOWED.
6. FORCEMAIN SANITARY SEWERS CONSTRUCTED WITHIN A PUBLIC WELLFIELD PROTECTION AREA SHALL BE DUCTILE IRON, C-900 PVC, HDPE OR REINFORCED CONCRETE PRESSURE SEWER PIPES.
7. THE MAXIMUM ALLOWABLE EXFILTRATION/LEAKAGE RATE OF FORCEMAIN SANITARY SEWERS SHALL BE:
- a) DUCTILE IRON, C-900 PVC, HDPE AND PVC PIPE. THE ALLOWABLE LEAKAGE RATE SPECIFIED IN AMERICAN WATER WORKS ASSOCIATION STANDARD (AWWAS) C600-82 AT A TEST PRESSURE OF 100 PSI FOR A DURATION OF NOT LESS THAN TWO (2) HOURS.
- b) REINFORCED CONCRETE PRESSURE PIPE, HALF (1/2) THE ALLOWABLE LEAKAGE RATE SPECIFIED IN AWWA C600-82 AT A TEST PRESSURE OF 100 PSI FOR A DURATION OF NOT LESS THAN TWO (2) HOURS.
- c) ANY OBSERVED LEAKS OR ANY OBVIOUSLY DEFECTIVE JOINTS OR PIPES SHALL BE REPLACED EVEN WHEN THE TOTAL LEAKAGE IS BELOW THAT ALLOWED.
8. THE CONTRACTOR SHALL VERIFY NATURE, DEPTH, AND CHARACTER OF EXISTING UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
9. IN NO CASE SHALL A CONTRACTOR INSTALL UTILITY PIPES, CONDUITS, CABLES, ETC. IN THE SAME TRENCH ABOVE AN EXISTING WATER OR SEWER PIPE EXCEPT WHERE THEY CROSS.
10. IF ANY AREA OF THE WORK SITE IS FOUND TO CONTAIN BURIED SOLID WASTE AND/OR GROUND OR GROUND WATER CONTAMINATION, THE FOLLOWING SHALL APPLY:
- a) ALL WORK IN THE AREA SHALL FOLLOW ALL APPLICABLE SAFETY REQUIREMENTS (E.G., OSHA, ETC.) AND NOTIFICATION MUST BE PROVIDED TO THE APPROPRIATE AGENCIES.
- b) IMMEDIATELY NOTIFY THE ENVIRONMENTAL MONITORING AND RESTORATION DIVISION (EMRD). THE EMRD CAN BE CONTACTED AT (305) 372-6700.
- c) IF CONTAMINATED SOILS AND/OR BURIED SOLID WASTE MATERIAL IS EXCAVATED DURING CONSTRUCTION, THEN THEY REQUIRE PROPER HANDLING AND DISPOSAL IN ACCORDANCE WITH THE LOCAL, STATE AND FEDERAL REGULATIONS. BE ADVISED THAT THE LANDFILL OWNER/OPERATOR IS THE FINAL AUTHORITY ON DISPOSAL AND MAY HAVE REQUIREMENTS BEYOND THOSE PROVIDED BY HEREIN. IF DISPOSAL WITHIN A MIAMI-DADE COUNTY OWNED LANDFILL (CLASS I LANDFILL) IS APPROPRIATE AND SELECTED, PLEASE CONTACT THE MIAMI-DADE COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT AT (305) 594-6666 FOR INFORMATION.
- d) THE REUSE OF CONTAMINATED SOILS THAT ARE NOT RETURNED TO THE ORIGINAL EXCAVATION REQUIRES PRIOR APPROVAL OF A SOIL MANAGEMENT PLAN FROM THE ENVIRONMENTAL MONITORING AND RESTORATION DIVISION. THE EMRD CAN BE CONTACTED AT (305) 372-6700.
11. PUMPS MUST COMPLY WITH THE NATIONAL ELECTRICAL CODE (NEC) REQUIREMENTS FOR CLASS I, GROUP D, DIVISION 1 LOCATIONS (EXPLOSION PROOF).
12. THE CONTRACTOR IS ADVISED THAT A TREE REMOVAL/RELOCATION PERMIT MAY BE REQUIRED PRIOR TO THE REMOVAL AND/OR RELOCATION OF TREE RESOURCES. PRIOR TO REMOVING OR RELOCATING ANY TREES, THE CONTRACTOR SHALL NOTIFY THE TREE AND FOREST RESOURCES SECTION OF DERM AT (305) 372-6574 OR VIA E-MAIL AT: TER@MIAMI-DADE.GOV . OR CONTACT THE MUNICIPALITY WITH TREE ORDINANCE JURISDICTION TO OBTAIN ANY REQUIRED PERMITS. THOSE TREES NOT INTERFERING WITH THE CONSTRUCTION SHALL BE PROTECTED IN PLACE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 24-49.5 OF THE MIAMI-DADE CODE.
13. PLEASE NOTE THAT THE DEMOLITION, REMOVAL, AND/OR DISTURBANCE OF EXISTING UNDERGROUND UTILITIES THAT CONTAIN ASBESTOS- CEMENT PIPES (ACP) ARE SUBJECT TO THE PROVISIONS OF 40 CFR-61 SUBPART M. THEREFORE, PURSUANT TO THE PROVISIONS OF 40 CFR-61.145, A NOTICE OF DEMOLITION OR ASBESTOS RENOVATION FORM MUST BE FILED WITH THE AIR QUALITY MANAGEMENT DIVISION (AQMD) OF DERM, AT LEAST TEN (10) WORKING DAYS PRIOR TO STARTING OF ANY WORK. NOTE THAT THE BACKFILLING AND BURIAL OF CRUSHED ACP WOULD CAUSE THESE LOCATIONS TO BE CONSIDERED ACTIVE DISPOSAL SITES AND SUBJECT TO 40 CFR-61.154, AND 40 CFR-61.151 A YEAR AFTER PROJECT COMPLETION. EXISTING STANDARD OPERATING PROCEDURES, AS WELL AS APPLICABLE FEDERAL, STATE AND LOCAL REGULATORY CRITERIA, MUST BE FOLLOWED AND IMPLEMENTED TO MINIMIZE ANY POTENTIAL RELEASE OF FUGITIVE EMISSIONS, ESPECIALLY DURING PROJECT CONSTRUCTION ACTIVITIES. THE AQMD CAN BE CONTACTED VIA EMAIL AT ASBESTOS@MIAMI-DADE.GOV OR 305-372-6925.

LEGEND

----- W.M. -----	Exist. Water Main
----- S.S. -----	Exist. Storm Sewer
----- San. -----	Exist. Sanitary Sewer
----- F.M. -----	Exist. Force Main
----- G. -----	Exist. Gas
----- C. -----	Center line
----- E. -----	Base line
----- C & E -----	Center line and Base line
----- M -----	Monument line
----- S -----	Section line
----- R/W -----	Right of way line
----- P -----	Property line
----- TEL -----	Exist. Telephone
----- UG -----	Exist. Electric underground
----- CATV -----	Exist. Cable underground
----- TRAF -----	Exist. Traffic loop
REQ'D.	Required
O/S	Offset
D.I.	Ductile Iron
REST. J.	Restrained Joint
3	Exist. Guy Wire
☀	Exist. Street Light Pole
□	Exist. Utility Conc. Pole
⦿	Exist. Utility Pole
☂	Exist. Flood Light
⦿	Exist. Traffic Light Pole
⦿	Exist. Pedestrian Crossing Light
⦿	Exist. Electric Box
⦿	Exist. Street Light Box
⦿	Exist. Telephone Box
⦿	Exist. Traffic Signal Box
⦿	Exist. Cable TV Box
⦿	Exist. C.B.
⦿	Exist. Electric MH
⦿	Exist. Storm MH
⦿	Exist. Sanitary MH
⦿	Exist. Telephone MH
⦿	Exist. Water MH
⦿	Exist. Well
⦿	Exist. Sprinkler
⦿	Exist. Fire Hydrant
⦿	Exist. Valve
⦿	Core Boring
⦿	Exist. Sign
⦿	Exist. Single Water Meter
⦿	Prop. Single Water Meter
⦿	Prop. Dual Water Meter
⦿	Limits of milling and resurfacing pavement restoration

DESIGN & CONSTRUCTION STANDARD DETAILS

1. THE LIST BELOW SHALL NOT BE CONSIDERED AS NECESSARILY COMPLETE, NOR SHALL THE STANDARD DETAILS WHICH MAY BE INCLUDED ELSEWHERE HEREIN BE CONSIDERED AS FORMING A COMPLETE LISTING OF ALL STANDARD DETAILS WHICH MAY APPLY TO THIS PROJECT.
2. ALL STANDARD DETAILS ARE INCORPORATED IN THE LIST BELOW BY REFERENCE AND ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE MDWASD AND/OR MIAMI-DADE COUNTY DEPT. OF PUBLIC WORKS STANDARD DETAILS, WHICHEVER IS MORE STRINGENT.
3. CONTRACTOR TO INSTALL ALL PIPE IN ACCORDANCE WITH MDWASD STANDARD DETAILS. ALL PAVEMENT RESTORATION, INCLUDING BASE MATERIAL REQUIREMENTS SHALL BE INSTALLED IN ACCORDANCE WITH MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT DETAILS.

MIAMI-DADE WATER AND SEWER DEPT.					
FOR	SEE DETAIL	SHEET	FOR	SEE DETAIL	SHEET
PAVEMENT RESTORATION TYPE I	A 1.0	1 OF 1			
GRAVITY SEWER SERVICE LATERAL FOR SHALLOW SEWERS	SS 1.0	1 OF 2			
NEW CONNECTION TO EXISTING MANHOLE	SS 6.2	1 OF 1			
SHALLOW MANHOLE	SS 7.0	1 OF 1			
TYPICAL TRENCH CONSTRUCTION - PVC PIPE GRAVITY SEWERS IN STABLE SOILS	SS 18.0	2 OF 3			
TYPICAL TRENCH CONSTRUCTION - PVC PIPE GRAVITY SEWERS IN UNSTABLE SOILS	SS 18.0	3 OF 3			
SANITARY SEWER CLEAN-OUT LID DETAIL	SS 22.0	1 OF 2			

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY REINALDO RIVERA, PE, ON 12/08/2022.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



S.S.O.C.O.F. DESIGN TICKET No. 342105334



CITY OF
OPA LOCKA
FLORIDA

300 Engineering Group, LLC
2222 Ponce de Leon Blvd.
Suite 300
Coral Gables, Florida

SANITARY SEWER GRAVITY MAIN RELOCATION ALONG
NW 133 STREET

GENERAL NOTES

DRAWING HISTORY

RELEASED FOR	DATE	BY
30%		
60%		
90%	X 09/16/22	R.E
PERMIT SET	X 12/05/22	R.E

REVISIONS

No.	DESCRIPTION	DATE	BY

APPROVALS

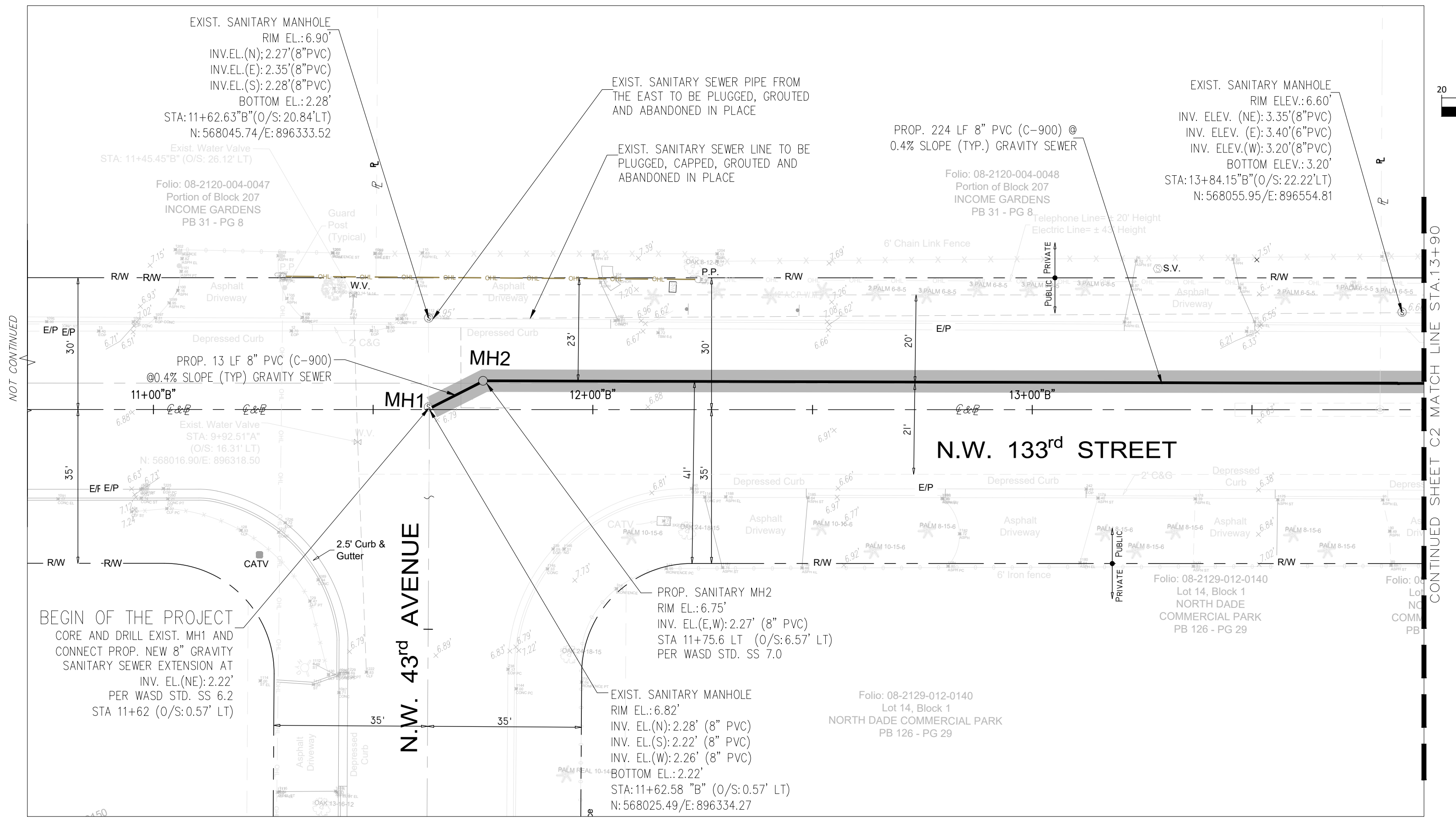
CHIEF ENGINEER:	
SECTION HEAD:	
PROJECT MGR:	
DESIGNED: DS	CHECKED: AD
DRAWN: RS	FINAL CHECK: RR



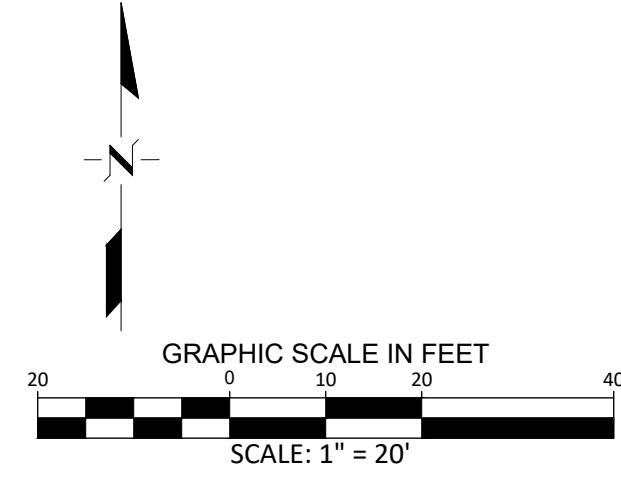
Reinaldo J. Rivera, P.E.
Civil Engineer
STATE OF FLORIDA - LICENSE NO. 83476
2222 PONCE DE LEON BLVD, SUITE 300
CORAL GABLES, FLORIDA 33134
(305) 753-2605

PROJECT No:19-00098
PCTS No:
FILE NAME: 300_OPA-LOCKA GRAVITY SEWER.DWG
DATE:12/05/2022 SCALE: N.T.S.

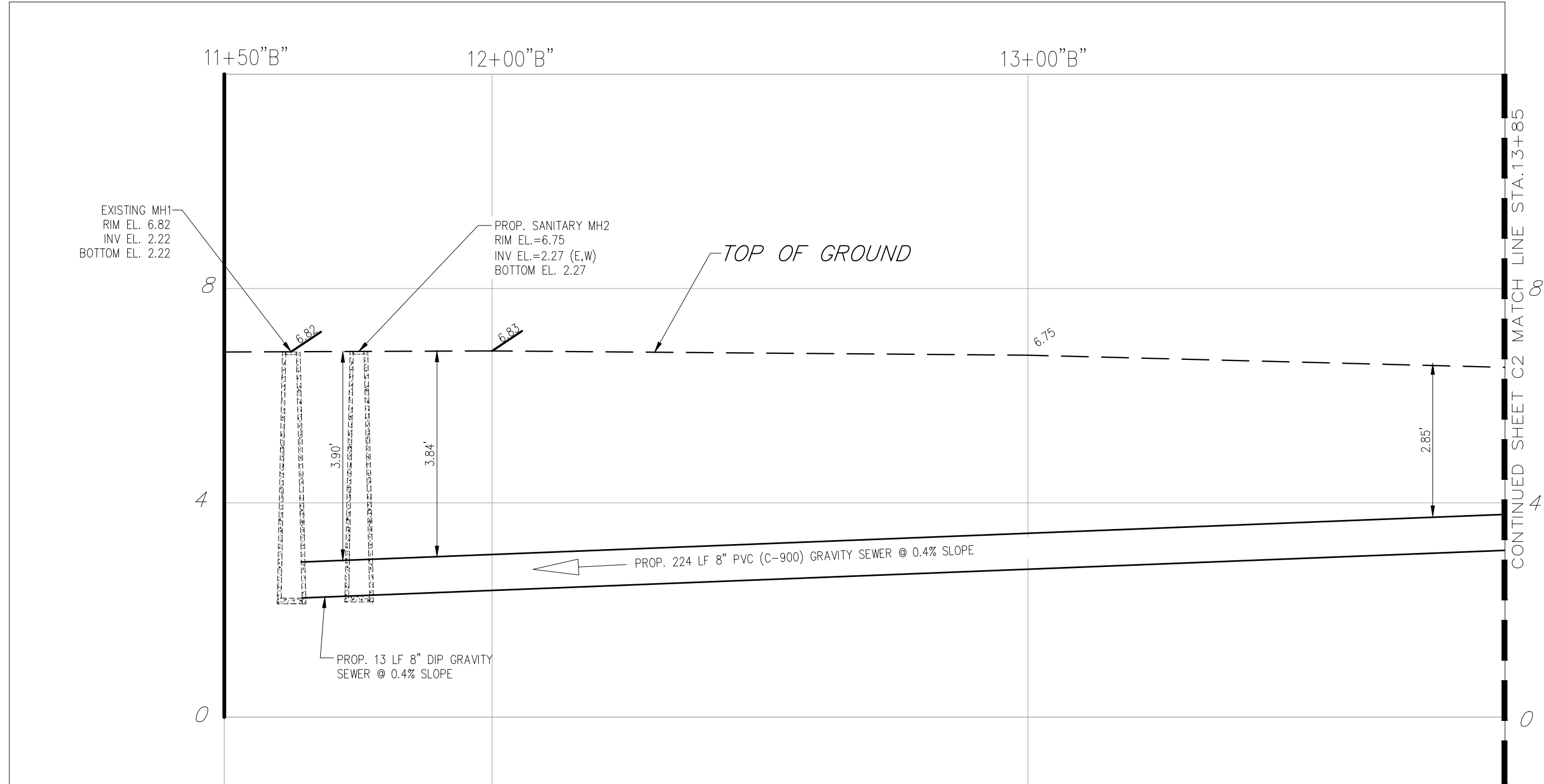
SHEET
G2
DRAWING No.



PLAN VIEW
SCALE: 1" = 20'



NW 133 STREET SEWER MANHOLES TABLE					
MH	STATION	LENGTH (FEET)	Ø (INCH)	SLOPE (%)	MATERIAL
EX. MH1	11+62.58	13	8	0.4	PVC
MH2	11+75.00	224	8	0.4	PVC
MH3	13+99.00	282	8	0.4	PVC
MH4	16+81.00				



PROFILE VIEW
SCALE: 1" = 20'

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CITY OF
OPA LOCKA
FLORIDA



300
ENGINEERING GROUP, LLC

2222 Ponce de Leon Blvd.
Suite 300
Coral Gables, Florida

SANITARY SEWER GRAVITY MAIN RELOCATION ALONG
NW 133 STREET

GRAVITY SEWER PLAN & PROFILE

DRAWING HISTORY			
RELEASED FOR	DATE	BY	
30%			
60%			
90%	X 09/16/22	R.E.	
PERMIT SET	X 12/05/22	R.E.	

REVISIONS			
No.	DESCRIPTION	DATE	BY

APPROVALS	
CHIEF ENGINEER:	
SECTION HEAD:	
PROJECT MGR.:	
DESIGNED: DS	CHECKED: AD
DRAWN: RE	FINAL CHECK: RR



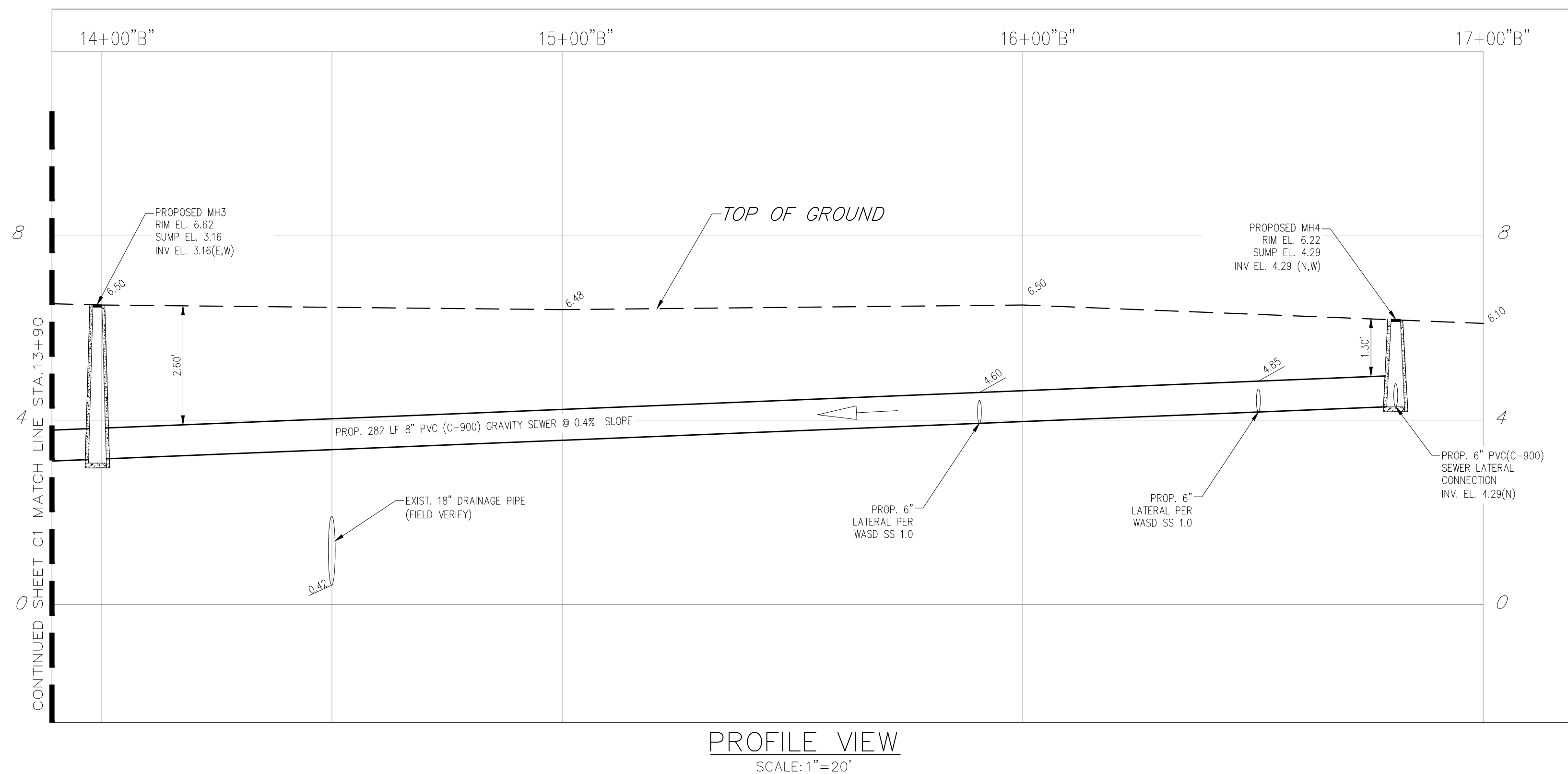
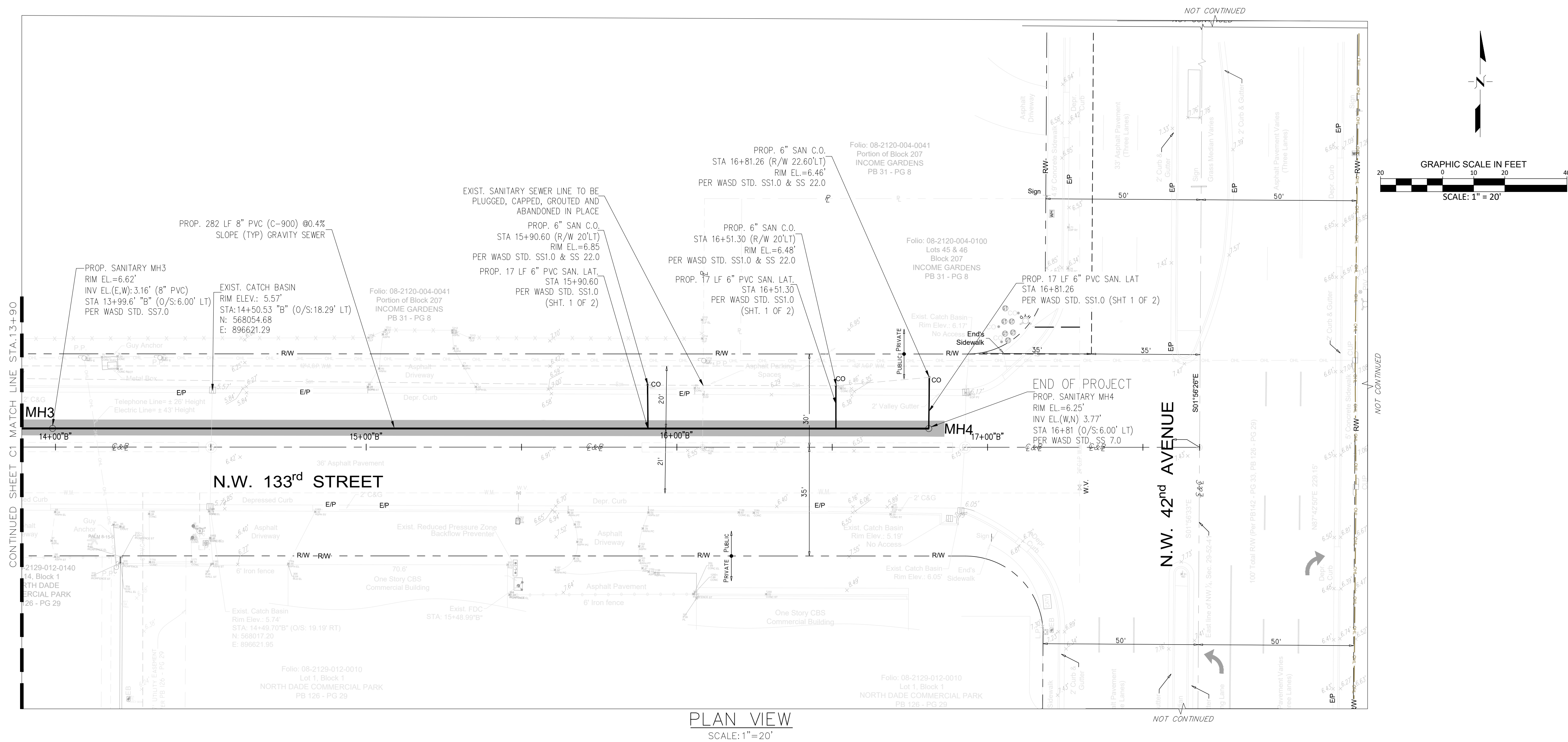
Reinaldo J. Rivera, P.E.
Civil Engineer
STATE OF FLORIDA - LICENSE NO. 83476
2222 PONCE DE LEON BLVD, SUITE 300
CORAL GABLES, FLORIDA 33134
(305) 753-2605

PROJECT No: 19-00098	
PCTS No:	
FILE NAME: 300_OPA-LOCKA GRAVITY SEWER.DWG	
DATE: 12/05/2022	SCALE: AS SHOWN

SHEET C1

DRAWING No.

3 OF 4



NW 133 STREET					
SEWER MANHOLES TABLE					
MH	STATION	LENGTH (FEET)	Ø (INCH)	SLOPE (%)	MATERIAL
EX. MH1	11+62.58	13	8	0.4	PVC
MH2	11+75.00	224	8	0.4	PVC
MH3	13+99.00	282	8	0.4	PVC
MH4	16+81.00				

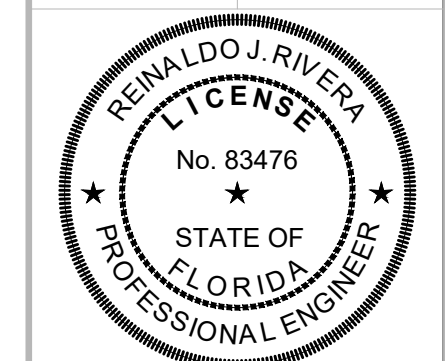
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DRAWING HISTORY			
RELEASED FOR		DATE	BY
30%			
60%			
90%	X	09/16/22	R.E
PERMIT SET	X	12/05/22	R.E

REVISIONS			
No.	DESCRIPTION	DATE	BY

APPROVALS	
CHIEF ENGINEER:	
SECTION HEAD:	
PROJECT MGR.:	
DESIGNED: DS	CHECKED: AD
DRAWN: RE	FINAL CHECK: RR



Reinaldo J. Rivera, P.E.
Civil Engineer
STATE OF FLORIDA - LICENSE NO. 83476
2222 PONCE DE LEON BLVD, SUITE 300
CORAL GABLES, FLORIDA 33134
(305) 753-2605

PROJECT No:19-00098	
PCTS No:	
FILE NAME: 300_OPA-LOCKA GRAVITY SEWER.DWG	
DATE:12/05/2022	SCALE: AS SHOWN

THE CITY OF OPA-LOCKA
OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

TO THE COMMISSION OF THE CITY OF OPA-
LOCKA, FLORIDA

Ladies and Gentlemen:

The undersigned bidder proposes to furnish all labor, tools, material and supplies, and to sustain all the expense incurred in doing the work set forth below that may be awarded the undersigned by the City of Opa-Locka, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the Office of the City Engineer of Opa-Locka, which are referred to below and made a part hereof, at the following combination of lump sum prices:

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
1.	Lump Sum (Divided into 2 or 4 payments See Measurement and Payment for Conditions)	For performing preparatory work and operations in mobilizing for beginning the work of the Project, but excluding materials and permit costs, both of which are paid under other payments items, the lump sum of _____ Dollars and _____ Cents	\$ _____
2.	525 LF	For selling and delivering to the City 8" PVC (C-900) pipe and fittings for Gravity Sewer, the price per lineal foot of _____ Dollars and _____ Cents	\$ _____
3.	525 LF	For installing 8" PVC (C-900) pipe and fittings for Gravity Sewer, the price per lineal foot of _____ Dollars and _____ Cents	\$ _____

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
4.	55 LF	For selling and delivering to the City 6" PVC (C-900) Gravity Sewer pipe and fittings for sanitary laterals, the price per lineal foot of _____ Dollars and _____ Cents	\$ _____
5.	55 LF	For installing 6" PVC (C-900) Gravity Sewer pipe and fittings for sanitary laterals, the price per lineal foot of _____ Dollars and _____ Cents	\$ _____
6.	3 Units	For selling and delivering to the City precast manholes, including rims and covers, for the installation of the 8" gravity sewer, the unit price of _____ Dollars and _____ Cents	\$ _____
7.	3 Units	For installing precast manholes, including rims and covers, according to plans for gravity sewers as per drawings, the unit price of _____ Dollars and _____ Cents	\$ _____
8.	Lump Sum	For making a connection of 8" gravity sewer to an existing sewer manhole at: NW 133 rd Street (STA 11+62.58±) including core and drill, as shown on the Plans, complete, the price per lump sum of _____ Dollars and _____ Cents	\$ _____

BP-2

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
9.	3 Units	For selling and delivering to the City 6" sanitary sewer cleanout assemblies, including rims and covers, the unit price of _____ Dollars and _____ Cents	\$ _____
10.	3 Units	For installing 6" sanitary sewer cleanout assemblies as per drawings, the unit price of _____ Dollars and _____ Cents	\$ _____
11.	Lump Sum	For plugging and grouting the existing sanitary sewer pipe, the lump sum price of _____ Dollars and _____ Cents.	\$ _____
12.	290 CY	For the excavating of existing backfill material at the project site location, the price per cubic yard of _____ Dollars and _____ Cents.	\$ _____
13.	65 CY (Contingent Item)	For furnishing and placing suitable Backfill required for gravity sewer placement, the price per cubic yard of _____ Dollars and _____ Cents.	\$ _____

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
14.	350 SY (Contingent Item)	For milling (nominal 1 inch thick), surface course for permanent paving repairs, the price per square yard of _____ Dollars and _____ Cents.	\$ _____
15.	350 SY	For furnishing and installing limerock base for Type "I" permanent paving repairs as per details provided in plans, the price per square yard of _____ Dollars and _____ Cents.	\$ _____
16.	350 SY	For constructing for Type "I" permanent paving repairs as per details provided in plans, the price per square yard of _____ Dollars and _____ Cents.	\$ _____
17.	Lump Sum	For replacing pavement markings damaged, removed, or obliterated by the contractor's operation, the lump sum price of _____ Dollars and _____ Cents.	\$ _____

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
18.	410 SY (Contingent Item)	For restoring sodded area, the price per square yard of _____ Dollars and _____ Cents.	\$ _____
19.	Lump Sum	For providing full Traffic Control during construction, Maintenance of Traffic, the lump sum price of _____ Dollars and _____ Cents.	\$ _____
20.	1590 SF (Contingent Item)	For sheeting and shoring ordered left in place by the Engineer, the price per square foot of _____ Dollars and _____ Cents.	\$ _____
21.	290 CY (Contingent Item)	For removal, transport and legal disposal of unsuitable backfill materials, including tipping fees, the price per cubic yard of _____ Dollars and _____ Cents.	\$ _____
22.	Sub-Total – Bid Items 1 through 21	\$ _____	

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
23.	Dedicated Allowance	For providing uniformed, off-duty policemen for the purpose of maintenance of traffic, the aggregate sum of _____ Dollars and _____ Cents.	\$ _____
24.		For all cost of required permit fees, impact fees, <u>if required by the Engineer,</u> the sum of 5% of the Subtotal, Item 22 $(0.05) \times (\text{Subtotal, Item 22})$ _____ Dollars and _____ Cents.	\$ _____
25.		For unforeseen conditions, for minor construction changes and for quantity adjustments, <u>if ordered by the Engineer,</u> the sum of 10% of the Subtotal, Item 22 $(.10) \times (\text{Subtotal, Item 22})$ _____ Dollars and _____ Cents.	\$ _____
26.	TOTAL BID – (Sum of Bid Item Nos. 22, 23, 24 and 25)	\$ _____	

Note: For a detailed description of each Quotation Item, refer to Section 01025 of the Specifications entitled "Measurement and Payment.

THE CITY OF OPA-LOCKA
OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

The City of Opa-Locka reserves the right to waive any informality in any bid and to reject any or all bids.

TOTAL BASE BID PRICE FOR PROPOSAL (ITEMS 1 THROUGH 23): \$ _____
(FIGURES)

_____ Dollars and
_____ Cents

AMOUNTS SHALL BE SHOWN ON BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BASE BID.

Bidder acknowledges that included in the various items of the bid proposal and in the TOTAL BASE BID PRICE are costs for complying with the Florida Trench Safety Act, F.S. 553.60 et. seq. The Bidder by signing and submitting the Trench Safety Act Compliance Statement is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards.

Contract award shall be based upon the total base bid price, as identified above, by the lowest responsive, responsible bidder.

FIRM NAME (PRINT)

BIDDER'S SIGNATURE



Department of Regulatory and Economic Resources
Division of Environmental Resources Management
Water & Wastewater Division
701 NW 1st Court, 7th Floor
Miami, FL 33136-3912
T (305) 372-6920 F (305) 372-6410

04/25/2023

ELECTRONIC CORRESPONDENCE

Airia Austin
CITY OF OPA-LOCKA PUBLIC WORKS DEPARTMENT
12950 NW 42 AVENUE
OPA-LOCKA, FL 33054
e-mail: aaustin@opalockafl.gov

Dear Airia Austin:

The Water & Wastewater Division (W&WWD) of the Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM) under delegation by the Florida Department of Environmental Protection (hereby jointly referred to as the Department) hereby gives Notice of Permit Issuance to construct a domestic wastewater collection/transmission system (FDEP Permit Number 253651-1091-DWC, DERM Permit Number SE-20220523) to the applicant, Airia Austin CITY OF OPA-LOCKA PUBLIC WORKS DEPARTMENT. The project is located at NW 133 ST BETWEEN NW 42 AVE & NW 43 RD.

UPON COMPLETION OF CONSTRUCTION OF THIS PROJECT, THE WASTEWATER COLLECTION SYSTEM SHALL NOT BE PLACED INTO SERVICE UNTIL THE DEPARTMENT HAS RECEIVED, REVIEWED, AND APPROVED A COMPLETELY EXECUTED CERTIFICATION PACKAGE, WHICH INCLUDES THE REQUEST FOR APPROVAL TO PLACE A DOMESTIC WASTEWATER COLLECTION/TRANSMISSION SYSTEM INTO OPERATION FORM AND THE APPROPRIATE REVIEW FEE. PLACING THIS SYSTEM INTO OPERATION WITHOUT THE PROPER APPROVAL FROM THE DEPARTMENT SHALL CONSTITUTE A VIOLATION OF STATE AND COUNTY REGULATIONS AND ENFORCEMENT ACTIONS MAY BE TAKEN ACCORDINGLY.

ANY MODIFICATION TO THIS PERMIT SHALL REQUIRE APPROVAL BY THIS DEPARTMENT BEFORE THE SUBMITTAL OF THE CERTIFICATION/FDEP NOTIFICATION OF COMPLETION OF CONSTRUCTION FOR A DOMESTIC WASTEWATER COLLECTION/TRANSMISSION.

DERM SHALL BE NOTIFIED THREE (3) DAYS PRIOR TO PERFORMING INFILTRATION/EXFILTRATION/PRESSURE/PS STAR-UP TEST(S). NOTIFICATION SHALL BE EMAILED TO THE WATER AND WASTEWATER DIVISION AT PSO@MIAMIDADE.GOV. THE EMAIL NOTIFICATION SHALL INCLUDE THE SE# AND PROJECT NAME. THIS REQUIREMENT APPLIES FOR THE PRIVATE AND PUBLIC SYSTEMS.

NOTE: IF NO NOTIFICATION IS RECEIVED PRIOR TO PERFORMING THE INFILTRATION/EXFILTRATION/PRESSURE/PS STAR-UP TEST(S), THE APPLICANT WILL BE REQUIRED TO PERFORM THE RE-TEST(S) AND A MANDATORY INSPECTION WILL BE PERFORMED FOR THE SECOND TEST.

The applicant's mailing address is Attn: Airia Austin, CITY OF OPA-LOCKA PUBLIC WORKS DEPARTMENT, 12950 NW 42 AVENUE, OPA-LOCKA, FL 33054. The Department's Permit File (FDEP Permit No. 253651-1091-DWC, DERM Permit No. SE-20220523) on this matter is available for public inspection by contacting the Water & Wastewater Division at (305) 372-6920 and making an appointment to view the files during normal business hours, 8:00 a.m. to 4:00 p.m., Monday through Friday, except legal holidays, 701 NW 1st Court, 7th Floor, Miami, FL 33136-3912.

A person whose substantial interests are affected by the above proposed agency action may petition for an administrative determination (hearing) under sections 120.569 and 120.57 of the Florida Statutes (F.S). The petition must contain the information set forth below and must be filed (received) in the Office of the Miami-Dade County Attorney, 111 N.W. 1st Street, Suite 2810, Miami, Florida 33128. Petitions filed by any persons other than those entitled to written notice under

section 120.60(3), F.S. must be filed within fourteen (14) days of publication of this notice or receipt of the written notice, whichever occurs first. The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with rule 28-106.205 of the Florida Administrative Code (FAC).

A petition that disputes the material facts on which the Department's action is based must contain the following information:

- (a) The name, address, and telephone number of each petitioner, the applicant's name and address, the Department File Number and the county in which the project is proposed;
- (b) A statement of how and when each petitioner received notice of the Department's action or proposed action;
- (c) A statement of how each petitioner's substantial interests are affected by the Department's action or proposed action;
- (d) A statement of all material facts disputed by petitioner or a statement that there are no disputed facts;
- (e) A statement of facts which the petitioner contends warrant reversal or modification of the Department's action or proposed action;
- (f) A statement of which rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action the petitioner wants the Department to take with respect to the Department's action or proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, FAC.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above. In accordance with Section 120.573, F.S., the Department advises that mediation is not available in this case as an alternative to filing a petition for an administrative determination.

Any party to this permit has the right to seek judicial review under Section 120.68, F.S., by the filing of a notice of appeal under Rules 9.110 and 9.190, Florida Rules of Appellate Procedure with the clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399 3000; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when this permit is filed with the clerk of the Department.

If you have any questions, please contact Francisco T. Calleja, P.E., or the undersigned, at (305) 372-6920.

Executed in Miami, Miami-Dade County, Florida

**Frank
Lezcano**

Digitally signed by Frank
Lezcano
Date: 2023.04.25
17:29:13 -04'00'

For Carlos Hernandez, P.E., Chief
Water & Wastewater Division

CERTIFICATE OF SERVICE

This is to certify that this Notice of Permit and all copies were mailed before close of business on 04/25/2023 to the listed persons.

FILING AND ACKNOWLEDGEMENT: FILED, on this date, pursuant to § 120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Roxana Henriquez

Clerk



**Domestic Wastewater Collection/Transmission System
Construction Permit**

Permit Number: SE-20220523
Township Range Section: 52-41-29
Project: GRAVITY SEWER RELOCATION ALONG NW 133 ST

Permittee

F.D.E.P

Airia Austin
CITY OF OPA-LOCKA PUBLIC WORKS DEPARTMENT
12950 NW 42 AVENUE
OPA-LOCKA, FL 33054

Date of Issue: 04/25/2023
Expiration Date: 04/24/2028
FDEP Permit #: 253651-1091-DWC

This permit is issued under the provisions of Chapter(s) 403.087, Florida Statutes and Florida Administrative Code Rule(s) 62-4 and 62-604. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents attached hereto or on file with the department and made a part hereof and specifically described as follows:

TO CONSTRUCT:

A wastewater collection/transmission system connecting the proposed project to the MIAMI-DADE WATER AND SEWER DEPARTMENT NORTH DISTRICT W. W. T. P. The new Total Average Daily Flow (ADF) is estimated to be 5033.00 GPD. The system will consist of relocation of the sanitary sewer collection system as discribed below:

of Sanitary Manholes: 3

And the following Gravity lines:

Length (L.F.)	Type	Slope (%)	Diameter (inches)	Material
519	GRAVITY	0.400	8	C-900

IN ACCORDANCE WITH:

Permit application on FDEP Form 62-604.300(7) (a) with \$ 500 application fee on 01/09/2023.

LOCATED AT:

NW 133 ST BETWEEN NW 42 AVE & NW 43 RD

TO SERVE:

Relocation of the sanitary sewer collection system.

SUBJECT TO:

General Conditions 1-15 and Specific Conditions 1-6

General Permit Conditions

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are “permit conditions” and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions. [62-4.160(1)]
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department. [62-4.160(2)]
3. As provided in subsections 403.987(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other department permit that may be required for other aspects of the total project which are not addressed in this permit. [62-4.160(3)]
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. [62-4.160(4)]
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. [62-4.160(5)]
6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules. [62-4.160(6)]
7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:
 - a. Have access to and copy any records that must be kept under conditions of the permit;
 - b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

Reasonable time may depend on the nature of the concern being investigated. [62-4.160(7)]

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:
- a. A description of and cause of noncompliance; and
 - b. The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the non-compliance.

The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit. [62-4.160(8)]

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules. [62-4.160(9)]

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. [62-4.160(10)]

11. This permit is transferable only upon Department approval in accordance with Rules 62-4.120 and 62-730.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department. [62-4.160(11)]

12. This permit or a copy thereof shall be kept at the work site of the permitted activity. [62-4.160(12)]

13. This permit also constitutes:

- a) Determination of Best Available Control Technology (BACT).
- b) Determination of Prevention of Significant Deterioration (PSD).
- c) Certification of compliance with State Water Quality Standards (Section 401, PL 92-500).
- d) Compliance with New Source Performance Standards. [62-4.160(13)]

14. The permittee shall comply with the following:

- a) Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
- b) The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.
- c) Records of monitoring information shall include:
 - i. The date, exact place, and time of sampling or measurements;
 - ii. The person responsible for performing the sampling or measurements;

- iii. The dates analyses were performed;
 - iv. The person responsible for performing the analyses;
 - v. The analytical techniques or methods used;
 - vi. The results of such analyses. [62-4.160(14)]
15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly. [62-4.160(15)]

Specific Permit Conditions

1. Start of construction prior to fourteen (14) days following to the issuance of this permit is undertaken at owner's risk due to the public's right to object pursuant to Section 120.57 Florida Statutes.
2. This approval is only for the construction of a wastewater collection system and does not relate to the wastewater transmission and treatment aspects. Moreover, this approval does not grant the applicant the right to connect any facilities to be served by this wastewater collection system. In order to connect the applicant shall obtain approval from the receiving utility and a Sewer Capacity Certification Letter (allocation) from DERM, in conformance with the provisions of paragraph 16C of the First Partial Consent Decree (Case No. 93-1109 CIV-MORENO), between the United States of America and Miami-Dade County and section 42.3 of Miami-Dade County Chapter 24. This project will also be contingent upon the placing into service of all the necessary encumbrances by each sanitary sewer utility participating in the transmission of the flows from the point of origin up to the wastewater treatment plant.
3. Provisions must be made to assure uninterrupted service in the area during the time of construction.
4. **Any modification to this permit shall require approval by this Department before the submittal of the Certification/FDEP Notification of Completion of Construction for a Domestic Wastewater Collection/Transmission.**
5. **Upon completion of construction of this project, the wastewater collection system shall not be placed into service until the Department has received, reviewed, and approved a completely executed Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation, DEP FORM 62-604.300(8)(b); pages 1, 2, and 3 and the following attachments:**
 - a) **A completely executed Miami-Dade County, Department of Regulatory and Economic Resources (RER), Water & Wastewater Division form: Domestic Wastewater Collection/Transmission Systems Certification of Completion of Construction, page 1 of 1.**
 - b) **Copy of the infiltration/exfiltration test reports.**
 - c) **A set of as-built drawings, signed and sealed.**
 - d) **A Certification Review fee for the amount of \$129.00.**

The DEP and the DERM-Domestic Wastewater Collection/Transmission Systems Certification of Completion of Construction forms can be obtained from the County's Web page at:

<http://www.miamidade.gov/permits/home.asp>

- i. Select "Environment" in the first box, then
 - ii. Select "One-Time Permits", in the second box, and then scroll down to "Sewer Extension Permit". The Forms are on the right hand side.
6. DERM shall be notified three (3) days prior to performing infiltration/exfiltration test(s). Notification shall be emailed to the Water and Wastewater Division at PSO@miamidade.gov. The email notification shall include the SE# and project name. This requirement applies for the private and public systems.

Note: If no notification is received prior to performing the infiltration/exfiltration/pressure/PS star-up test(s), the applicant will be required to perform the re-test(s) and a mandatory inspection will be performed for the second test.

Certification of this project shall not be issued until all Specific Conditions above are submitted and Approved by DERM.

Placing this system into operation without the proper approval from the Department shall constitute a violation of state and county regulations and enforcement actions may be taken accordingly.

25th Day of April, 2023
Miami-Dade County
Division of Environmental Resources Management

Frank
Lezcano

Digitally signed
by Frank Lezcano
Date: 2023.04.25
17:30:25 -04'00'

For

Lisa Spadafina
Director

Invitation for Bids

**Sanitary Sewer Gravity Main Relocation
along 133rd Street**

BID SET

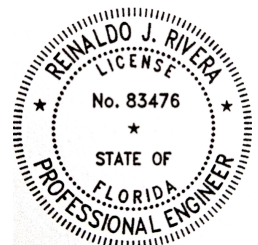


Opa-Locka Commission:
Mayor Veronica J. Williams
Vice Mayor John H. Taylor Jr

Commissioners:
Dr. Sherelean Bass
Chris Davis
Audrey Dominguez

City Administration:
Darvin Williams, City Manager
Burnadette Norris-Weeks, City Attorney
Joanna Flores, City Clerk

Public Works Department:
Airia Austin, Public Works Director
Adelina Gross, CIP Manager




Digitally signed by Reinaldo J. Rivera-Reyes
DN: E=rjrivera_83476@300engineering.com,
CN=Reinaldo J. Rivera-Reyes, O=300
Engineering Group, P.A., L=Coral Gables,
FL-Florida
SERIALNUMBER=MAS20230602780565, C=US
Reason: I am approving this document
Date: 2023.06.23 13:56:51 -0400

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THE CITY OF OPA-LOCKA
OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

TO THE COMMISSION OF THE CITY OF OPA-
LOCKA, FLORIDA

Ladies and Gentlemen:

The undersigned bidder proposes to furnish all labor, tools, material and supplies, and to sustain all the expense incurred in doing the work set forth below that may be awarded the undersigned by the City of Opa-Locka, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the Office of the City Engineer of Opa-Locka, which are referred to below and made a part hereof, at the following combination of lump sum prices:

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
1.	Lump Sum (Divided into 2 or 4 payments See Measurement and Payment for Conditions)	For performing preparatory work and operations in mobilizing for beginning the work of the Project, but excluding materials and permit costs, both of which are paid under other payments items, the lump sum of _____ Dollars and _____ Cents	\$ _____
2.	525 LF	For selling and delivering to the City 8" PVC (C-900) pipe and fittings for Gravity Sewer, the price per lineal foot of _____ Dollars and _____ Cents	\$ _____
3.	525 LF	For installing 8" PVC (C-900) pipe and fittings for Gravity Sewer, the price per lineal foot of _____ Dollars and _____ Cents	\$ _____

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
4.	55 LF	For selling and delivering to the City 6" PVC (C-900) Gravity Sewer pipe and fittings for sanitary laterals, the price per lineal foot of _____ Dollars and _____ Cents	\$ _____
5.	55 LF	For installing 6" PVC (C-900) Gravity Sewer pipe and fittings for sanitary laterals, the price per lineal foot of _____ Dollars and _____ Cents	\$ _____
6.	3 Units	For selling and delivering to the City precast manholes, including rims and covers, for the installation of the 8" gravity sewer, the unit price of _____ Dollars and _____ Cents	\$ _____
7.	3 Units	For installing precast manholes, including rims and covers, according to plans for gravity sewers as per drawings, the unit price of _____ Dollars and _____ Cents	\$ _____
8.	Lump Sum	For making a connection of 8" gravity sewer to an existing sewer manhole at: NW 133 rd Street (STA 11+62.58±) including core and drill, as shown on the Plans, complete, the price per lump sum of _____ Dollars and _____ Cents	\$ _____

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<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
9.	3 Units	For selling and delivering to the City 6" sanitary sewer cleanout assemblies, including rims and covers, the unit price of _____ Dollars and _____ Cents	\$ _____
10.	3 Units	For installing 6" sanitary sewer cleanout assemblies as per drawings, the unit price of _____ Dollars and _____ Cents	\$ _____
11.	Lump Sum	For plugging and grouting the existing sanitary sewer pipe, the lump sum price of _____ Dollars and _____ Cents.	\$ _____
12.	290 CY	For the excavating of existing backfill material at the project site location, the price per cubic yard of _____ Dollars and _____ Cents.	\$ _____
13.	65 CY (Contingent Item)	For furnishing and placing suitable Backfill required for gravity sewer placement, the price per cubic yard of _____ Dollars and _____ Cents.	\$ _____

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
14.	350 SY (Contingent Item)	For milling (nominal 1 inch thick), surface course for permanent paving repairs, the price per square yard of _____ Dollars and _____ Cents.	\$ _____
15.	350 SY	For furnishing and installing limerock base for Type "I" permanent paving repairs as per details provided in plans, the price per square yard of _____ Dollars and _____ Cents.	\$ _____
16.	350 SY	For constructing for Type "I" permanent paving repairs as per details provided in plans, the price per square yard of _____ Dollars and _____ Cents.	\$ _____
17.	Lump Sum	For replacing pavement markings damaged, removed, or obliterated by the contractor's operation, the lump sum price of _____ Dollars and _____ Cents.	\$ _____

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
18.	410 SY (Contingent Item)	For restoring sodded area, the price per square yard of _____ Dollars and _____ Cents.	\$ _____
19.	Lump Sum	For providing full Traffic Control during construction, Maintenance of Traffic, the lump sum price of _____ Dollars and _____ Cents.	\$ _____
20.	1590 SF (Contingent Item)	For sheeting and shoring ordered left in place by the Engineer, the price per square foot of _____ Dollars and _____ Cents.	\$ _____
21.	290 CY (Contingent Item)	For removal, transport and legal disposal of unsuitable backfill materials, including tipping fees, the price per cubic yard of _____ Dollars and _____ Cents.	\$ _____
22.	Sub-Total – Bid Items 1 through 21	\$ _____	

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
23.	Dedicated Allowance	For providing uniformed, off-duty policemen for the purpose of maintenance of traffic, the aggregate sum of _____ Dollars and _____ Cents.	\$ _____
24.		For all cost of required permit fees, impact fees, <u>if required by the Engineer,</u> the sum of 5% of the Subtotal, Item 22 $(0.05) \times (\text{Subtotal, Item 22})$ _____ Dollars and _____ Cents.	\$ _____
25.		For unforeseen conditions, for minor construction changes and for quantity adjustments, <u>if ordered by the Engineer,</u> the sum of 10% of the Subtotal, Item 22 $(.10) \times (\text{Subtotal, Item 22})$ _____ Dollars and _____ Cents.	\$ _____
26.	TOTAL BID – (Sum of Bid Item Nos. 22, 23, 24 and 25)	\$ _____	

Note: For a detailed description of each Quotation Item, refer to Section 01025 of the Specifications entitled "Measurement and Payment."

THE CITY OF OPA-LOCKA
OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

The City of Opa-Locka reserves the right to waive any informality in any bid and to reject any or all bids.

TOTAL BASE BID PRICE FOR PROPOSAL (ITEMS 1 THROUGH 23): \$ _____
(FIGURES)

_____ Dollars and
_____ Cents

AMOUNTS SHALL BE SHOWN ON BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BASE BID.

Bidder acknowledges that included in the various items of the bid proposal and in the TOTAL BASE BID PRICE are costs for complying with the Florida Trench Safety Act, F.S. 553.60 et. seq. The Bidder by signing and submitting the Trench Safety Act Compliance Statement is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards.

Contract award shall be based upon the total base bid price, as identified above, by the lowest responsive, responsible bidder.

FIRM NAME (PRINT)

BIDDER'S SIGNATURE

THE CITY OF OPA-LOCKA
OPA-LOCKA, FLORIDA

GENERAL CONDITIONS

- 1.0 PERFORMANCE OF WORK:** The Contractor shall supply all labor, transportation, materials, machinery, tools, apparatus and equipment necessary for the entire proper and substantial completion of his work, and be accountable for the safe, proper and reasonable construction, maintenance and use of the same during construction, and shall remove all construction equipment upon completion, and shall perform all work in the best and most workmanlike manner. Special care shall be taken by the Contractor in placing and removing stock piles of material, and in the work in general to avoid unnecessary injury to either public property or other areas adjacent to the work.
- 2.0 CONCURRENT WORK:** Work may be performed concurrently by the utilities in the City or the City's Contractor in the right-of-way and it shall be the responsibility of the Contractor to coordinate his work with the utility companies, the City and the City's Contractors.
- 3.0 USE OF PUBLIC STREETS:** Construction shall be performed in such a manner as to provide a minimum of inconvenience to the residents of the area. Any other excavated material spilled from trucks shall be removed by the Contractor and the streets shall be cleaned twice daily to the satisfaction of the Public Works Director.
- 4.0 EXISTING UTILITIES AND STRUCTURES:** It will be the Contractor's responsibility to exercise all caution in the vicinity of any utility. The Contractor shall be fully responsible for, and make good all damages to buildings, telephone or other cables, sewers, water pipes, pavement, driveways, walls, sprinkler systems, survey markers, or other structures which may be encountered whether or not shown on the plans. The Contractor shall have a utility check performed prior to any construction.
- 4.1** The locations of existing utilities have been prepared using the best information available, however, the information is not guaranteed. The Contractor shall be responsible for determining the location, character and depth of all utilities. The Contractor shall be responsible for and make good all damages to all pavement structures and utilities which may be encountered whether or not shown on the plans. The cost of restoration shall be included in the unit price stated in the proposal for the related work. No extras for restoration will be allowed.
- 4.2** The Contractor shall protect from damage all utilities, structures, surface and subsurface structures at or near the site of the work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to comply with the requirements of this contract or the failure to exercise reasonable care in the performance of the work. If the Contractor fails or refuses to

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repair any such damage promptly, the City may have the necessary work performed and charge the cost thereof to The Contractor.

- 4.3 At points where The Contractor's operations are adjacent to utility facilities, which if damaged, might result in expense, loss, disruption of service or other undue inconvenience to the public or to the Owner, work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor. The Contractor shall be solely and directly responsible to the Owner and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by The Contractor's operations.
- 4.4 The Contractor shall not repair or attempt to repair utility damage but shall immediately contact the utility owner. The Contractor shall obtain the name, address, and telephone number of each utility company to contact. The Contractor shall submit to the Engineer these said names and addresses.
- 4.5 The Contractor shall comply with the Florida Building Code and City Code regarding precautions to be taken in the protection of existing vegetation, structure, utilities and improvements.
- 4.6 The Contractor shall maintain access to fire hydrants and alarm boxes throughout the prosecution of the work. Hydrants and fire alarm boxes shall be kept clear and kept visible at all times unless approved otherwise. If visibility cannot be maintained, The Contractor shall provide clearly visible signs showing the location of the fire hydrant and fire alarm boxes.
- 4.7 The Contractor shall comply with the requirements of the Clean Air Act and the Federal Water Pollution Control Act as well as other requirements specified in those regulations and guidelines listed thereunder.
- 5.0 **EXISTING LANDSCAPING:** The Contractor shall be fully responsible for maintaining in good condition, existing trees, grass and shrubs situated within the designated right-of-way, project site or on private property adjacent to the work.
- 6.0 **EXISTING SIGNS AND UTILITY CASTINGS:** All existing signs and utility castings shall be preserved and shall remain the property of the City of Opa-Locka. Those not reused shall be delivered to the Opa-Locka Public Works Yard at 12950 NW 42 Ave in Opa-Locka, FL 33054.
- 7.0 **STOCK PILING MATERIALS:** Contractor shall not stockpile materials at the project site unless approved in writing by the Engineer.
- 8.0 **PERMITS:** The Contractor shall obtain all required occupational licenses and permits, etc., and pay all required fees. Permits issued by the City will be issued without charge to the Contractor
- 9.0 **EXTRAS:** Bills for extras will be allowed only when work is ordered in writing and approved by the Public Works Director. No money will be allowed for extra work

unless approved in writing, beforehand, by the Public Works Director.

- 10.0 CLEANING UP:** The Contractor will be required to leave the work and adjacent areas free of any accumulated rubbish or surplus materials on a daily basis, unless otherwise directed by the Public Works Director. In the event of failure or undue delay on the part of the Contractor, the City may employ such equipment and labor as may be necessary, and charge such costs against the Contractor and deduct the amount from the monies due the Contractor for work performed.
- 11.0 RESTORATION:** The Contractor shall complete all restoration as the work is completed but in no event later than five (5) working days.
- 12.0 TESTING:** The Engineer or other person designated by the Public Works Director to supervise the work shall have the right at any time to have tests made on any material used on the job. All expenses for tests shall be borne by the City of Opa-Locka, except the cost of re-testing materials which failed to meet the specifications and waiting time due to Contractor failure to be ready for tests when scheduled. The cost and scheduling of such re-testing shall be the responsibility of the Contractor. All re-testing shall be done by the testing laboratory which test the failed samples. The Contractor will inform the City of his source of materials with sufficient time to secure the necessary samples and perform the necessary tests. The Contractor shall request and receive inspections of specific phases of work as required elsewhere in these specifications. The Contractor shall provide current modified proctor test results for all fill material used on the job.
- 13.0 PAYMENT:** Payment will be made in full compensation for all work performed, materials, labor, tools and equipment furnished, and incidental expenses necessary to complete the work. Payment shall be made on 90% of the monthly estimate and upon the presentation of partial releases of lien. Final payment shall be made upon presentation of a completion statement, receipt of the final releases of lien, receipt of as-built drawings and after final acceptance by the City.
- 14.0 ACCEPTANCE:** Acceptance by the City shall not relieve the Contractor of the responsibility of correcting any defective part of the work resulting from either workmanship or materials or replacing or repairing damaged property resulting from any phase of the Contractor's work.
- 15.0 GUARANTEE:** The Contractor shall guarantee all materials and workmanship for a period of one year from the date of **acceptance** by the City.
- 16.0 LINE AND GRADE:** Where required as determined by the Engineer, the City will establish a base line and reference elevations. All additional lines and grades required for completion of the work shall be furnished at the Contractor's expense.
- 17.0 TRAFFIC MAINTENANCE:** The Contractor shall provide all temporary signing, striping, detouring, barricading, signals, competent flagmen, etc. required in accordance with the minimum requirements of the latest Manual of Uniform Traffic

Control Devices, whenever and wherever needed for pursuance of the project, and/or as directed by the Engineer. The Contractor shall also coordinate these operations with the City of Opa-Locka Public Works Department. The Contractor shall supply the Engineer with a traffic maintenance plan.

- 18.0 PROTECTION OF WORK:** It shall be the Contractors' responsibility to protect the public and workmen from ongoing construction hazards.
- 19.0 UNIFORMED POLICE:** The Contractor shall be responsible for obtaining the services of the uniformed police officers as needed or as directed by the Engineer. The Contractor shall be reimbursed for the direct, actual expenses for such uniformed police officers.
- 20.0 INSPECTION:** Inspection will be required during all phases of construction, and it shall be the Contractor's responsibility to contact the Engineer or its representative when any work is being performed. The Contractor shall also be responsible for coordinating all inspections of work performed by Subcontractors. Failure to contact the Engineer/Architect or its representatives to obtain the required inspections shall be sufficient cause for rejection.
- 21.0 LICENSES:** The Contractor and all Subcontractors shall submit at the time of bidding, copies of all licenses held by the Company that pertain to the type of work to be performed under this contract. Failure to submit copies of licenses is grounds for rejection of the bid.
- 22.0 CONTACT PERSON:** The Contractor shall provide the Engineer with a local (Miami Dade County) telephone number where the Contractor can be contacted 24 hours a day for the duration of the project.
- 23.0 UTILITY COORDINATION:** The City will not be liable for any delay or added expense the Contractor experiences due to the actions of others, nor shall the City be held responsible for any damages which may be incurred, due to the actions of the Contractor or representative.
- 24.0 EXAMINATION OF PREMISES:** Before submitting proposals for his work, each bidder will be held to have examined the premises and satisfied himself as to the existing conditions under which he will be obligated to work, including all conditions which will in any way affect the work under this contract.
- 25.0 NON-EXCLUSIVE CONTRACT:** Nothing in this contract shall prevent the City from employing other contractors to perform the same or similar work. This can include other contractors working concurrently on the same location.

THE CITY OF OPA-LOCKA
OPA-LOCKA, FLORIDA

SPECIAL CONDITIONS

1.0 SCOPE OF WORK:

1.1 GRAVITY MAIN RELOCATION: The work generally consists of but is not necessarily limited to the following: the selling, delivering and installing of Contractor furnished materials and equipment necessary for the complete relocation of an 8-inch gravity sewer along NW 133rd Street. Relocation including cleaning and testing as required, maintenance of sewer service; together with all appurtenant for miscellaneous items and work for a completed project.

2.0 COMPLETE PROJECT REQUIRED: The specifications describe the various items or classes of work required enumerating or defining the extent of same where necessary to clarify the drawings, but failure to list any items shall not relieve the Contractor from furnishing, installing and performing such work where shown on the drawings, required by any part of the specifications or necessary for the satisfactory completion of the project.

3.0 WORK SCHEDULE: The Contractor shall submit schedules which show the order in which the Contractor proposes to carry out the work with dates for starting various parts of the work and estimated completion dates. The progress schedules shall be furnished to the Engineer prior to the pre-construction meeting date which will be established by the City.

4.0 PRE-CONSTRUCTION MEETING: After the contract has been awarded and signed, but prior to commencement of work, a pre-construction meeting shall be held. The meeting shall be attended by authorized representatives of the City and Contractor. The purpose of this meeting will be to review the Contractor's submitted progress schedule, clarify jurisdiction and to acquaint all parties present with the authorized representative to be notified. The Contractor will be notified in writing as to the date and place of the meeting.

5.0 AS-BUILT INFORMATION: As work progresses, the Contractor must record all information pertaining to changes and deviations from the contract drawings with special attention to all underground installations. At completion of the job, the Contractor shall submit a complete set of reproducible as-built drawings to the City.

Additionally, the Contractor shall maintain a field book with all deviations recorded. The completed as-built sketches and field books shall become the property of the

City. As-built information must be supplied with each pay request. Failure to provide as-built information is cause to reject pay request.

- 6.0 LIQUIDATED DAMAGES:** Should the Contractor, or in the case of default, the surety, fail to fully complete the work within the time stipulated in the proposal, the minimum sum of five hundred dollars (\$500.00) per day shall be deducted from any money due the Contractor not as a penalty but as liquidated damages.

7.0 APPROVAL OF MATERIALS:

7.1 Whenever in these plans and/or specifications a certain brand of materials is specified, it is done for establishing the level of quality, capacity and the characteristics desired. Materials or products specified by the name of manufacturer or the brand or trade name or catalog reference shall be the basis of the bid.

7.2 The Contractor shall make written request for the use of alternate materials within ten (10) days after the Contract is signed, and before ordering any materials requiring approval. If the Contractor makes no request for approval of alternate materials within ten (10) days of the signing of the Contract, it shall be assumed that he intends to furnish the items specified.

7.3 The use of materials other than that specified without the written approval of the Engineer shall be sufficient reason for rejection of the work.

- 8.0 USE OF PUBLIC STREETS:** Construction in the right-of-way or streets shall be performed in such a manner as to provide a minimum of inconvenience to the residents of the area. Access to all residents' homes shall be maintained at all times. A minimum of one traffic lane shall be open at all times.

9.0 STRIPING:

9.1 Temporary striping shall be placed within 48-hours of completion of each course of asphalt unless another course is placed within 48-hours. The cost of temporary striping shall be included in the unit cost of permanent thermoplastic striping.

9.2 Permanent thermoplastic striping shall be placed within 30 days of completing final paving unless otherwise approved by the Engineer.

- 10.0 RESTORATION OF SURVEY MARKERS:** When existing survey markers are removed or destroyed as a result of the construction, it shall be the responsibility of the contractor to replace them using a registered licensed surveyor.

- 11.0 PROJECT LAYOUT:** The Contractor shall layout the proposed work and contact all utilities to verify utility locations. If changes are required, due to conflict or design, the Engineer will make the final determination.

12.0 WORKING HOURS: The normal City working hours are Monday through Friday 8:00 a.m. until 5:00 p.m.

13.0 FINANCIAL STATEMENT: As part of the Contractor's submittal, he/she shall include a certified financial statement detailing the company's financial status over the previous two years.

14.0 NOTICE TO PROCEED: A single notice to proceed will be issued for this project. Upon receipt of the notice to proceed, the contractor shall commence work upon the site(s) within 10 working days and continue such work in an expeditious manner to a conclusion acceptable to the Engineer. No more than 7 consecutive days without construction activity will be allowed unless approved by the Engineer.

15.0 ENVIRONMENTAL PROTECTION:

General Requirements – The Contractor shall provide and maintain environmental protection during the life of the Contract. Environmental protection shall be provided to correct conditions that develop during the conductance of the work, or that are required to control pollution that develops during the development of project. The Contractor's operations shall comply with all Federal, State and local regulations pertaining to water, air, solid waste, and noise pollution.

Protection of Natural Resources – It is intended that the natural resources within the site and outside the limits of permanent work performed under this Contract be preserved in their existing condition or be restored to an equivalent or improved condition upon completion of the work. The Contractor shall confine his work activities to areas defined by the Contract Documents. All work under this contract shall be performed in such a manner that any adverse environmental impacts are reduced to a level that is acceptable to the City. At all times special measures shall be taken to prevent oily or hazardous substances from entering the ground, drainage areas, or local bodies of water.

Control and Disposal of Wastes – The Contractor shall transport and dispose of all waste in a manner that complies with Federal, State, and local requirements. The Contractor shall provide the Engineer with a copy of any state and/or local permits or licenses which reflect such agency's approval and compliance with applicable solid waste disposal regulations. The permits or licenses which reflect such agency's approval and compliance with applicable solid waste disposal regulations. The permits or licenses and the location of the disposal area shall be provided prior to transporting any waste material. Fueling and lubricating of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil shall be disposed of in accordance with approved procedures meeting Federal, State and local regulations.

Preservation of Water Courses – The Contractor shall maintain the working area free of excess debris and litter. Furthermore, the Contractor shall take all necessary precautions to protect the Canal waterway in a manner that complies with Federal, State, and local requirements.

The maximum use of low-noise emission products as certified by the Environmental Protection Agency shall be made when available.

16.0 SAFETY: The Contractor shall be responsible for the safety of the Contractor's employees. The Contractor shall abide by all Federal, State, County, and City safety requirements and regulations. The Contractor is responsible to furnish the Contractor's employees with all required safety equipment. The Contractor is required to comply with all applicable OSHA regulations including, Right to Know, Confined Space Entry, Airborne Blood Pathogens.

The Contractor is fully responsible to furnish safety equipment to all of the Contractor's employees on the Owner's job site, including but not limited to safety glasses, gloves, vests, hard hats, braces or any other required safety item. The Contractor is required to make certain that each employee is wearing the proper safety clothing including shoes.

17.0 CONFINED SPACE ENTRY PERMIT: The Contractor must comply with all the provisions contained in OSHA 1910.146 and shall show proof of compliance with the first project invoice. No payment shall be made until such proof is presented and approved by the City.

TECHNICAL SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

01010 SUMMARY OF WORK

PART 1 – GENERAL

1.0.1 SCOPE OF WORK

- A. This section describes the project in general and provides an overview of the extent of the work to be performed under this Contract. Detailed requirements and extent of work is stated in the applicable Specification sections and shown on the Contract Drawings. The Contractor shall, except as otherwise specifically stated herein or in any applicable parts of the Contract Documents, provide and pay for all labor, materials, equipment, tools, construction equipment, and other facilities and services necessary for proper execution, testing, and completion of the work under this Contract.

1.0.2 DEFINED TERMS

- A. As-Built Drawings: As-built drawings reflect field changes and construction modifications to the conformed Bid Documents.
- B. Contract Documents: Shall mean all those documents named in the contract.
- C. Contractor: Contractor shall mean any person engaged to supply labor, materials or equipment for use in the fulfillment of the project.
- D. Construction Drawings: Shall mean the drawings, plans, or reproduction thereof which show scope, character, location, dimensions, and other details of the work to be performed under the Contract Documents.
- E. Engineer: Shall mean the City Engineer of the City of Opa-Locka, Public Works Department, or City's designee.
- F. Project: Shall mean and include all construction, for which the Contractor is responsible under the contract documents
- G. Regulations: Shall mean laws, ordinances, statutes, and lawful order issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the work.
- H. The City: Shall mean the City of Opa-Locka, Florida.

- I. Work: Shall mean all labor, permits, bonds, equipment, materials and incidentals required.

1.0.3 SPECIFICATIONS

- A. The specifications included in these Contract Documents establish the minimum performance and quality requirements for materials and equipment together with the minimum standards for quality of workmanship and appearance. Generally, there has been no attempt to separate the Specification sections into groups for the work of separate Subcontractors, or for work to be performed by the various trades. Should there be any question as to the interpretation of any Specification section or part of Specification section, such question should be directed to the Engineer prior to the submittal of a proposal for the work under this Contract.
- B. The Gravity Main Relocation work shown on the drawings is intended to be comprehensive and descriptive, not an exact and complete representation of the actual finished work. Pipeline replacement shall include all accessories and components required to provide a complete and satisfactory system as specified, even though some items may not be specifically shown on the drawings.
- C. It is the intent of the City to obtain a complete functional, and satisfactory installation under this Contract, and any items of labor, equipment or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the plans or stated herein.
- D. The Contractor shall also supply all sheeting, shoring, bracing and all other labor, material or equipment required to preclude damage to, or loss of functionality of, any existing facility or system.

1.0.4 REASONABLY IMPLIED PARTS OF THE WORK

- A. Any part of the work which is not mentioned in the specifications but is shown on the drawings, or any part not shown on the drawings but described in the specifications, or any part not shown on the drawings nor described in the specifications, but which is necessary or normally required as a part of such work, or is necessary or required to make each installation satisfactorily and legally operable, shall be performed by the Contractor as incidental work, without extra cost to the City, as if fully described in the specifications and shown on the drawings, and the expense thereof shall be included in the applicable unit prices or lump sum bid for the Work.

1.0.5 DESCRIPTION OF WORK

- A. The project proposes the installation of an 8-inch PVC (C-900) gravity main pipe, three 6-inch sanitary laterals, the installation of three (3) precast manholes and a connection to an existing manhole in 133rd Street. The project would involve plug, cap and grout of the existing line to be abandoned in place, excavation for new pipeline, sloped

backfill for gravity sewer installation, asphalt pavement restoration and pavement markings

- B. The project is located along 133rd Street, between NW 42nd Avenue and NW 43rd Avenue. 133rd Street is owned by Miami Dade County.
- C. The project involves the installation of approximately 519 LF of 8-inch PVC (C-900) gravity main and the installation of three (3) 6-inch PVC (C-900) sanitary laterals of approximately 17 LF each at a 0.4% slope, to replace the existing 8-inch PVC pipe and existing 6-inch private lateral connection. Additionally, three (3) precast manholes will be installed for the project to provide access to the sanitary sewer main. The existing manhole located at the intersection of 133rd Street and NW 43rd Avenue will be cored and drilled for the connection of the proposed 8-inch gravity sewer.
- D. It is the intent of the City to obtain a complete and working installation under this Project and any items of labor, equipment or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the Plans or stated herein.

1.0.6 PROJECT BACKGROUND

The pipeline relocation project proposes the installation of an 8-inch PVC (C-900) gravity main pipe and three 6-inch sanitary laterals along NW 133rd Street. Currently, the existing sanitary sewer line is located within a swale on the north side of 133rd street and has one active 6-inch private lateral connection (approximately 250 LF). The project seeks to relocate the sanitary sewer main within six feet to the North of the centerline of the right of way (ROW) and reconnect the lateral services to the new sewer main.

1.0.7 WORK COVERED BY CONTRACT DOCUMENTS

- A. Following receipt of Notice to Proceed with the work, the Contractor shall notify the Engineer at least ten (10) days before he/she is ready to start actual construction, to allow the City time to make arrangements for inspection of the work.
- B. Work under the Contract shall be scheduled and performed in such a manner as to result in the least possible disruption to the operation of the existing facilities. Any control modifications to the existing facilities shall not be made without first obtaining written permission from the Engineer and the City.
- C. Critical events in the sequence of construction are specified herein. The outline sequence of construction does not include all items necessary to complete the work but is intended to identify the sequence of critical events necessary to minimize disruption to the ongoing operation. The sequence of construction is a precedence requirement and does not attempt to schedule the Contractor's work. It is intended only to indicate which activities must precede other activities in order to minimize interference and disruptions.

- D. The existing facilities shall be maintained in an operable condition by the Contractor during construction, as indicated in the sequence of construction. All work by the Contractor that disrupts the normal operations shall be shown on the Construction Schedule and specifically scheduled with the City's staff. The schedule notification shall consist of a written notice defining the work to be accomplished, the function that will be interrupted, the duration of the interruption, and the mitigation effort to be performed by the Contractor to maintain systems capacity continuously. The written notice shall be submitted to the City fourteen (14) days in advance of the proposed work and the City will respond to the Contractor in writing within seven (7) days of receipt of the notice regarding the acceptability of the proposed plan.

1.0.8 SEQUENCE OF CONSTRUCTION

- A. The general sequence of construction shall be as follows, but **a detailed sequence of construction shall be submitted by the Contractor and approved by the Engineer before any work is started.** The City reserves the right to make changes to the sequence as necessary to facilitate the work or to minimize conflict with operations and no extra compensation will be allowed.
- B. CAPITALIZED ITEMS INDICATE WORK OR FUNCTIONS TO BE PERFORMED BY CITY FORCES. All other items shall be performed by the Contractor with special emphasis on the fact that numerous standard and miscellaneous construction phases are not mentioned specifically but shall be performed by the Contractor as required for a complete Project.

Note: For simplicity, the Sequence of Construction below will not detail the following items. **These shall be the responsibility of the Contractor and no extra compensation will be allowed.**

1. Contractor's field verification of all information provided in the Plans and to determine the type, location, elevation and extent of any utilities which may not have been shown on the Plans.
2. Contractor's operations involving plugging existing mains shall include:
 - a. Excavate existing main and verify its conditions including outside diameter, material and elevation.
 - b. Coordinate with the City for proper flow diversion
3. Installation of fittings, bends, solid sleeves. However, they shall be constructed in sequence with the installation of the pipelines as the work progresses.
4. Installation of precast sanitary sewer manholes for the installation of the gravity sewer pipe.
5. Submit complete "Pre-Approved Product List(s)" and/or shop drawings package to the Engineer in accordance with Section 01340 "Shop Drawings, Product Data and Samples" Obtain all pipe, fittings and appurtenant items to begin the work.

6. Notify "Sunshine State One-Call of Florida Inc., 811," forty-eight (48) hours prior to any excavation. Locate all utilities along the route of the Project.
7. Contractor's PSM shall reestablish the design baseline, vertical control points and reference points, and establish proposed pipeline location in accordance with Section 02314 "Excavation, Backfill and Fill for Structural Facilities and Utility Systems - Construction Methods."
8. After items 6 and 7 are completed, the Contractor shall meet with the City Inspector at the Project site and perform a pre-construction walk-through along the entire route of the Project to identify possible problems or conflicts with the proposed pipeline location.
9. The general sequence of work shall be as follows:

1) Phase I – Mobilization

Step – 1 Initiate mobilization. The Contractor shall set up storage, staging and parking areas, temporary environmental controls and tree protection devices in the project site. Obtain permits, develop and submit construction schedule and start shop drawing submittal. Contractor shall allow access to the other facilities within the project area, including adjacent businesses and homes at all times during construction.

Step – 2 Call for locates (Sunshine 811) and document all location marks in the field.

Step – 3 Contractor shall include the necessary provisions to safeguard the existing utilities noted within the project area. Furthermore, the Contractor shall be advised that the utilities shown on plans are based on best available information and shall take all necessary precautions to confirm, identify, preserve, and maintain the integrity while performing construction.

Step – 4 Contractor shall **immediately** open a dialog with all existing utilities in the project area. Contractor shall notify Engineer of any utility relocation requirements and costs. Utility relocations shall be reimbursed under a dedicated allowance account. Failure to properly coordinate any required utility relocations may result in delays for which the Contractor may be liable for.

Step – 5 Verify locations, elevations, dimensions, manufacturer of pipes, equipment, etc., before ordering materials to complete the work in accordance with the Contract Documents, Shop Drawings and field conditions.

Step – 6 Upon approval of shop drawings, order long lead items so that materials may be delivered in a timely fashion without delays to construction.

2) Phase II – Gravity Main Installation

NOTE: Refer to Drawings, Sheets C-01, C-02

Step – 1 At 133rd Street,

At STA. 11+75±:

Begin construction, install the precast sanitary sewer manhole #2, as per Miami-Dade Water and Sewer Department Standard Detail SS 7.0.

Step – 2 At 133rd Street,

At STA. 13+99±:

Install the precast sanitary sewer manhole #3, as per Miami-Dade Water and Sewer Department Standard Detail SS 7.0.

Step – 3 At 133rd Street,

At STA. 16+81±:

Install the precast sanitary sewer manhole #4, as per Miami-Dade Water and Sewer Department Standard Detail SS 7.0.

Step – 4 At 133rd Street,

From STA. 13+99± to STA. 16+81±:

Install 8-inch PVC (C-900) gravity sewer pipe at a 0.4% slope, as indicated in plans, and clean the pipe.

Step – 5 At 133rd Street,

At STA. 15+90.60±:

Install the 17 LF of 6" PVC Sanitary Lateral and cleanout as per Miami-Dade Water and Sewer Department Standard Detail SS 1.0 and SS 22.0.

Step – 6 At 133rd Street,

At STA. 16+51.30±:

Install the 17 LF of 6" PVC Sanitary Lateral and cleanout as per Miami-Dade Water and Sewer Department Standard Detail SS 1.0 and SS 22.0.

Step – 7 At 133rd Street,

At STA. 16+81.26±:

Install the 17 LF of 6" PVC Sanitary Lateral and cleanout as per Miami-Dade Water and Sewer Department Standard Detail SS 1.0 and SS 22.0.

Step – 8 At 133rd Street,

From STA. 11+75.6± to STA. 13+99±:

Install 8-inch PVC (C-900) gravity sewer pipe at a 0.4% slope, as indicated in plans, and clean the pipe.

Step – 9 At 133rd Street,

From STA. 11+62.58± to STA. 11+75.6±:

Install 8-inch PVC (C-900) gravity sewer pipe at a 0.4% slope, as indicated in plans, and clean the pipe.

Step – 10 At 133rd Street,

At STA. 11+62.58±:

Begin construction, excavate existing Manhole #1, core and drill the manhole and connect the 8-inch PVC (C-900) gravity sewer extension, as per Miami-Dade Water and Sewer Department Standard Detail SS 6.2.

Step – 11 At 133rd Street,

After successful installation of the proposed gravity sewer system and authorization by the City; the Contractor shall excavate existing 8-inch force main, plug, grout and abandon in place, as indicated in the Plans.

3) Phase IV – Final Sitework and Project Closeout

Step 1 – Repair roadway and curbing, access roadway within project site, asphalt areas as required.

Step 2 – Demobilization and related closeout activities shall be in accordance with section 01700 "Project Closeout".

Step 3 – Restore project site to pre-existing conditions, as applicable.

Step 4 – Complete all remaining miscellaneous and appurtenant work, including restoration of damaged survey control points, final inspection and cleanup.

- C.** The Contractor's equipment must be in first class operating condition, including proper mufflers and other silencing accessories. All equipment must be properly lubricated on a special maintenance type schedule to reduce noise, including tracks, rollers, idlers, sheaves and other noise producing components. Care must be taken to prevent oil spillage of any kind or oil dripping from equipment. The Contractor shall provide a temporary electric service for his electric equipment as specified herein below, and shall pay all cost thereof, including all charges for electricity used during the entire course of the project until its acceptance by the City. If the equipment used proves less than satisfactory and is unduly or needlessly disturbing the neighbors, in the opinion of the Engineer, he will have the right to order the Contractor to immediately modify the equipment to make it satisfactory, or to change to other equipment that is satisfactory at no additional cost to the City. During construction the Contractor shall, by sprinkling with water or by other means approved by the Engineer, eliminate dust

annoyance to adjacent property owners. No additional compensation will be paid to the Contractor for any costs incurred in complying with the provisions herein.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

PART 1 – GENERAL

1.0.1. SITE INVESTIGATION

- A. The Contractor acknowledges that he has satisfied them as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation: disposal, handling and storage of materials; availability of labor, water, electric power, roads; disposal of water from construction; uncertainties of weather; the conformation and conditions of the ground; the type of equipment and facilities needed preliminary to and during the prosecution of work and all other matters which can in any way affect the work or the cost thereof under this contract.
- B. The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface materials to be encountered from inspecting the site and from evaluating information derived from exploratory work that may have been done by the City included with these contract documents. Any failure by the Contractor to acquaint the City or them with all the available information will not relieve them from the responsibility for properly estimating the difficult or cost thereof under this Contract.
- C. The Contractor acknowledges that by personal field observation or other means satisfactory to himself, performed prior to the bid, he has included in the prices bid all costs for dealing with all construction problems create by observable above or on grade features on or adjacent to the site of the site of the work whether or not these features are shown on the plans or described in the specifications. In instances where the observable features indicate subsurface conditions which may affect the project work, as for example, a pavement patch or catch basin gratings indicating respectively a utility or storm sewer not shown on the plans, the Contractor acknowledges that he has made timely, diligent, inquiry of the Engineer or by other means fully satisfied themselves prior to the bid as to the nature of, and costs created by, the subsurface condition and included all costs therefore in the prices bid.

1.0.2. SITE CONDITIONS

- A. All information obtained by the City regarding the site conditions, topography, subsurface information, groundwater contamination, groundwater elevations, existing construction of site facilities as applicate, and similar data will be made available for inspection at the office of the Engineer upon request. Such information is offered as advisory information only. Neither the Engineer nor the City assumes any responsibility for the completeness of, or for the Contractor's interpretation of, such advisory information. Prior to bidding and after written approval from the City, bidder shall make his own investigations to satisfy themselves with site conditions at their own cost.

- B. Surface investigations, including test borings, have been made to indicate subsurface conditions at locations in the project.
- C. Prospective bidders are advised, at their own expense, to make such subsurface investigation, by boring or test hole excavation, as may be desirable. However, such work shall be scheduled by appointment with the Engineer if for a City site or by notification to the City and property permitted if in the public right of way.

1.0.3. DIFFERING SUBSURFACE CONDITIONS

- A. In the event Subsurface or latent physical conditions are found materially different from those indicated in these documents and differing materially from those ordinarily encountered and generally recognized as inherent in the character of work covered in these project documents, promptly, and before such conditions are disturbed, notify the Engineer in writing of such changed conditions.
- B. The Engineer will investigate such conditions promptly and following this investigation, the Contractor shall proceed with the work, unless otherwise instructed by the Engineer. If the Engineer finds that such conditions do so materially differ as to cause an increase or decrease in cost and time considered reasonable by the Engineer, the City will make the final decision regarding any adjustment in cost or time for completion.
- C. In the event that site conditions differ from those expected by the Contractor, the Contractor shall proceed to complete the work as contemplated by the plan and specifications on his own cost and expense. If in the discretion of the Engineer, the difference in site conditions renders completion of the work as described by the plans and specifications impossible, the Engineer may alter the work, whereupon the Contractor shall be compensated for any extra work pursuant to "Extra Work and Payment therefore" of the special conditions; the Engineer shall not alter the work where the site conditions render the work more difficult or costly to perform, if such work is otherwise still possible as described in the contract documents.

1.0.4. EXISTING UTILITIES AND LOCATION SERVICES

- A. Known utilities and structures adjacent to or encountered in the work are shown on the drawings. The locations shown are taken from existing records and the best information available from the existing plans; However, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the Engineer or the City for their accuracy or completeness.

- B. No request for additional compensation or Contract time (except for a non-compensable time extension at the sole discretion of the Engineer, whose decision shall be final) resulting from encountering utilities or structures not shown, or differing in location or elevation from that shown, will be considered. The Contractor shall explore sufficiently ahead of the work to allow time for any necessary adjustments without delay to the progress of the installation. Costs due to delays occasioned by encountering underground utilities or structures which could have or should have been discovered by timely exploration ahead of the work shall rest solely with the Contractor.
- C. Prior to proceeding with excavation, the Contractor shall contact all utility companies and all other users of the right of way in the area to aid in locating their underground services. It shall be the Contractor's responsibility to contact utility companies at least three (3) normal working days before starting construction. The Contractor shall proceed with caution in the excavation and preparation so that the exact location of underground utilities may be determined.
- D. It is the responsibility of the Contractor to ensure that all utility or other existing facilities, the stability of which may be endangered by the close proximity of excavation, are temporarily held in position while work proceeds in the vicinity of the facilities and that the utility or other companies concerned be given reasonable advance notice of any such excavation by the Contractor.
- E. The Contractor shall take all reasonable precautions against damage to existing utilities. However, in the event of a break in an existing water main, gas main, sewer or underground cable, the Contractor shall immediately notify the responsible official of the organization operating the interrupted utility. The Contractor shall lend all possible assistance in restoring services and shall assume all cost, charges, or claims connected with the interruption and repair of such services, as determined by the City.

1.0.5. CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Where the Contractor's operation could cause damage or inconvenience to railway, telephone, fiber optic, television, electrical power, oil, gas, water, sewer, irrigation system, or any other utility, public or private, the Contractor shall make all arrangements necessary for the protection of these utilities and services.
- B. Notify all utility companies that are affected by the construction operation at least forty-eight (48) hours in advance. Under no circumstance expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities and utility poles where necessary. Absolutely no extra compensation will be allowed for construction problems created by utility poles of whatever size, overhead electric, telephone or other lines whether shown on the plans or not.

The Contractor is solely responsible for discovering such items in the field prior to bidding and including all costs for such work in the prices bid.

- C. The Contractor and his Subcontractor shall be solely and directly responsible to the Owners and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this contract.
- D. Neither the City nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractors failure to protect utilities encountered in the work.
- E. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no event shall interruption of any utility service be allowed unless granted by the Owner of the utility.
- F. In the event water service lines that interfere with construction are encountered, the Contractor may, by obtaining prior approval of the water utility, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense and as approved by the Engineer.
- G. Replace, with material approved by the Engineer, at Contractor's expense, any and all other laterals, existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents and as approved by the Engineer.

1.0.6. INTERFERING STRUCTURES

- A. Take necessary precautions to prevent damage to existing structures whether on the surface, above ground, or underground. An attempt has been made to show major structures on the plans. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and is presented as a guide. The Contractor is solely responsible for field verification of all information provided and to determine the type, location, elevation and extent of any utilities which may not have been shown on the plans.

1.0.7. FIELD RELOCATION

- A. During the process of construction, it is expected that minor relocations of the work may be necessary. Such relocations shall be made only by the direction of the Engineer at the Contractor's expense. If existing structures are encountered that will prevent construction as shown, notify the Engineer before continuing with the work in

order that the Engineer may make such field revisions as necessary to avoid conflict with the existing structures. If the Contractor fails to notify the Engineer when an existing structure is encountered, and proceeds with the work despite this interference the Contractor does so at his own risk.

- B. Representatives of utility companies, the railroad companies, the traffic and transportation authorities, etc., shall be notified in accordance with the provisions set forth in the relevant sections of the specifications and the permitting documents.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

PART 1 – GENERAL

1.0.1. PLANS BY THE CITY

- A. Plans dated September 2022 and any subsequent revision, thereto, introduced by Addenda prior to bid, showing this work, are hereby made a part of the Contract Documents, and are **listed** as follows:

**OPA-LOCKA
GRAVITY MAIN RELOCATION**

Sheet No.	Drawing No.	Title
GENERAL		
G-01		TITLE SHEET, LOCATION AND LIST OF DRAWINGS
G-02		ABBREVIATION, SYMBOLS, GENERAL NOTES AND LEGENDS
CIVIL		
C-01		PLAN AND PROFILE
C-02		PLAN AND PROFILE

- B. Due to the possibility of typing errors or omissions, the above list shall not be considered as necessarily complete, nor shall the City Standard Details which may be included elsewhere herein be considered as forming a complete listing of all City Standard Details which may apply to this Project. Perform all work shown on all sheets of the Plans, as specified herein or necessary for a complete functional installation and no extra compensation will be made due to the omission or incorrect listing of a Drawing in this Section. All City Standard Details are incorporated in these Contract Documents by reference and all work shall be performed in accordance with all applicable City Standard Details.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

1-15

PART 1 – GENERAL

1.0.1. CONTRACTOR'S RESPONSIBILITY FOR SAFETY

- A. Conduct whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the contract period. This requirement shall apply continuously and not be limited to normal working hours.
- B. The Contractor shall be in compliance with all applicable provisions of the Occupational Safety and health Act of 1970. The Contractor's Manual of Safety Practices, dealing with the firm's policies on field safety procedures for employees shall be submitted to the Engineer for his review before "Notice to proceed" will be issued.
- C. Neither the professional activities of the design professional, nor the presence of the design Professional nor his or her employees and subconsultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including but not limited to, construction means, methods, sequence techniques or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the project documents and any health and safety precautions required by any regulatory agencies.

1.0.2. FEDERAL STATE AND LOCAL SAFETY REQUIREMENTS

- A. Safety provisions shall conform to the federal and state Departments of labor Occupational Safety and Health Act (OSHA), and all other applicable federal, State, County, and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these project Documents. Where any of these are in conflict, the more stringent requirements shall be followed. Contractor's failure to thoroughly familiarize with the safety provisions shall not relieve him/her from compliance with the obligations and penalties set forth therein.
- B. All excavations made in the earth shall be performed in compliance with the State of Florida Trench Safety Act, OSHA 29 CFR 1926 Subpart P (Chapter 90-96, Laws of Florida). The Contractor shall appoint a competent person, in accordance with subpart P, who shall be present at the jobsite. A "competent person" shall mean one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

- C. The Contractor shall be familiar with the “Underground facility Damage” Prevention and safety Act” Florida Statute 556. The Contractor shall contact the Sunshine State One Call of Florida, at 01-800-432-4770 or by submitting an internet ticket entry via www.sunshine811.com) at least 48 hours prior the excavation. Failure to familiarize himself with the safety provisions shall not relieve him/her from compliance with the obligations and penalties set forth therein.
- D. Conduct operations in such a manner utilizing warning devices, such as traffic cones, barricades and warning lights that traffic, pedestrian and City personnel are given adequate warning of hazards of the worksite as may be deemed necessary by the City, Engineer of Record, and governing agency having jurisdiction over the work or political subdivision.
- E. The Contractor shall be in compliance with all applicable provisions of the OSHA Code of Federal Regulations (CFR), including, but not limited to, the following:
1. 29 CFR Part 1910 Subpart D - Walking-Working Surfaces
 2. 29 CFR Part 1910 Subpart G - Occupational Health and Environmental Control
 3. 29 CFR Part 1910 Subpart H - Hazardous Materials
 4. 29 CFR Part 1910 Subpart I - Personal Protective Equipment
 5. 29 CFR Part 1910 Subpart J - General Environmental Controls
 6. 29 CFR Part 1910 Subpart N - Materials Handling and Storage
 7. 29 CFR Part 1910 Subpart P - Hand and Portable Powered Tools and Other Hand-Held Equipment
 8. 29 CFR Part 1910 Subpart Q - Welding, Cutting and Brazing
 9. 29 CFR Part 1910 Subpart S – Electrical
 10. 29 CFR Part 1910 Subpart T - Commercial Diving Operations
 11. 29 CFR Part 1910 Subpart Z - Toxic and Hazardous Substances
 12. 29 CFR Part 1926 Subpart E - Personal Protective and Life Saving Equipment
 13. 29 CFR Part 1926 Subpart H - Materials Handling, Storage, Use, and Disposal
 14. 29 CFR Part 1926 Subpart I - Tools - Hand and Power
 15. 29 CFR Part 1926 Subpart J - Welding and Cutting

16. 29 CFR Part 1926 Subpart K – Electrical
 17. 29 CFR Part 1926 Subpart L – Scaffolds
 18. 29 CFR Part 1926 Subpart M - Fall Protection
 19. 29 CFR Part 1926 Subpart P – Excavations
 20. 29 CFR Part 1926 Subpart Q - Concrete and Masonry Construction
 21. 29 CFR Part 1926 Subpart S - Underground Construction, Caissons, Cofferdams, and Compressed Air
 22. 29 CFR Part 1926 Subpart Z - Toxic and Hazardous Substances
 23. 29 CFR Part 1926 Subpart AA - Confined Spaces in Construction
 24. 29 CFR Part 1926 Subpart CC - Cranes and Derricks in Construction
- F. In addition, the Contractor shall adhere to any other applicable Federal, State and Local Safety and Health Regulations involving General industry and/or Construction Standards not mentioned in the Specifications.
- G. For trench excavations in excess of five (5) feet in depth, the Contractor shall comply with the provisions of Florida Statutes Chapter 553, Part III, "Trench Safety Act," the "Trench Safety Act" section of the Quotation, and Section 6.01 "Excavation."
- H. The Contractor shall comply with the provisions of Florida Statutes Chapter 556, "Underground Facility Damage Prevention and Safety Act." The Contractor shall contact Sunshine 811 by calling 811 or 1-800-432-4770, or by submitting an internet ticket entry via www.sunshine811.com, at least forty-eight (48) hours prior to any excavation. Failure to familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and the penalties set forth herein.
- I. All open excavations made in the earth shall be performed in compliance with OSHA 29 CFR Part 1926 Subpart P - Excavations, and Florida Statutes Chapter 553, Part III, "Trench Safety Act." The Contractor shall appoint a "competent person," in accordance with Subpart P, who shall be present at the job site. A "competent person" shall mean one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

1.0.3. SAFE ACCESS BY FEDERAL, STATE, AND LOCAL GOVERNMENT OFFICIALS

- A. The Contractor shall at all times provide proper facilities for safe access to the work by authorized government officials.

1.0.4. CONSTRUCTION SAFETY PROGRAM

- A. Develop and maintain for the duration of the project, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor's Manual of Safety practices outlining the firm's policies on field safety procedures for employees shall be submitted to the Engineer for review before "Notice to Proceed" will be issued. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.
- B. Certain products specified in these specifications contain warnings by the manufacturers that under certain conditions, if instructions for use are not followed, a hazardous condition may exist. It is the Contractor's responsibility to instruct his workmen in the safe use of the product, or any product substitution.
- C. The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's Safety Supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

1.0.5. SAFETY EQUIPMENT

- A. As part of the safety program, maintain at an office or other well-known place at the jobsite, safety equipment applicable to the work as prescribed by the governing safety authorities, all articles necessary for giving first-aid to the injured, and establish the procedure for the immediate relocation to a hospital or a doctor's care of any person who may be injured on the jobsite.
- B. Perform all necessary work to protect all personnel and the general public from hazard, including, but not limited to, surface irregularities or unramped grade changes, and trenches or excavations. Furnish barricades, lanterns, and proper signs to safeguard all persons and work.
- C. There shall be no oil dripping from equipment or oil spills.
- D. The material shall be stored and handled in a proper and safe manner and upon its use, immediately dispose of the containers, cans, rags, and remnants of the material in a manner approved by the City of Environmental Resources Management at the Contractor's sole cost. The Contractor is not allowed to store empty containers at the site. In case of any violation, the Engineer will report such violation to DERM, and the Contractor shall be subject to all penalties and fines as required by State and County regulations.

- E. The performance of all work and all completed construction, particularly with respect to ladders, platforms, structure openings, scaffolding, shoring, logging, machinery guards and the like, shall be in accordance with the applicable governing safety authorities.
- F. During construction, construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railings, barricades or steel plates, as applicable, at all openings, obstructions, or other hazards. All such barriers shall have adequate warning lights as necessary, or required, for safety.

1.0.6. STORAGE OF HAZARDOUS MATERIALS

- A. The material shall be stored and handled in a proper and safe manner and upon its use, immediately dispose of the containers, cans, rags and remnants of the material in a manner approved by the Department of Environmental Resources Management (DERM) at the Contractor's sole cost. The Contractor is not allowed to store empty containers at the site. In case of any violation, the Engineer will report such violation to DERM and the Contractor shall be subject to all penalties and fines as required by State and County regulations.
- B. The Contractor is hereby cautioned that he cannot store any environmentally hazardous materials such as solvents, greases, lubricants or any other type of chemical substances at the Pump Station site. The Contractor shall be allowed to keep only such materials at the site for immediate use.

1.0.7. ACCIDENT REPORTS

- A. If death, serious injuries, or series damage are caused, report the accident immediately by telephone or messenger to the Engineer. In addition, the Contractor must promptly report in writing to the Engineer and the City all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.
- B. If a claim is made by anyone against the Contractor or any Subcontractor on account of any accident, promptly report the facts in writing to the Engineer and the City, giving full details of the claim.

1.0.8. FIRE PREVENTION AND PROTECTION

- A. Perform all work in fire-safe manner. Furnish and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. Comply with applicable federal, local, and state fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

1.0.9. HURRICANE PREPAREDNESS

- A. During such periods of time as are designated by the United States Weather Bureau as being a hurricane alert, the Contractor shall perform all precautions as necessary to safeguard the work and property, including the removal of all small equipment and materials from the site, lashing all other equipment and materials to each other and to rigid construction, and any other safety measures as may be directed by the Engineer.
- B. During the hurricane season, which runs from June 1st to November 30th, it may become necessary to suspend work due to an impending storm until the proper working conditions prevail. In the event of a tropical storm or hurricane, it is the Contractor's responsibility to secure the jobsite in anticipation of the storm.
- C. Fifteen (15) days prior to beginning of construction, the Contractor shall submit to the City or designee a Hurricane Preparedness Plan. The plan shall outline the necessary measures that the Contractor proposes to perform in the event of a tropical storm or hurricane in order to protect all work, materials, and equipment from exposure and properly safeguard all components of the project.
- D. Prior to the Start of Work: The Contractor shall submit for approval, a plan of action for the specific actions to be taken on this specific project during a hurricane warning. The Contractor shall ensure operation of the by-pass system, if applicable, during the storm event. Backup power shall be included in case of power failure from FPL, as needed.
- E. Upon notification of Hurricane Watch:
 - 1. Formal notification to all Contractors to prepare and submit for approval a Plan of Action for the specific actions to be taken on their particular projects.
- F. Upon notification of a Hurricane Warning:
 - 1. Formal notification to the Contractors to implement their approved plan of action to protect the project and the public.
 - 2. For pipeline construction projects within the public right-of-ways, the Contractor will be notified by the Construction Manager Office to suspend his construction operations. The Contractor will backfill all open trenches, remove all construction equipment and materials from the right-of-way, remove unnecessary traffic barricades and signs, secure remaining barricades by "half burial" or "double sandbags".
- G. Post Disaster Work: In the event of a disaster declaration by the local or state governing authorities, the City may choose to obtain the services of the Contractor to perform work made an imminent priority for the disaster event. The compensation for the additional work caused by the disaster shall be negotiated between the Engineer

and the Contractor with written approval provided by both parties prior to mobilization at the designed location or locations. The value of the work performed shall be up to the original contract with contingencies and dedicated allowances.

1.0.10. JOINT SURVEY TO ESTABLISH AUTHENCITY OF POSSIBLE DAMAGE CLAIMS

- A. The Contractor shall maintain vertical and horizontal survey control points on all structures and improvements, located in the vicinity of the work prior to beginning work, and shall periodically check the points for movements with copies provided to the Engineer, of the survey notes for each survey and a copy of the layout of the survey control points.
- B. After the contract is awarded and before commencement of work, the Contractor shall perform a thorough examination of existing buildings, structures and other improvements in the vicinity of the work, as applicable, which might be damaged by his operations.
 - 1. Examinations of existing structures, buildings, and other improvements in the vicinity of the work shall be done by the Contractor. The scope of the examination shall include cracks in the structures, settlement, leakage, and similar conditions. The City assumes no responsibility for pre-existing conditions of the structure.
 - 2. Records in triplicate of all observations shall be prepared by the Contractor, photographs shall be taken by the Contractor signed and dated, with descriptive information and in the manner specified above. One signed copy of every document and photograph will kept on file in the office of the Engineer. Video recording also required.
 - 3. The above records are intended to be used as indisputable evidence in ascertaining the extent of any damage which may occur as a result of the Contractor's operations and are for the protection of the Contractor and the City, and will be a means of determining whether and to what extent damage, resulting from the Contractor's operations, occurred during the Contract work.
- C. In order to protect himself from being held liable for any existing damaged pavement, including detour routes, the Contractor is advised to notify in writing the authority having jurisdiction over the street where such detective pavement exist prior to proceeding with any work in the vicinity. Preconstruction videos and digital pictures shall be taken with date stamps of the entire area of work. A copy of all such notices shall be forwarded to the City.

1.0.11. TRAFFIC – GENERAL

- A. Traffic safety and traffic control devices shall be employed on all private and public construction work within the public right-of-way. Such measures shall be established and provided in conformance with the following regulations and in conformance with the Miami-Dade County Public Works Manual.
- B. For construction within the City's public right-of-way, the Contractor shall submit two sets of construction plans for review to the City of Opa-Locka Public Works Department.
- C. All traffic control and warning devices so specified shall, unless otherwise specified by the City be furnished, installed according to the Miami-Dade County Public Works Manual, Part I, Standard Details traffic control and safety by a Uniformed Police Officer, when specified, shall be furnished by the Contractor.
- D. The Contractor shall take necessary precautions to ensure complete protection to public health, welfare, and safety. Adequate protection and warning devices shall be placed at locations surrounding work areas to prevent injuries to public properties. Particular emphasis must be placed on safety devices for vehicular traffic. Any work areas that may create a hazard at night shall be well lighted from sunset to sunrise with lamps or lanterns visible from all approaches. All maintenance of traffic signals must be approved by the City.

1.0.12. TRAFFIC SAFETY AND ACCESS TO PROPERTY

- A. Comply with all rules and regulations of the City, state, and County authorities regarding closing or restricting the use of public streets or highways. No public or private roads shall be closed, except by express permission of the City and the controlling authority. Conduct the work to assure the least possible obstruction to traffic and normal commercial pursuits. Protect all obstructions within traveled roadways by installing approved barricades, signs, and lights where necessary for the safety of the public. The convenience of the general public and residents and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner.
- B. Where traffic will pass over backfilled trenches before they are paved, the top of the trench shall be maintained with temporary asphalt that will allow normal vehicular traffic to pass over. Temporary access driveways must be provided where required. Access to businesses, schools and homes along the route of the work shall always be provided by the Contractor.
- C. Supply flagmen and guards or Police when they are required by regulation, when deemed necessary for safety, or required by the Engineer. Flagmen and Guards shall be furnished with approved orange wearing apparel and other regulation traffic control devices.

- D. The Contractor shall be responsible for the maintenance of public streets, detour of traffic (including furnishing and maintaining regulatory and informative signs along the detour route) traffic control and other provisions, throughout the project as required by the City.
- E. Traffic shall be maintained according to corresponding typical traffic control details. No streets shall be completely blocked nor blocked more than one-half at any time, keeping the other half open for traffic without specific approval.

1.0.13. TRAFFIC CONTROL AND USE OF PUBLIC STREETS

- A. The Contractor shall be responsible for traffic control as specified hereinafter. Any reference to the City, its departments, or its published regulations, permits and data, shall be synonymous and interchangeable with other recognized governing bodies over particular areas of streets or their departments, published regulations, permits, or data. Abide by all applicable laws, regulations and codes thereof, pertaining to maintenance of public streets, detour of traffic, traffic control and other provisions as may be required for this project.
- B. The Contractor shall be fully responsible for the maintenance of public streets, detour of traffic (including furnishing and maintaining regulatory and informative signs along the detour route), traffic control and other provisions, throughout the project as required by the City of Opa-locka Public Works Department. Traffic shall be maintained according to corresponding typical traffic control details as outlined in the Miami Dade County Public Works Manual. No street shall be completely blocked nor blocked more than one-half at any time, keeping the other half open for traffic without specific approval.
- C. If required by the Traffic Division, employ the required number of uniformed off-duty policemen to maintain and regulate the flow of traffic through the construction area. The number of men required and the number of hours on duty necessary for the maintenance and regulation of the traffic flow shall be subject to their approval. If required for traffic control permits or agencies, the Contractor shall work odd or night hours, as required for traffic control reasons, and the cost of such work shall be considered as incidental to construction.
- D. The Contractor shall provide all barricades and/or flashing warning lights necessary to warn motorist of the construction throughout the project.
- E. Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic safety at all times. Provide necessary access to all adjacent property during construction.
- F. The contractor shall be responsible for the provision, installation and maintenance of all traffic control and safety devices, in accordance with specifications outlined in the

Miami Dade County Public Works Manual. In addition, provide for the resetting of all traffic control and information signing removed during the construction period.

- G. Where excavations are to be made in the vicinity of signalized intersections, attention is directed to the fact that vehicle loop detectors may have been embedded in the pavement. Verify these locations by inspecting the site of the work and by contacting the Sunshine 811, at 1-800-432-4770, (or by submitting an internet ticket entry via www.sunshine811.com). Any loop detector which is damaged, whether shown on the plans or not, shall be repaired or replaced to the satisfaction of the Traffic Division.
- H. Notify the Traffic Division 24 hours in advance of the construction date, and 48 hours in advance of construction within any signalized intersection.
- I. Temporary pavement will be required over all cuts in pavement areas, and also where traffic is to be routed over swale or median areas. When the temporary pavement for routing traffic is no longer necessary, it shall be removed and the swale or median area restored to their previous condition.

1.0.14. WORKING IN CONFINED SPACES

- A. Where a Contractor needs to work in a confined space, the Contractor must comply with the General Industry, OSHA Confined Space Standard, 29 CFR 1910.146 or the equivalent Confined Space Standard in CFR 1926, Safety and Health Regulations for Construction Standards.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

PART 1 – GENERAL**1.0.1. ENVIRONMENTAL CONSIDERATIONS**

- A. For any work conducted in a contaminated area within the project boundaries where hazardous materials or hydrocarbons have been encountered, were previously known to exist, or is suspected by the Contractor or the City Inspector, the Contractor must comply with all applicable requirements of OSHA, EPA, FDEP and Miami-Dade County Regulatory and Environmental Resources Department.

1.0.2. SPECIALIZED CONSTRUCTION AREA

- A. Specialized construction areas are defined as areas where contaminants are discovered and require construction by personnel qualified by training and equipped with personal protective equipment for such work.
- B. Work in specialized construction areas shall be carried out by personnel qualified by training and equipped for such activities. These personnel shall be either subcontractors with licensing and certification as specialists in this type of construction or the Contractor's own personnel who have taken and been certified as having passed the required training course(s). Licensing and certifications shall be submitted to the City for verification and shall in all cases be satisfactory to both the City and other authorities with jurisdiction. The Field Health and Safety Technician furnished by the Certified Industrial Hygienist or Environmental Engineer shall be present on the site during all construction in specialized construction areas unless the nature of the work is non-hazardous such that either the Site Specific Health and Safety Plan or the Certified Industrial Hygienist or Environmental Engineer authorizes his absence.
- C. Disposal of any contaminated soils and/or groundwater must comply with all applicable federal, state and local requirements.

PART 2 – PRODUCTS

- 2.0.1. The Engineer of Record shall consult with the City regarding its requirement for material type (including pipe, fitting, gasket, valve interior coating, and the like) to be installed in contaminated areas.

PART 3 – EXECUTION**3.0.1. INSTALLATION REQUIREMENTS**

- A. The requirements of this Section shall be closely adhered to in all cases where proposed mains are to be installed in an area of hydrocarbon contamination. These requirements and those imposed by Miami-Dade County Regulatory and Environmental Resources Department or any other agency having jurisdiction in addition to, and take precedence over the City's standard specifications and standard details for ductile iron mains.
- B. Contaminated backfill cannot be placed back into an existing trench. Contaminated fill shall be replaced with clean fill, hauled offsite and legally disposed of at a location which can handle the material.
- C. The City may require gasketed joints be protected by encasing the entire joint with a hydrocarbon impermeable material. In this case, all joint gaskets shall be protected including those on pipe, fittings, valves, fire hydrants and specialty items.

END OF SECTION

PART 1 – GENERAL**1.0.1. SCOPE OF WORK**

- A. Payment for the various items in the Schedule of Payment items, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, taxes, materials, commissions, transportation and handling, bonds, permit fees, insurance, overhead and profit, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the work, all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). Such compensation shall also include payment for any loss or damages arising directly or indirectly from the work.
- B. The Contractor's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Schedule of Payment items or this Section, it shall include the cost for that work in some other applicable bid item, so that its proposal for the project does reflect its total price for completing the work in its entirety.

1.0.2. SUBMITTALS

- A. Informational:
 - 1. Schedule of Values: Submit schedule on City's form.
 - 2. Application for Payment.
 - 3. Final Application for Payment.
- B. Submittals shall be in accordance with Section 01300 "Submittals" and the City's standards.

1.0.3. SCHEDULE OF VALUES

- A. Prepare a schedule of values for the work.
- B. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.
- C. Lump Sum Work:

1. Reflect schedule of values format included in conformed Bid Form.
 2. List Bonds and insurance premiums, mobilization, demobilization, facility startup, and contract closeout separately.
- D. An unbalanced or front-end loaded schedule will not be acceptable.
- E. Summation of the complete schedule of values representing all the work shall equal the Contract Price.
- F. The Contractor shall submit a Schedule of Values for review with the return of the executed Agreement to the Owner. The schedule shall contain the installed value of the component parts of work for the purpose of making progress payments during the construction period.
- G. The schedule shall be given in sufficient detail for proper identification of work accomplished. The Schedule of Values shall directly correlate to each activity outlined in the construction progress schedule and the construction network analysis (specified in the section entitled "Submittals") to accurately relate construction progress to the requested payment. Each item shall include its proportional share of all costs including the Contractor's overhead, contingencies and profit. The sum of all scheduled items shall equal the total value of the Contract.
- H. If the Contractor anticipates the need for payment for materials stored on the project site or off-site in bonded warehouse, it shall also submit a separate list covering the cost of materials, delivered and unloaded with taxes paid. This list shall also include the installed value of the item with coded reference to the work items in the Schedule of Values. Payment for stored materials shall comply with requirements of General Conditions.

1.0.4. APPLICATION FOR PAYMENT

- A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of Contractor.
- B. Use detailed Application for Payment Form provided by the City.
- C. Include accepted schedule of values for each portion of work and the unit price breakdown for the work to be paid on unit price basis, and a listing of Owner-selected equipment, if applicable, and allowances, as appropriate.
- D. Preparation:
1. Round values to nearest dollar.

2. List each Change Order and Written Amendment executed prior to date of submission as separate line item. Totals to equal those shown on the Transmittal Summary Form.
3. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form, a listing of materials on hand as applicable, and such supporting data as may be requested by Owner.

1.0.5. MEASUREMENT—GENERAL

- A. Weighing, measuring, and metering devices used to measure quantity of materials for work shall be suitable for purpose intended and conform to tolerances and specifications as specified in National Institute of Standards and Technology, Handbook 44.
- B. Whenever pay quantities of material are determined by weight, material shall be weighed on scales furnished by Contractor and certified accurate by state agency responsible. Weight or load slip shall be obtained from weigher and delivered to the City or City's representative at point of delivery of material.
- C. If material is shipped by rail, car weights will be accepted provided that actual weight of material only will be paid for and not minimum car weight used for assessing freight tariff, and provided further that car weights will not be acceptable for material to be passed through mixing plants.
- D. Vehicles used to haul material being paid for by weight shall be weighed empty daily and at such additional times as required by the City. Each vehicle shall bear a plainly legible identification mark.
- E. Materials that are specified for measurement by the cubic yard measured in the vehicle shall be hauled in vehicles of such type and size that actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. Vehicles shall be loaded to at least their water level capacity. Loads hauled in vehicles not meeting above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for such material.
- F. Where measurement of quantities depends on elevation of existing ground, elevations obtained during construction will be compared with those shown on drawings. Variations of 1 foot or less will be ignored, and profiles shown on drawings will be used for determining quantities.
- G. Units of measure shown on Bid Form shall be as follows, unless specified otherwise. All methods of measurement shall be approved by the City.

<u>Item</u>	<u>Method of Measurement</u>
AC	Acre – Field Measure
CY	Cubic Yard – Field Measure within limits specified or shown, or measured in vehicle by volume, as specified
EA	Each – Field Count
GAL	Gallon – Field Measure
HR	Hour
LB	Pound(s) – Weight Measure by Scale
LF	Linear Foot – Field Measure
LS	Lump Sum – Unit is one; no measurement will be made
SF	Square Foot
SY	Square Yard
TON	Ton – Weight Measure by Scale (2,000)

1.0.6. MEASUREMENT AND PAYMENT

A. General:

1. Payment for all the work completed under this Project shall be made in accordance with the provisions of the "Special Conditions" on the basis of the specific provisions of this section of the Specifications.
2. The Contractor will be paid each month the value of the work completed during the preceding month (less retainage) and the invoiced cost including applicable sales taxes and shipping value (less retainage) of materials not already used, but which have been furnished by the Contractor under the Specifications, provided that such materials have been delivered, properly stored and inspected by the Engineer and that payment therefore has been satisfactorily certified by the Contractor to the Engineer. Remaining cost for materials (less retainage) will be paid at the same time as installation. Any payment for materials which are not used will be withheld from the final payment.
3. The Contractor shall receive and accept the compensation as provided in the Quotation, the ITB and "Invoices and Payments" of the "Special Conditions" as full payment for furnishing all labor, materials, tools and equipment, for performing all operations necessary to complete the work under this Contract, and also in full payment for all loss or damages arising from the nature of the Work, or from the action of the elements or from unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the City.
4. The cost breakdown (or Schedule of Values) referred to herein is defined in "Schedule of Values" of the "Special Conditions." The cost breakdown (Schedule of Values) approved by the Engineer will be used as the basis for making progress payments and for determining the cost of extra work which is the same or similar (as determined by the Engineer) to that defined in the "Schedule of Values."

5. The prices stated in the Quotation includes full compensation for overhead and profit, all costs and expenses for taxes, labor, equipment, furnishing and repairing small tools and ordinary equipment, mobilization, home office expenses and general supervision, materials, commissions, transportation charges and expenses, patent fees and royalties, bond, insurance, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Plans and specified herein. In addition, the Contractor shall include the actual cost of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, union dues, pension, pension plans, vacations, and insurance and contractor's public liability and property damage insurance involved in the work based on the actual wages paid to such labor and all other general costs and profits, prorated to each item.
6. Unless otherwise specifically stated elsewhere herein, the Contractor shall include in the prices bid all materials, electrical supply, fuel, lubricants, temporary equipment, temporary wiring, temporary piping and fittings, pumps, gages, and all other items of whatever nature required to completely test, balance, disinfect if required, and put into fully operational condition all equipment and/or systems supplied by either the City or the Contractor and installed as a part of this Project. Further, any test materials supplied by the Contractor shall be completely satisfactory to the City. Any decision as to whether a particular material is suitable for test purposes shall be at the sole discretion of the Engineer whose decision shall be final. Any material considered not suitable shall be immediately replaced by the Contractor with suitable material and no extra compensation will be allowed."
7. It is the intent of the City to obtain a complete and working installation under this Contract, and any items of labor, equipment or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the Plans or stated herein.
8. For purposes of determining the monthly payments to be made to the Contractor for work accomplished, the value of the work completed shall be determined in the following manner:
 - a. Excavation, installation of pipe, fittings, completed backfill, plugging existing mains and temporary paving repairs shall constitute seventy-five percent **(75%)** of the price bid for these Quotation Items.
 - b. Submittal of the PSM's daily progress reports and/or field book notes and monthly as-builts of the work that has been performed to date (all documents subject to approval and acceptance by the City) shall constitute ten percent **(10%)** of the price bid for these Quotation Items.
 - c. Completion of all sitework restoration, shall constitute five percent **(5%)** of the price bid for these Quotation Items.

- d. Submittal of the final as-builts to the satisfaction of the Engineer, completion of all surface repairs, restoration of public or private facilities, appurtenances, and all other work not provided for under other Quotation Items shall constitute the remaining ten percent **(10%)** of the price bid for these Quotation Items.

B. Price Bid:

1. The price bid for each item shall be stated in both words and figures in the appropriate places in the Quotation form. All blank spaces for bid prices must be filled in with ink, or with a typewriter. The Bidder is further directed that any and all alterations, changes, corrections and modifications, made to the Quotation forms prior to submission of bids, must be initialed by the Bidder. Non-compliance by the Bidder of this directive may be grounds for rejection of his bid.
2. In the event that there is a discrepancy between the price written in words and the price written in numbers, the price written in words shall govern except where the number of units multiplied by the unit price shown in numbers equals the total price for that bid item. In such case the unit price shown in numbers shall govern over the unit price shown in words.
3. Where an error is made in the calculation of the total bid price of an item, the unit price shall govern.
4. If the bidder makes an error in his addition of the total bid prices of the applicable items in the Quotation, the correct sum of its applicable bid item totals shall be the Total Bid.
5. It has been determined that the City is not exempt from the payment of Florida State Sales Tax under this Contract. All items of materials, equipment and supplies furnished by the Contractor and remaining a part of the completed Project are subject to this Tax. The Bidder shall include a sufficient amount of money to pay for this Tax in his bid price. Sufficient money to pay the Tax for all miscellaneous materials and minor items shown on the Plans, specified herein, or necessary for the work, and which will remain a part of the completed Project, shall also be included in the price or prices bid, and no other compensation will be provided.

C. Quotation Items:

It is intended that all work required to complete this Project will be included in the various bid items as follows:

Item No. 1

For performing preparatory work and operations in mobilizing for beginning the work of the Project, including preparation and acceptance of Maintenance of Traffic Plan (MOT), but excluding materials and permit costs, both of which are paid under other payment items, shall include, but not be limited to; preparation, submission

and acceptance of the MOT, first by the City and if acceptable to the City, submission to and acceptance by all other governing authorities; supply, submission and correction of all "Pre-Approved Product Lists" and/or shop drawings; ordering the said equipment and materials in a timely fashion; those operations necessary for the movement of personnel, equipment, supplies and incidentals to the Project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities; the cost of reestablishing the design baseline, vertical control points and reference points, and establishing proposed pipeline location; the cost of MOT and permit preparation/submission/acceptance; the costs of bonds, required insurance and other preconstruction expense but excluding the actual cost of permits, which are paid under a separate dedicated allowance account and excluding the cost of materials which are paid under another bid item(s).

Not inclusive of the costs incurred in the provision of traffic control and the costs incurred in the provision of off-duty police officers that are to be paid for under separate Bid Items.

The mobilization item will be paid in the following manner:

Contracts with a contract duration of up to and including one hundred twenty (120) calendar days will be paid in two (2) separate payments, each equal to fifty (50) percent of the amount bid for this item.

Contracts with a contract duration of over one hundred twenty (120) calendar days will be paid in four (4) separate payments, each equal to twenty-five (25) percent of the amount bid for this item.

The two or four payments will be made with the first two or four payment draws and is conditioned upon progress satisfactory to the Engineer being made pursuant to the accepted Project.

The total amount of the partial payments may not exceed ten (10) percent of the original Subtotal of the bid items. Any remaining amount will be paid upon completion of all work on the Contract. Retainage, as specified in the "General Covenants and Conditions" and any Special Provisions will apply to these payments.

Since this item is bid as an aggregate sum, payment will be in accordance with the cost breakdown as approved by the Engineer and measured as required by and satisfactory to the Engineer.

Item No. 2 and 4

For furnishing and delivering to the City PVC (C-900) pipe and pipe fittings for sewer gravity main of the nominal sizes specified in these bid items, will be paid at

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the unit price bid times the number of linear feet accepted by the Engineer, which payment shall be full compensation for furnishing PVC (C-900) pipe, pipe fittings, solid sleeves and specials; joint materials; joint thrust restraints; tie rods and eye bolts; corporation stops for testing; pipe bedding; backfill materials; temporary pavement materials; transportation and handling cost delivered ditch side; all shop drawing preparation and correction cost for material furnished under this item; all material and equipment required to clean and test the main and fittings; and all other appurtenant and miscellaneous items (not included in another bid item) required for a complete and satisfactory installation.

Item No. 3 and 5

For installing PVC (C-900) pipe and pipe fittings for sewer gravity mains of the nominal sizes specified in these bid items will be paid for at the unit price bid times the number of linear feet installed and accepted by the Engineer. The price per foot for installing pipe and pipe fittings shall be full compensation for the completed pipeline, ready for service, and shall include, but not be limited to; exploratory excavation; excavation; sheeting and shoring if necessary; complying with the Florida Statutes "Trench Safety Act"; transporting and unloading the pipe, fittings and all other materials not specified in other bid items from delivery trucks at the job site (trench side) and placing them into position in the trench; installing PVC (C-900) pipe, pipe fittings, solid sleeves and specials; installing joint materials; installing joint thrust restraints; making thrust resistant joints; installing tie rods and eyebolts; cutting and installing nipples; making all connections within the lines themselves; cleaning and testing the pipe and fittings; placing and compacting backfill; removal and disposal of excess or unsuitable fill material, where required; maintaining access to residences and businesses along the route of the main; protecting existing utilities along the route of the main; making temporary paving repairs; complying with work hour restrictions; satisfying all requirements of the Project permits; preparation and submittal of the PSM's daily progress reports and/or field notes and monthly as-builts of the work that has been performed to date; pumper trucks; moving and replacing utilities, fences, trees, landscaping, shrubs, mail boxes, sprinkler systems, shoulders, asphalt paths, curb & gutter, asphalt and plain concrete driveways, traffic separators and all other similar items, to original locations and to equal or better than original conditions; and all other appurtenant and miscellaneous items and work (not included in another bid item) including final cleanup for a complete, satisfactory and functional installation.

Items No. 6

For furnishing and delivering the precast concrete manholes specified on plans, including rim and covers in these bid items will be paid for from the aggregate sum amount established by the Contractor for this purpose, which payment shall be full compensation for furnishing all necessary manholes specified on plans, transportation and handling costs delivered ditchside; all shop drawing preparation and correction cost for material furnished under this item; all material and equipment required to clean the item; and all other appurtenant and miscellaneous

items (not included in another bid item) required for a complete and satisfactory installation.

Items No. 7

For installing the precast concrete manholes specified on plans, including rim and covers in these bid items will be paid for from the aggregate sum amount established by the Contractor for this purpose, which payment shall be full compensation for installing all necessary manholes specified on plans, including making all connections within the lines themselves; cleaning and testing the pipe and fittings; placing and compacting backfill; removal and disposal of excess or unsuitable fill material, where required; maintaining access to residences and businesses along the route of the main; protecting existing utilities along the route of the main; making temporary paving repairs; complying with work hour restrictions; satisfying all requirements of the Project permits; preparation and submittal of the PSM's daily progress reports and/or field notes and monthly as-builts of the work that has been performed to date; all shop drawing preparation and correction cost for material furnished under this item; all material and equipment required to clean the item; and all other appurtenant and miscellaneous items (not included in another bid item) required for a complete and satisfactory installation.

Items No. 8

For connecting the proposed 8" gravity sewer to the existing sewer manhole #1 including core and drill as shown on the plans, will be paid for from the aggregate sum amount bid by the Contractor for this purpose. Such amounts represent the amount the contractor feels is necessary to comply with the governing agency's requirements.

Items No. 9

For furnishing and delivering 6" sanitary sewer cleanout assemblies specified on plans, including fittings, rim and covers in these bid items will be paid for from the aggregate sum amount established by the Contractor for this purpose, which payment shall be full compensation for furnishing all necessary cleanout assemblies specified on plans, transportation and handling costs delivered ditchside; all shop drawing preparation and correction cost for material furnished under this item; all material and equipment required to clean the item; and all other appurtenant and miscellaneous items (not included in another bid item) required for a complete and satisfactory installation.

Items No. 10

For installing the 6" sanitary sewer cleanout assemblies specified on plans, including fittings, rim and covers in these bid items will be paid for from the aggregate sum amount established by the Contractor for this purpose, which payment shall be full compensation for installing all necessary cleanout assemblies specified on plans, including making all connections within the lines themselves;

cleaning and testing the pipe and fittings; placing and compacting backfill; removal and disposal of excess or unsuitable fill material, where required; maintaining access to residences and businesses along the route of the main; protecting existing utilities along the route of the main; making temporary paving repairs; complying with work hour restrictions; satisfying all requirements of the Project permits; preparation and submittal of the PSM's daily progress reports and/or field notes and monthly as-builts of the work that has been performed to date; all shop drawing preparation and correction cost for material furnished under this item; all material and equipment required to clean the item; and all other appurtenant and miscellaneous items (not included in another bid item) required for a complete and satisfactory installation.

Items No. 11

For plugging and grouting the existing sanitary sewer pipe, will be paid for from the aggregate sum amount bid by the Contractor for this purpose. Such amounts represent the amount the contractor feels is necessary to comply with the governing agency's requirements.

Item No. 12

For excavating of existing backfill material at existing site location, will be paid for at the unit price bid times the number of cubic yards removed to the satisfaction of the Engineer, and includes removal of unsuitable material, loading, hauling, legal disposal off-site and tipping fees.

Item No. 13 - Contingent Item

For furnishing and installing additional suitable backfill material, will be paid for at the unit price bid times the number of cubic yards of additional trench backfill furnished and installed as directed by the Engineer in the field and includes removal of unsuitable material, loading, hauling, legal disposal off-site and tipping fees. The additional trench backfill shall be measured along the main within the limits of the trench as defined by the Department Standard Details appended hereto. The use of additional trench backfill shall be paid for only when and where approved by the Engineer prior to installation.

Item No. 14 - Contingent Item

For cold milling roadway surface course for permanent pavement repairs (nominal 1 inch thick), will be paid for at the unit price bid times the number of square yards of such surface course milled and required as measured along the curb within the limits defined by details on the Plans and/or the City's Public Works Manual appended hereto and as approved by the Engineer. Greater widths are at the Contractor's option and expense. The price bid shall be full compensation for furnishing all materials, labor and equipment required for milling of surfaces indicated. Asphalt cold milling shall be performed using an automated pavement planer capable of maintaining an accurate depth. Cold milling equipment shall

meet the approval of the Engineer and the governing agency having jurisdiction at the location of the pavement milling operation. The Engineer's word as to the acceptability of the equipment shall be final.

Item No. 15

For furnishing and installing limerock base for **Type "I"** permanent pavement repairs for roadway, as indicated in Miami-Dade County's Standard detail A 1.0, will be paid for at the unit price bid times the number of square yards of overlay, installed where directed by and to the satisfaction of the Engineer, which price shall be full compensation for furnishing all labor, material, and equipment for a complete installation, as required and directed by the Engineer. After the pavement has been milled and the existing pavement removed, layer of limerock shall be applied as specified above.

Item No. 16

For constructing **Type "I"** permanent pavement repairs for roadway (nominal 1 inch thick machine-laid asphaltic concrete friction surface overlay) will be paid for at the unit price bid times the number of square yards of overlay, installed where directed by and to the satisfaction of the Engineer, which price shall be full compensation for furnishing all labor, material, and equipment for a complete installation; and shall include asphalt pavement driveways in roadways, as required and directed by the Engineer. After the pavement has been milled and the existing pavement removed, a tack coat shall be applied as specified above. The latest applicable standard for the friction course from the governing authority shall be used. Temporary pavement markings for roadways shall be included in this bid item.

Item No. 17

For replacing pavement markings damaged, removed or obliterated by Contractor's operation, will be paid for from the aggregate sum amount bid by the Contractor for this purpose. Such amounts represent the amount the contractor feels is necessary to comply with the governing agency's requirements. Any portion of this fund, remaining after the work has been paid for will remain with the Contractor. Conversely, no requests for additional reimbursement will be approved. Reflective Pavement Markers shall also be furnished and installed under this item and there will be no additional compensation paid for this work.

Since this item is bid as an aggregate sum, no other special provisions for measurement will be necessary.

Item No. 18 - Contingent Item

For restoring sodded areas, will be paid at the unit price bid times the number of square yards of sod placed, and the price bid shall be full compensation for furnishing all labor, materials and equipment for a complete restoration.

Item No. 19

For furnishing traffic control, will be paid for from the aggregate sum amount established by the Contractor for this purpose. Such amount represents the amount the Contractor feels is necessary to provide sufficient flagmen, signs, barricades, and similar items and work for directing traffic and maintaining safety during all times of work and other times as directed by the Engineer, the municipalities' Public Works Department and any other governing authority. Any portion of this fund remaining after all authorized payments have been made will remain with the Contractor. Conversely, no requests for additional payments will be approved.

Payment to the Contractor under this item will be by monthly percentage corresponding to the percentage of the Project's work items completed and paid for each month, as approved by the Engineer.

Item No. 20 - Contingent Item

For sheeting and shoring ordered left in place by the Engineer, will be paid for at the unit price bid per square foot, measured from tip to cut-off times the horizontal length, regardless of thickness, times the number of linear feet of sheeting and shoring left in place as accepted by the Engineer. Payment shall be full compensation for cutting off and for all salvage and potential reuse value of the material. Sheeting and shoring left in place without the Engineer's approval will be at the Contractor's expense.

Item No. 21 - Contingent Item

For removal, transport, and legal disposal of unsuitable backfill materials, including tipping fees, will be paid for at the unit price bid times the number of cubic yards removed and legally disposed of, as measured by the truckload to the satisfaction of the Engineer.

Item No. 22

Sum of Item Nos. 1 through 21.

Item No. 23 - Dedicated Allowance

This item establishes a fund for reimbursement of the cost of providing off-duty police officers as required for this project. Payment shall only reimburse the Contractor for the cost of the off-duty police officers for hours on duty at the work site; no overhead, travel time or other additional costs will be allowed. Any portion of this fund remaining after all authorized payments have been made will be withheld from contract payment and will remain with the City.

Item No. 24 - Dedicated Allowance

This item establishes a fund for reimbursement of the cost of all required construction permits and fees, if authorized by the Engineer. Payment shall reimburse the Contractor for only the cost of the construction permit and fee. Any

question or whether a construction permit or fee is required shall be decided by the Engineer whose word shall be final. Any portion of this fund remaining after all authorized payments have been made will be withheld from Project payments and will remain with the City.

Item No. 25 - Contingency Allowance

For unforeseen conditions, minor construction changes and Quantity Adjustments, additional work not covered by other items, if ordered by the Engineer.

This account is for all labor, materials, equipment and services necessary for modification or extra work required to complete the Project due to unforeseen conditions, unforeseen conflicts between existing elements of work and the proposed work; for minor changes required to resolve any unforeseen conditions, Revised Regulations, Technological and Products Development, Operational Changes, Schedule Requirements, Program Interface, Emergencies and other Miscellaneous Costs; and for adjustments to estimated quantities shown on the unit prices of the Quotation to conform to actual quantities installed; and associated time related to this work only if ordered by the Engineer.

Payment to the Contractor under the Contingency Allowance will only be made for work ordered in writing by the Engineer, in accordance with Section 13 "Extra Work and Payment Therefore" of the "General Covenants and Conditions." Any portion of these accounts remaining after all authorized payments have been made will be withheld from Contract payments and will remain with the City.

A non-compensable time extension shall be included in the Contingency Allowance work when approved by the Engineer.

Item No. 26 - TOTAL BID

Sum of Item Nos. 22, 23, 24 and 25.

Note:

Since Items Nos. 13, 14, 18, 20, and 21 are Contingent Items, and because of the nature of the Dedicated Allowance, Item Nos. 23 and 24, and the Contingency Allowance, Item No. 25, they may or may not be used at the option of the City. Any overrun or under run provisions contained within the Project Documents shall not be applicable to these items.

1.0.7. NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

1. Loading, hauling, and disposing of rejected material.
2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.

3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
4. Material not unloaded from transporting vehicle.
5. Defective work not accepted by Owner. Material remaining on hand after completion of work.

1.0.8. PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

- A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored unless shop drawings or preliminary operation and maintenance manuals are acceptable to the Engineer.
- B. Final Payment: Will be made only for products incorporated in work; remaining products, for which partial payments have been made, shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

1.0.9. ALLOWANCES

- A. The allowances shall be used only at the discretion of and as ordered by the Owner for such items as unforeseen conditions, unforeseeable conflicts between existing elements of work and the proposed work, unit price items exceed estimated quantities, and any associated work requested by the Owner including all labor, materials, and services for modifications or extra work to complete the project that was anticipated, but not specifically included in this Contract.
- B. Any portion of these allowances that remain after all authorized payments have been made will be withheld from contract payments and will remain with the Owner.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. The work of this Section comprises the establishing of grades, lines and levels.

1.0.2. RELATED WORK

- A. Section 01720 "Project Record Documents"

PART 2 – PRODUCTS

2.0.1. MATERIALS

- A. Furnish all stakes, templates and other materials necessary for establishing and maintaining of the lines and grades necessary for control and construction of the work and all incidental labor necessary for the prosecution of the work.

PART 3 – EXECUTION

3.0.1. LAYOUT OF THE WORK

A. GENERAL

1. The Engineer of Record, through retaining the services of a Professional Land Surveyor and Mapper, who is licensed in the State of Florida, shall furnish the Contractor with horizontal and vertical controls which shall be utilized as specified elsewhere herein to layout the work. The Professional Land Surveyor and Mapper, who is licensed in the State of Florida hired by the Contractor, shall verify all controls provided by the Engineer of Record and it shall be the responsibility of the Contractor to preserve same.
2. The Contractor shall retain the services of a Professional Land Surveyor and Mapper, who is licensed in the State of Florida who, shall furnish and set stakes, establishing line and grade and shall solely be responsible for the layout of the work as well as the recording of all as-built dimensions and elevations. The Contractor shall furnish all additional stakes, templates, and other materials for marking and maintaining survey points and lines given, and shall be responsible for their preservation. Should any of the horizontal and vertical control points set by the Engineer of Record be destroyed or disturbed, they shall be reset by the Contractor's Florida Registered Land Surveyor and Mapper, at the Contractor's expense. All control points previously set by the Engineer of Record shall be verified by the Contractor's surveyor.

B. LAYOUT

As provided in Subsection 3.01-A, above, the Contractor through the services of his Florida Registered Land Surveyor and Mapper, shall establish the line and bench mark and other reference points for the pipeline or structure, as follows:

1. Structures: Will consist of baselines, stakes at building corners, centers and centerlines, auxiliary lines and two bench marks from which to establish the elevations. The Engineer of Record shall set a minimum of three horizontal and vertical control points which shall thereafter be maintained by the Contractor, without further help from the Engineer of Record, for use in establishing and checking the lines and grades as shown on the contract drawings.
2. Pipelines: Will consist of baselines, construction lines, centerlines, auxiliary lines and bench marks from which to establish the elevations. The Engineer of Record shall set horizontal and vertical control points at the beginning and end of the work and at a minimum distance of 1,400 ft. in between. When the total distance is less than 1,400 ft. control points shall be set at the beginning and end of the work.
3. The Contractor shall use this information to construct the structures and pipelines to the lines and grades shown on the project drawings and shall supply all equipment and personnel necessary to accomplish this end.
4. For pipelines, this will consist of establishing all points of bend (but not necessarily bevel pipe unless in close proximity to other facilities), valves, tees, crosses and other stations not more than 100 feet apart along the proposed centerline of the pipe, or along a stationed offset line as shown on the plans, marked by a nail in a metal cap if in pavement, with the station painted nearby or by a nail in the top of a wooden stake driven flush with the ground with the station marked on the flag stake nearby, if not in pavement.
5. The Contractor shall supply the City Inspector with a copy of the Florida Registered Land Surveyor and Mapper's layout of the work immediately upon its availability to his own forces.
6. The Contractor shall make his equipment and men available to the Inspector for spot checking the accuracy of the pipe laying. The Inspector shall require the Contractor to correct pipe alignment when necessary.

C. RECORD DRAWINGS:

1. During the entire construction operation, the Contractor shall retain the services of a State of Florida Registered Land Surveyor and Mapper who shall maintain

records of the installation, including all deviations from the plans and specifications by obtaining "as-built" dimensions and elevations.

2. The Surveyor shall prepare Record As-Built Drawings showing correctly and accurately all changes and deviations made during construction, including approved construction variances, to reflect the work as it was actually constructed.
3. Refer to Sections 01720 and 01725 for City's criteria for developing project record documents and record As-Built drawings.

D. HORIZONTAL AND VERTICAL CONTROL FOR DESIGN

The following shall apply when establishing horizontal and vertical controls for design. They shall also be used for the development of construction drawings.

1. Survey stationing shall proceed from south to north and/or from west to east.
2. Baseline or centerline shall be tied to section corners, or to monument lines or to right-of-way lines.
3. Points along the survey line shall be referenced to perpetuate the alignment. Whenever possible, the reference points shall be established at right angles to the survey line and at intervals no longer than 1,400 feet. Reference points shall be shown on construction plans.
4. Centerline of side streets shall be established and set by nail and disc. Station and angle turned shall be given and shown on the plans.
5. All curve data (horizontal) shall be shown on plans. Point of curvature and point of tangency shall be set in the field, reference P.C. and P.T. or P.I.
6. Easement lines shall be tied to baseline or centerline. Give station and angle turned.
7. Set centerline or baseline stations every 100 feet on the ground using iron rods in unpaved areas or P.K. nails on asphalt.
8. All vertical control and elevations shall be referenced to North American Vertical Datum of 1988 (NAVD 1988).
9. Temporary bench marks (T.B.M.) and bench marks shall be established throughout the project at approximately 1,000 feet intervals. Show information on plans.
10. Centerline shall be tied to baseline if different from each other.

11. Tie proposed pipe to centerline or baseline, not to right-of-way line. Right-of-way line shall be tied to centerline or baseline.
12. All survey information shall be shown on the plans.
13. All point of intersections and deflection angles shall also be shown. Angle can be submitted by bearings.

END OF SECTION

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. Comply wherever in these specifications' references are made to the standards, specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of these specifications, the following acronyms or abbreviations which may appear in these specifications shall have the meanings indicated herein.
- B. It is the intent of the Department to obtain a complete functional, and satisfactory installation under this Contract, and any items of labor, equipment or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the Plans or stated herein.

1.0.2. ABBREVIATIONS AND ACRONYMS

- A. The Contractor is also alerted that various "Standards" are used herein for reference and criteria, and that he should obtain copies for his general use and protection. Abbreviated titles are used throughout these Specifications and although most of them are widely known, their complete titles are given below in order to avoid any misunderstanding.

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
FAC	Florida Administrative Code
FBC	Florida Building Code
FDOH	Florida Department of Health in Miami-Dade County
FDOT	State of Florida Department of Transportation
MDDTPW	Miami-Dade Department of Transportation and Public Works
NSF	NSF International
OSHA	Occupational Safety and Health Administration

- B. The above list shall not be considered complete, as there are other "Standards" used; however, in most cases complete titles have been given.

- C. Wherever "Standards" are indicated herein for reference, the referenced portion shall have the same force and effect as if it were included, herein, in its entirety, latest revision if the date of publication is not shown.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

PART 1 – GENERAL**1.0.1. REFERENCE STANDARDS**

- A. Comply with the requirements of standard with date as specified herein. Standards without dates shall be understood as the Standard current at the time of bid. In case of conflict between the referenced standards, the one having the more stringent requirements shall govern.
- B. In case of conflict between the referenced standards and the Project Documents, the Project Documents shall govern.
- C. When no reference is made to a code, standard, or specification, the standard specifications of the ASTM, the ANSI, the ASME, the IEEE, or the NEMA shall govern.

1.0.2. QUALITY ASSURANCE

- A. Application: When a standard is specified by reference, comply with requirements and recommendations stated in that standard, except when requirements are modified by the Contract Documents or applicable codes establish stricter standards.

1.0.3 ABREVIATIONS

- A. Abbreviated titles for other governing standards are used throughout these specifications and although most of them are widely known, their complete titles are given below to avoid misunderstanding.
 - 1. AA: Aluminum Association.
 - 2. AAMA: Architectural Aluminum Manufacturer's Association.
 - 3. AASHTO: American Association of the State Highway and Transportation Officials.
 - 4. ACI: American Concrete Institute.
 - 5. ACPA: American Concrete Pipe Association
 - 6. AI: Asphalt Institute
 - 7. AIA: American Institute of Architects AISC American Institute of Steel Construction
 - 8. AISI: American Iron and Steel Institute

9. AITC: American Institute of Timber Construction
10. ANSI: American National Standards Institute, Inc.
11. API: American Petroleum Institute
12. ASCE: American Society of Civil Engineers
13. ASME: American Society of Mechanical Engineers
14. ASMM: Architectural Sheet Metal Manual
15. ASSE: American Society of Sanitary Engineers
16. ASTM: American Society for Testing and Materials
17. AWS: American Welding Society
18. AWWA: American Water Works Association
19. BHMA: Builders Hardware Manufacturer's Association
20. CIPRA: Cast Iron Pipe Research Association
21. CLFMI: Chain Link Fence Manufacturers Institute
22. CMA: Concrete Masonry Association
23. DIPRA: Ductile Iron Pipe Research Association
24. ETL: Environmental Test Laboratories
25. FDEP: Florida Department of Environmental Protection
26. FDOT: Florida Department of Transportation
27. IEEE: Institute of Electrical and Electronics Engineers
28. NBS: National Bureau of Standards
29. NEC: National Electrical Code
30. NEMA: National Electrical Manufacturer's Association

- 31. NFPA: National Fire Protection Association
- 32. OSHA: Occupational Safety and Health Administration
- 33. SSPC: Steel Structures Painting Council
- 34. SSPWC: Standard Specifications for Public Works Construction
- 35. SFWMD: South Florida Water Management District
- 36. UL Underwriters Laboratories, Inc.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

PART 1 – GENERAL**1.0.1. RESPONSIBILITY OF THE CONTRACTOR**

- A. The Contractor shall have at all times as his agent on the site of the work a competent superintendent capable of reading and thoroughly understanding the plans and specifications.
- B. The Contractor shall be responsible for the good condition of the work or materials until formal release from his obligations under the guidelines of this project. The Contractor shall store materials and shall be responsible for and shall maintain partly or wholly finished work during the continuance of the Contract. The Contractor shall place sufficient lights and danger signals on or near the work from sunset to sunrise; shall erect suitable railings or other protective devices about unfinished work, open trenches, embankments, or other obstructions; shall provide all necessary watchmen on the work by day or by night for the safety of the public and shall take all necessary precautions for preventing accidents or injuries to persons or property in or about the work.
- C. The Contractor shall be responsible for the coordination, location, and relocation of utilities, including but not limited to utility light poles, cables, fiber optic lines, water mains and services, sewer mains and services, electrical, telephone and television cables, signals and signal poles, fences, guard rails, piping, conduits and drains that interfere with the positioning of the work as set out on the drawings. The cost of all such coordination and relocations shall be included in the bid for the project and shall not result in any additional cost to the City.
- D. Prior to proceeding with trench excavation, the Contractor shall contact all utility companies and all other users of the right-of-way in the area to aid in locating their underground services. It shall be the Contractor's responsibility to contact utility companies at least three NORMAL WORKING DAYS before starting construction. The Contractor shall proceed with caution in the excavation and preparation of the trench so that the exact location of underground utilities may be determined.
- E. Wherever piping systems or utilities such as water, wastewater, air, chemical, electrical or other service lines must be crossed, deflection of the pipe within recommended limits and cover shall be used to satisfactorily clear the obstruction unless otherwise indicated on the drawings. Approximate locations of known installations in the vicinity of new work must be verified in the field by the Contractor, who shall uncover them carefully, prior to commencement of the work.

- F. The Contractor shall be familiar with all codes and regulations of the Federal Government, the State of Florida, Miami Dade County, the City of Opa-Locka and any municipal corporations applicable to every aspect of the project. The Contractor shall provide all materials and shall perform all work necessary to fully comply with all provisions and requirements of applicable codes and regulations whether specifically indicated in the plans and specifications or not. It is the intent of the City to obtain a finished project in full compliance with all requirements of any agencies having jurisdiction over any portion of the work involved in the project. The Inspector will not recommend acceptance of the work until all requirements and provisions of pertinent codes and regulations have been satisfactorily fulfilled.
- G. Changing the grade of the proposed main by rising deflections, or the alignment by horizontal deflections, will not be considered as extra work, or extra cost, to the Contractor, and in some cases a credit to the City may be warranted.
- H. Any Conflicts between the field investigation and the information shown on the plans shall be brought to the immediate attention of the Engineer.

1.0.2. LAND FOR CONSTRUCTION PURPOSES

- A. The Contractor shall limit operations, temporary facilities and storage of equipment and materials to on-site areas to be designed by the Engineer.
- B. Should the Contractor require additional space he/she shall make his own arrangements for storage of materials and equipment in locations off the construction site. For the allocated space, submit to the Engineer for approval, proposed plan and layout for all temporary facilities, offices, storage facilities, temporary water service and distribution, and temporary power service and distribution. Prior to commencing any new construction remove, relocate and protect where necessary all existing underground and above ground facilities, pipelines, utility systems, plantings and all other existing installations. All of these existing features shall be restored to their initial or better than initial conditions.

1.0.3. PRE – CONSTRUCTION CONFERENCE

- A. After the Award of Contract and prior to the issuance of the "Notice to Proceed," a preconstruction conference will be held with the Contractor, the Department, various utility companies and others who are interested in the Project for the purpose of coordinating the work. The time and place of meeting will be set by the Engineer.
- B. In some cases the preconstruction conference may be held after the start work date stated in the written "Notice to Proceed." This may be due to difficulty with coordination of all parties concerned, or other similar reasons.

- C. Such delays in holding the preconstruction meeting will not relieve the Contractor of any responsibilities hereunder, and will not be an acceptable reason for him to request additional work completion time beyond that provided since he can be obtaining permits, mobilizing his equipment and forces, ordering materials, performing minor work, or other work if approved by the Engineer, during the interim period.
- D. Prior to the preconstruction conference, the Contractor shall prepare the construction schedule as described in Section 01120 - Sequence of Construction and General Information and Section 01200 - Project Meetings, "Project Scheduling" and provide copies of the same to others in attendance.
- E. The construction schedule shall include the place of beginning, the proposed order of progression, together with the estimated times for beginning and completing the various items of work. In addition, the Contractor shall prepare on electronic media, a critical path method (CPM) with emphasis made to "construction time and completion."
- F. The Engineer will discuss requirements of such matters as project supervision and inspections, progress schedules and reports, Contract Change Orders, insurance, safety, and other items pertinent to the Project.
- G. All parties to this conference should be prepared to discuss any problems anticipated with the execution of the work under this Contract.

1.0.4 SAFETY REQUIREMENTS

- A. The Contractor shall comply with the Department of Labor Safety & Health Regulations for construction promulgated under the Occupational Safety & Health Act of 1970, (PL 91-596).
- B. Comply with all applicable provisions of the Occupational Safety and Health Act (OSHA). The Contractor's Manual of Safety Practices, dealing with the firm's policies on field safety procedures for employees shall be submitted to the Engineer for review before Notice to proceed will be issued.
- C. Conduct operations in such a manner, utilizing warning devices, such as traffic cones, barricades and warning lights, that traffic and pedestrians are given adequate warning of hazard of the work site as may be deemed necessary by the City and/or the Engineer.
- D. Certain products specified in these specifications contain warnings by the manufacturer that under certain conditions, if instructions for use of the product are not followed, a hazardous condition may develop. It is the Contractor's responsibility to instruct its workmen in the safe use of the product, or any product substitution.
- E. For trench excavations in excess of five feet in depth, the Contractor shall comply with the provisions of the State of Florida "Trench Safety Act".

- F. The contractor shall be familiar with the "Underground Facility Damage Prevention and safety Act", Florida Statute 556. The Contractor shall contact the Sunshine State One Call Center of Florida.
- G. Do not store any environmentally hazardous materials such as solvent, greases, lubricants or any other type of chemical substances at the work sit. The Contractor is permitted to keep such materials at the site as are for immediate use only. Do not store any empty container at the site.

1.0.5 PIPE AND EXISTING UTILITIES

- A. The underground utilities, structures and other facilities shown on the plans are located according to the best information available but may vary by several feet from both the position and elevation shown. The Contractor shall explore far enough in advance of his main trench to determine the exact location and condition of such utilities, structures or facilities so that, before the pipe is installed, the Engineer may change the line or grade of the pipe, should that become necessary to avoid a conflict.
- B. In all cases where the main is deflected either horizontally or vertically, and the Engineer requires additional work and items such as paving and similar items for which a pay item was established in the quotation, then such additional work and items will be paid for at the prices bid. Wider trench widths may be paid with the approval of the Engineer.
- C. The Contractor shall determine the locations of recent additions to the systems not shown on the plans. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities. The location of all overhead utilities shall be verified, and the Engineer notified of any conflict which might occur. The Contractor shall be responsible for determining which poles will need shoring during excavation and shall provide such shoring and support as is required.

1.0.6 MATERIALS AND EQUIPMENT FURNISHED BY THE CITY

- A. No material or equipment will be furnished by the City under this Contract. All material, labor and equipment necessary for completion of the work shall be furnished and installed by the Contractor, whether or not shown on the Plans or specifically mentioned in the Specifications.

1.0.7 WATER USED IN CONSTRUCTION

- A. The City will furnish water at a charge for all construction activities unless otherwise specifically made an exception in the project specifications or specifically made an exception by the Engineer in writing.

- B. Consumption for the following activities shall be determined by City personnel who shall be provided with a minimum of seventy-two (72) hour advance notification. Failure of the Contractor to provide advance notification and/or have City personnel on site to witness and verify consumption for the following activities could result in his being fined and/or a citation being issued against him in accordance with the Rules and Regulations of the City's Tampering Section.

1. Pigging:
2. Flushing, only if and when approved by the Engineer:
3. Chlorination, if applicable:
4. To fill mains being pressure tested, excluding make-up water during test: and
5. When and where directed or approved by the Engineer.

Water for construction activities listed above will be furnished from adjacent City-owned water mains or the most convenient water source. In instances where no City-owned source of water is available, the Contractor shall make his own arrangements with the municipality or other controlling authority and include the cost of all water required during construction in his overall construction cost. No reimbursement will be made.

- C. Water used in construction for purposes other than those listed above, including make-up water pumped into the pipe during hydrostatic testing, will be furnished by the City at a charge. This water will be supplied from the most convenient source through the existing piping. However, all water used must be metered through a City meter. The Contractor will be billed by the City based on water usage recorded by the floating meter.
- D. When the project is occurring in the City of Opa-Locka, the Contractor shall present to the City, the Fire Department Permit during application with the New Business Office.
- E. All piping, fittings, valves and equipment, including pumps and power, required for handling the water shall be furnished by the Contractor. Care shall be exercised in the use of the water and provision shall be made to protect the water supply for contamination and indiscriminate use by unauthorized persons. The Contractor shall use only potable water unless otherwise specifically called out elsewhere herein and then only in the case of sewage force mains, reclaimed water mains or raw water mains.
- F. Under no circumstance shall the Contractor utilize a water source, including existing piping, until such source or piping has been approved for use by the City.

1.0.8 MATERIALS AND EQUIPMENT FURNISHED BY THE CONTRACTOR

The general requirements specified herein shall apply to all items of materials and equipment in addition to the Specifications for individual items appearing in the following sections:

- A. All materials and equipment furnished by the Contractor for use in the work shall be new and of recent domestic manufacture, and shall be the products of reliable manufacturers who, unless otherwise specified, have been regularly engaged in the manufacture of such material and equipment for at least five (5) years. All components shall, wherever possible, be standard stock articles of well-known domestic manufacturers. Where the plans and specifications designate the product of a particular manufacturer, the product specified has been found suitable for the intended use, but, unless otherwise provided, articles or products of similar characteristics may be offered for the approval of the Engineer. A minimum of six copies (more if so required herein) of complete descriptive data shall be furnished regarding all articles furnished by the Contractor. The descriptive data shall consist of dimension drawings, catalog references and other information necessary to clearly identify each article. When substitutions are permitted, the Contractor shall make all necessary changes in adjacent or connected structures and equipment at his expense and shall be solely responsible for all cost and time required by any difference in construction methods, fabrication or assembly required and no additional time will be allowed. Any re-permitting together with all costs and work associated therewith shall be performed by the Contractor and no additional compensation will be allowed.
- B. Where contemplated changes, substitutions or appurtenant work require engineering design, in the opinion of the Engineer, the Contractor shall have such design services performed at his expense. Said engineering design services shall be of an extent satisfactory to the Engineer whose word shall be final and shall be performed by a Registered Professional Engineer licensed to practice in the State of Florida.
- C. All water system components shall be in full compliance with NSF/ANSI 61, "Drinking Water System Components - Health Effects," latest revision.
- D. The Contractor shall also supply certification that all materials supplied that will come into contact with drinking water conform or will conform with NSF/ANSI 61.
- E. The Contractor shall care for and protect against loss or damage all material and equipment to be incorporated in the construction, whether furnished by him/her or by the City, for the duration of the Contract, and shall repair or replace any lost or damaged items. The Contractor shall be relieved of such responsibility only upon final acceptance of all of the work by the Engineer.
- F. No material shall be stored so that it is in direct contact with the ground. All metal shall be thoroughly cleaned before being placed in the work. Storage and protection measures shall be subject to approval of the Engineer whose decision shall be final.

The Contractor shall immediately protect materials by different methods, materials or to a greater extent if so, directed by the Engineer in the field.

- G. Unless otherwise specified or noted on the plans, all steel bolts, nuts, washers, eye bolts, tie rods and all other miscellaneous ferrous metal items shall be American made stainless steel.
- H. The Contractor shall have available sufficient tools and equipment to properly perform his work in all areas of the system, including easements or other areas with limited or restricted access or clearances. The Contractor is specifically advised that work in easement may require specialized equipment to satisfactorily perform the work and the capability to accomplish these installations is a requirement of these specifications.
- I. Any salvageable pipe, fitting, or other miscellaneous material or equipment, removed during construction and not reused in the work shall be cleaned, hauled to and stored by the Contractor at his expense, where directed by the Engineer, and shall remain the property of the City. All other material and equipment shall be disposed of by the Contractor at his own expense.
- J. To ensure satisfactory and successful final painting of materials and equipment to be furnished, it is essential that the paints applied in the shop and in the field be mutually compatible. To this end, the Contractor shall require that the shop paints be applied to materials and equipment be compatible with the paints he proposes to use in the field or shall determine what shop paints have been used and select field paints compatible therewith, all as approved by the Engineer.
- K. The Contractor shall furnish the City, with one set of any special tools required for servicing for each type of equipment actually furnished. These tools shall be delivered to the office of the City's Construction Manager, City of Opa-Locka Public Works. A letter of transmittal shall be provided, containing a list of all items being provided.
- L. All other material required to complete this project shall be furnished and installed by the Contractor, whether or not shown on the plans or specifically mentioned in the specifications.
- M. The Contractor shall procure extended manufacturer's warranties on equipment furnished by him. These warranties shall be kept in force and extended such that the City will be provided a manufacturer's warranty with at least one year to run beyond the date of final acceptance of the project. A copy of the warranty with these provisions clearly stated or with an attached letter of certification from the manufacturer to this effect shall be delivered with the equipment and no payment or partial payment for said equipment will be made until such warranty/certification is delivered to the Engineer.

1. The warranty shall specifically cover the case where the equipment warranted has been replaced by a newer model. In such instance the warranty shall either provide spare parts and service to repair or replace in its entirety the original model, or in lieu of this; provide a complete new model unit to replace the warranted and failing equipment. Should the failing equipment be replaced by a new model, the Contractor shall be responsible for making all necessary changes to adjacent and/or connected equipment at no extra cost to the City and to the satisfaction of the Engineer whose decision shall be final.
2. As a part of final inspection, the Contractor shall deliver to the City in a form satisfactory to the Engineer, either warranties or certifications of warranty extensions showing the warranties to be in effect at least one year beyond the planned date of final acceptance.
3. All costs for procuring, maintaining and extending these warranties shall remain with the Contractor, even in cases where the contract construction time for completion has been extended. These costs shall be included in the Contractor's bid price and no further compensation will be allowed.
4. In instances, where the City puts an item of equipment into full productive service prior to final acceptance, the warranty shall still be extended to at least one year past final acceptance. However, the City will reimburse the Contractor for the prorated cost of the extended warranty from the time when the equipment was placed in full productive service to the date of final acceptance based upon the manufacturer's invoice to the Contractor for this cost. Only the warranty cost will be reimbursed, no overhead or other costs will be allowed.

N. Extended Warranties:

1. The Contractor shall procure extended manufacturer's warranties on equipment furnished by him. These warranties shall be kept in force and extended such that the City will be provided a manufacturer's warranty with at least one (1) year to run beyond the date of final acceptance of the Project. A copy of the warranty with these provisions clearly stated or with an attached letter of certification from the manufacturer to this effect shall be delivered with the equipment and no payment or partial payment for said equipment will be made until such warranty/certification is delivered to the Engineer.
2. The warranty shall specifically cover the case where the equipment warranted has been replaced by a newer model. In such instance the warranty shall either provide spare parts and service to repair or replace in its entirety the original model, or in lieu of this; provide a complete new model unit to replace the warranted and failing equipment. Should the failing equipment be replaced by a new model, the Contractor shall be responsible for making all necessary changes to adjacent

and/or connected equipment at no extra cost to the City and to the satisfaction of the Engineer whose decision shall be final.

3. As a part of final inspection, the Contractor shall deliver to the City in a form satisfactory to the Engineer, either warranties or certifications of warranty extensions showing the warranties to be in effect at least one (1) year beyond the planned date of final acceptance.
4. All costs for procuring, maintaining and extending these warranties shall remain with the Contractor, even in cases where the Contract construction time for completion has been extended. These costs shall be included in the Contractor's bid price and no further compensation will be allowed.
5. In instances where the City puts an item of equipment into full productive service prior to final acceptance, the warranty shall still be extended to at least one (1) year past final acceptance. However, the City will reimburse the Contractor for the prorated cost of the extended warranty from the time when the equipment was placed in full productive service to the date of final acceptance based upon the manufacturer's invoice to the Contractor for this cost. Only the warranty cost will be reimbursed, no overhead or other costs will be allowed.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

PART 1 – GENERAL**1.0.1 SCOPE OF WORK**

- A. The sequence of construction has been divided into phases and steps representing major work areas, all of this in order to facilitate to the Contractor the execution of the project and minimize conflicts with operations. The general sequence of construction shall be as described in this Section, but also the City reserves the right to make changes on it.
- B. Coordinate sequence of construction with progress schedule to ensure timely performance of the work and project completion within the specified construction time.
- C. Special Instructions: It is the intent of the City to construct this project with as little disturbance and annoyance to the pump station's neighbors as possible.
- D. The Contractor's equipment must be in first class operating condition, including proper mufflers and other silencing accessories. All equipment must be properly lubricated on a special maintenance type schedule to reduce noise, including tracks, rollers, idlers, sheaves and other noise producing components. Care must be taken to prevent oil spillage of any kind or oil dripping from equipment. The Contractor shall provide a temporary electric service for his electric equipment as specified herein below, and shall pay all cost thereof, including all charges for electricity used during the entire course of the project until its acceptance by the City.
- E. If the equipment used proves less than satisfactory and is unduly or needlessly disturbing the neighbors, in the opinion of the Engineer, he will have the right to order the Contractor to immediately modify the equipment to make it satisfactory, or to change to other equipment that is satisfactory at no additional cost to the City.
- F. During construction the Contractor shall, by sprinkling with water or by other means approved by the Engineer, eliminate dust annoyance to adjacent property owners. No additional compensation will be paid to the Contractor for any costs incurred in complying with the provisions herein.

1.0.2 GENERAL

- A. Following receipt of "Notice to Proceed" with the work, the Contractor shall notify the Engineer at least five (5) days before he is ready to start actual construction, to allow the City time to make arrangements for inspection of the work.
- B. Contractor's PSM shall reestablish the design baseline, vertical control points and reference points, and establish proposed pipe location in accordance with Section

1-60

02314 "Excavation, Backfill and Fill for Structural Facility and Utility Systems",
Construction Methods.

- C. The Contractor's equipment must be in first class operating condition, including safety features, proper mufflers and other silencing accessories. All equipment must be properly lubricated on a special maintenance type schedule to reduce noise, including tracks, rollers, idlers, sheaves and other noise producing components. Care must be taken to prevent oil spillage of any kind or oil dripping from equipment.
- D. If the equipment used proves less than satisfactory and is unduly or needlessly disturbing the neighbors, in the opinion of the Engineer, he will have the right to order the Contractor to immediately modify the equipment to make it satisfactory, or to change to other equipment that is satisfactory at no additional cost to the City.
- E. During construction the Contractor shall, by sprinkling with water or by other means approved by the Engineer, eliminate dust annoyance to adjacent property owners. No additional compensation will be paid to the Contractor for any costs incurred in complying with the provisions herein.
- F. All items shall be performed by the Contractor with special emphasis on the fact that numerous standard and miscellaneous construction phases are not mentioned specifically but shall be performed by the Contractor as required for a completed Project.
- G. Water in the trench shall be kept below the level of the pipe to prevent the entry of debris and contaminants into the pipe.
 - 1. In instances where Section 02220 – Excavation, General, "Alternate Method of Construction" is approved by the Engineer and used for the Project: During construction, the Contractor shall install a temporary plug, or other means approved by the Engineer, on the open end of the pipe in order to prevent debris and trench water backwash from entering the pipe during trench excavation ahead of the installed pipe. The plug shall remain in place until the following length of pipe is ready to be installed. No additional compensation will be paid to the Contractor for any costs incurred in complying with the provisions herein.
- H. No separate payment shall be made for the cost of labor and materials required for the removal of nightcaps, plugs, bulkheads or external blocking and bracing of adjacent mains, for the supplying of water for cleaning and testing, nor for the interconnecting work to adjacent mains unless listed separately in the Quotation, and the cost of this work shall be included in other applicable items of work.
- I. The Contractor is advised that, if the work of this project includes work in the public right of way, that work may be shut down by the roadway governing authority during the period from the beginning of the Thanksgiving holiday through the end of the New Year holiday or some portion(s) of that period. Unless otherwise specifically called out herein, or granted by the Engineer in writing, no extension of Project time will be allowed due to such a shutdown. If any extension of time is allowed, it will be of a non-

compensable nature. All costs of such a shutdown including any demobilization/re-mobilization costs shall be the sole responsibility of the Contractor and no extra compensation will be allowed. Upon ending of any such shutdown, the Contractor shall immediately resume construction operations unless otherwise ordered by the Engineer in writing.

- J. The Contractor shall fully comply with any special working hours, and with all other requirements of the Permits, at no additional cost to the City. Working hours noted in permits or the specifications are subject to change. In the event that changed working hours effects the work of the Contractor, the Contractor's sole remedy shall be a non-compensable time extension. Said extension to be full compensation for all direct and indirect costs, including but not limited to loss of efficiency, loss of opportunity, increased bond or insurance premiums, or home office or extended overhead, incurred by the Contractor as a result of such change, and no additional compensation shall be considered. Night work may be required as a part of the construction.
- K. New or altered potable water mains, including services, that will be under City control and have an inside diameter of three inches or larger shall be disinfected and bacteriologically evaluated in accordance with FAC Rule 62-555.340. Note that the above requirements are minimum, and the City may require more stringent procedures and routinely requires all services of whatever size be tested and disinfected along with the main. These more stringent or extensive requirements shall be performed by the Contractor and no extra compensation will be allowed.
- L. All pipe and fittings installed under this project shall be color coded or marked as required by FAC Rule 62-555.320(21)(b)3, using blue as a predominant color to differentiate drinking water from reclaimed or other water and green as the predominant color for sanitary sewage facilities. Underground metal or concrete pipe shall have colored stripes applied to the pipe wall. Pipe striped during manufacturing of the pipe shall have continuous stripes that run parallel to the axis of the pipe, that are located at no greater than 90-degree intervals around the pipe, and that will remain intact during and after installation of the pipe. If tape or paint is used to stripe pipe during installation of the pipe, the tape or paint shall be applied in a continuous line that runs parallel to the axis of the pipe and that is located along the top of the pipe; for pipes with an internal diameter of 24 inches or greater, tape or paint shall be applied in continuous lines along each side of the pipe as well as along the top of the pipe. Striping shall be continuous and run the full length of the pipe. Aboveground pipe shall be painted shall be color coded or marked like underground pipe.
- M. The Contractor shall take steps to provide accessibility for local traffic. The construction in this area shall proceed as quickly as possible and paving shall follow immediately to reduce inconvenience to residents in this area of the project.
- N. The Contractor shall take pictures of the work site, in accordance with Section 01380 "Construction Photographs," prior to the start of any construction.

- O. The Contractor is advised that, during the construction of the Project, the Construction Manager may require the Contractor to adjust the location of the proposed valves. This relocation(s) shall be performed at no additional cost to the City.
- P. Locations of solid sleeves are for general information only. Exact location of solid sleeves shall be determined in the field by the Engineer. Prior to installation of solid sleeves, the pipe and fittings shall be hosed and kept clean, then swabbed with disinfectant as necessary for water main installation. Water in trench shall be kept below the pipe invert.

1.0.3 EXISTING WATER MAINS AND FORCE MAINS

- A. The existing mains in the project area shall remain in service until the new mains are placed in service. Connections and disconnections together with cut, plug and abandonment work shall be coordinated through the City's Construction Manager. In all instances, the City's Construction Manager shall, beginning with the Preconstruction Meeting, coordinate with the Operations Division to pre-determine the notification lead times required for various operations.

1.0.4 SEQUENCE OF WORK

- A. The general sequence of construction shall be as follows, but **a detailed sequence of construction shall be submitted by the Contractor and approved by the Engineer before any work is started.** The City reserves the right to make changes to the sequence as necessary to facilitate the work or to minimize conflict with operations and no extra compensation will be allowed.
- B. CAPITALIZED ITEMS INDICATE WORK OR FUNCTIONS TO BE PERFORMED BY CITY FORCES. All other items shall be performed by the Contractor with special emphasis on the fact that numerous standard and miscellaneous construction phases are not mentioned specifically but shall be performed by the Contractor as required for a complete Project.

Note: For simplicity, the Sequence of Construction below will not detail the following items. **These shall be the responsibility of the Contractor and no extra compensation will be allowed.**

- 10. Contractor's field verification of all information provided in the Plans and to determine the type, location, elevation and extent of any utilities which may not have been shown on the Plans.
- 11. Contractor's operations involving plugging existing mains shall include:
 - c. Excavate existing main and verify its conditions including outside diameter, material and elevation.

- d. Coordinate with the City for proper flow diversion
- 12. Installation of fittings, bends, solid sleeves. However, they shall be constructed in sequence with the installation of the pipelines as the work progresses.
- 13. Installation of precast sanitary sewer manholes for the installation of the gravity sewer pipe.
- 14. Submit complete "Pre-Approved Product List(s)" and/or shop drawings package to the Engineer in accordance with Section 01340 "Shop Drawings, Product Data and Samples" Obtain all pipe, fittings and appurtenant items to begin the work.
- 15. Notify "Sunshine State One-Call of Florida Inc., 811," forty-eight (48) hours prior to any excavation. Locate all utilities along the route of the Project.
- 16. Contractor's PSM shall reestablish the design baseline, vertical control points and reference points, and establish proposed pipeline location in accordance with Section 02314 "Excavation, Backfill and Fill for Structural Facilities and Utility Systems - Construction Methods."
- 17. After items 6 and 7 are completed, the Contractor shall meet with the City Inspector at the Project site and perform a pre-construction walk-through along the entire route of the Project to identify possible problems or conflicts with the proposed pipeline location.
- 18. The general sequence of work shall be as follows:

1) Phase I – Mobilization

Step – 7 Initiate mobilization. The Contractor shall set up storage, staging and parking areas, temporary environmental controls and tree protection devices in the project site. Obtain permits, develop and submit construction schedule and start shop drawing submittal. Contractor shall allow access to the other facilities within the project area, including adjacent businesses and homes at all times during construction.

Step – 8 Call for locates (Sunshine 811) and document all location marks in the field.

Step – 9 Contractor shall include the necessary provisions to safeguard the existing utilities noted within the project area. Furthermore, the Contractor shall be advised that the utilities shown on plans are based on best available information and shall take all necessary precautions to confirm, identify, preserve, and maintain the integrity while performing construction.

Step – 10 Contractor shall **immediately** open a dialog with all existing utilities in the project area. Contractor shall notify Engineer of any utility relocation

requirements and costs. Utility relocations shall be reimbursed under a dedicated allowance account. Failure to properly coordinate any required utility relocations may result in delays for which the Contractor may be liable for.

Step – 11 Verify locations, elevations, dimensions, manufacturer of pipes, equipment, etc., before ordering materials to complete the work in accordance with the Contract Documents, Shop Drawings and field conditions.

Step – 12 Upon approval of shop drawings, order long lead items so that materials may be delivered in a timely fashion without delays to construction.

2) Phase II – Gravity Main Installation

NOTE: Refer to Drawings, Sheets C-01, C-02

Step – 12 At 133rd Street,

At STA. 11+75±:

Begin construction, install the precast sanitary sewer manhole #2, as per Miami-Dade Water and Sewer Department Standard Detail SS 7.0.

Step – 13 At 133rd Street,

At STA. 13+99±:

Install the precast sanitary sewer manhole #3, as per Miami-Dade Water and Sewer Department Standard Detail SS 7.0.

Step – 14 At 133rd Street,

At STA. 16+81±:

Install the precast sanitary sewer manhole #4, as per Miami-Dade Water and Sewer Department Standard Detail SS 7.0.

Step – 15 At 133rd Street,

From STA. 13+99± to STA. 16+81±:

Install 8-inch PVC (C-900) gravity sewer pipe at a 0.4% slope, as indicated in plans, and clean the pipe.

Step – 16 At 133rd Street,

At STA. 15+90.60±:

Install the 17 LF of 6" PVC Sanitary Lateral and cleanout as per Miami-Dade Water and Sewer Department Standard Detail SS 1.0 and SS 22.0.

Step – 17 At 133rd Street,

At STA. 16+51.30±:

Install the 17 LF of 6" PVC Sanitary Lateral and cleanout as per Miami-Dade Water and Sewer Department Standard Detail SS 1.0 and SS 22.0.

Step – 18 At 133rd Street,

At STA. 16+81.26±:

Install the 17 LF of 6" PVC Sanitary Lateral and cleanout as per Miami-Dade Water and Sewer Department Standard Detail SS 1.0 and SS 22.0.

Step – 19 At 133rd Street,

From STA. 11+75.6± to STA. 13+99±:

Install 8-inch PVC (C-900) gravity sewer pipe at a 0.4% slope, as indicated in plans, and clean the pipe.

Step – 20 At 133rd Street,

From STA. 11+62.58± to STA. 11+75.6±:

Install 8-inch PVC (C-900) gravity sewer pipe at a 0.4% slope, as indicated in plans, and clean the pipe.

Step – 21 At 133rd Street,

At STA. 11+62.58±:

Begin construction, excavate existing Manhole #1, core and drill the manhole and connect the 8-inch PVC (C-900) gravity sewer extension, as per Miami-Dade Water and Sewer Department Standard Detail SS 6.2.

Step – 22 At 133rd Street,

After successful installation of the proposed gravity sewer system and authorization by the City; the Contractor shall excavate existing 8-inch force main, plug, grout and abandon in place, as indicated in the Plans.

3) Phase III – Final Sitework and Project Closeout

Step 1 – Repair roadway and curbing, access roadway within project site, asphalt areas as required.

Step 2 – Demobilization and related closeout activities shall be in accordance with section 01700 "Project Closeout".

Step 3 – Restore project site to pre-existing conditions, as applicable.

Step 4 – Complete all remaining miscellaneous and appurtenant work, including restoration of damaged survey control points, final inspection and cleanup.

- D.** The Contractor's equipment must be in first class operating condition, including proper mufflers and other silencing accessories. All equipment must be properly lubricated on a special maintenance type schedule to reduce noise, including tracks, rollers, idlers, sheaves and other noise producing components. Care must be taken to prevent oil spillage of any kind or oil dripping from equipment. The Contractor shall provide a temporary electric service for his electric equipment as specified herein below, and shall pay all cost thereof, including all charges for electricity used during the entire course of the project until its acceptance by the City. If the equipment used proves less than satisfactory and is unduly or needlessly disturbing the neighbors, in the opinion of the Engineer, he will have the right to order the Contractor to immediately modify the equipment to make it satisfactory, or to change to other equipment that is satisfactory at no additional cost to the City. During construction the Contractor shall, by sprinkling with water or by other means approved by the Engineer, eliminate dust annoyance to adjacent property owners. No additional compensation will be paid to the Contractor for any costs incurred in complying with the provisions herein.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

PART 1 – GENERAL**1.0.1. PROJECT SCHEDULES**

- A. General: Develop and submit for approval by the City a construction progress schedule and phasing plan demonstrating complete fulfillment of all Contract requirements including all activities of Subcontractors, equipment vendors and suppliers. Unless otherwise directed by the Engineer, the construction progress schedule shall be computer developed and maintained using Microsoft Project software as manufactured by Microsoft Corporation, Primavera, or equal. The Contractor shall prepare a network plan utilizing CPM (Critical Path Method). The City reserves the right to request progress schedule on magnetic media.
- B. Submittal: The progress schedule shall be plotted on 11-inch by 17-inch paper and shall be reviewed and updated monthly, depicting progress through the last day of the current month and scheduled progress through completion. Six up to date copies of the schedule shall be submitted along with the application for monthly progress payments for the same period.
 - 1. Immediately after award of contract, submit for review the progress schedule describing the activities to be accomplished and their dependency relationships, showing starting and completion dates for each activity in terms of the number of days after receipt of Notice to Proceed. All completion dates shown shall be within the period specified for contract completion.
 - 2. After receipt and initial review, the Engineer will meet with the Contractor for joint review, correction or adjustment of the proposed plan and schedule. Within five (5) calendar days after the joint review, the Contractor shall revise the schedule in accordance with agreements reached during the joint review and shall submit two copies of the revised schedule. After the Contractor has received both the Notice to Proceed and the approved copy of the schedule, he shall immediately add calendar dates in lieu of the number of days from the date of Notice to Proceed and shall furnish two copies of the revised schedule to the Engineer.
- C. Schedule Requirements:
 - 1. Show the sequence and interdependence of activities required for complete performance. In preparing the schedule, break up the work into activities of a duration of no longer than fifteen working days each, except as to non-construction activities (such as procurement of materials, delivery of equipment and concrete curing) and any other activities for which the Engineer may approve the showing of longer duration. The schedule shall show the activities for actual construction

work for each trade category of the project. The Contractor is to include a schedule of submittals of shop drawings, equipment schedules, coordination drawings, templates, fabrication, delivery and the like, and review and approval of shop drawings. Activities related to a specific physical area of the project shall be grouped on the schedule for ease of understanding and simplification. Activity duration (i.e. the single best estimate, considering the scope of the activity, and the resources planned for the activity) shall be shown on each activity on the diagram. To the extent that the schedule or any revised schedule shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been approved by the Engineer. Failure to include any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the City's approval of the schedule.

2. Include a cost estimate for each activity which cumulatively equals the total Contract cost. Estimated overhead and profit shall be prorated throughout all activities. The partial payments as defined under the General Conditions will be based on these approved activity costs.
3. With each request for a partial payment, submit a copy of the approved schedule marked to show the activities completed and partially completed, for which payment is requested.
4. The Contractor is advised that, if the work of this project includes work in the public right of way, that work may be shut down by the roadway governing authority during the period from the beginning of the Thanksgiving holiday through the end of the New Year holiday or some portion(s) of that period. Unless otherwise specifically called out herein, or granted by the Engineer in writing, no extension of Project will be allowed due to such a shutdown. If any extension of time is allowed, it will be a non-compensable nature. All costs of such a shutdown including any demobilization/re-mobilization costs shall be the sole responsibility of the Contractor and no extra compensation will be allowed. Upon ending of any such shutdown, the Contractor shall immediately resume construction operations unless otherwise ordered by the Engineer in writing.
5. The Contractor shall fully comply with any special working hours, and with all other requirements of the Permits, at no additional cost to the City. Working hours noted in permits or the specifications are subject to change. In the event that changed working hours affects the work of the Contractor, the Contractor's sole remedy shall be a non-compensable time extension. Said extension to be full compensation for all direct and indirect costs, including but not limited to loss of efficiency, loss of opportunity, increased bond or insurance premiums, or home office or extended overhead, incurred by the Contractor as a result of such change, and no additional compensation shall be considered. Night work may be required as a part of the construction.

1.0.2. PROGRESS MEETINGS

- A. General progress meetings will be held once each week at which every entity then involved in the planning, coordination and performance of work shall be discussed. The progress of each element of current work shall be discussed as to whether it is ahead of schedule, on time or behind time in relation to the updated progress schedule. For each meeting, the Contractor shall prepare a detailed three (3) week "look ahead" schedule in addition to, showing the progress schedule of the previous week. Methods to expedite behind-time work shall be determined, and commitments secured for bringing back to the scheduled date for the entities involved. Everything of significance which could affect the progress of the work, including schedule revisions, shall be discussed to ensure that current and subsequent work will be completed within the Contract time. Within three days after each meeting, copies of the minutes of the meeting, including a brief summary of progress of the work since the previous meeting, shall be distributed to each present or who should have been present. Whenever revisions to the progress schedule have been made or recognized at the progress meeting, a copy of the revised schedule shall accompany the minutes distributed.
- B. Each computer-generated construction progress schedule and report shall include the following minimum items:
1. Activity Numbers.
 2. Duration Estimate.
 3. Activity Description.
 4. Early Start Date (Calendar Dated).
 5. Early Finish Date (Calendar Dated).
 6. Latest Allowable Start Date (Calendar Dated).
 7. Latest Allowable Finish Date (Calendar Dated).
 8. Status (whether critical).
 9. Estimated Cost of The Activity.
 10. Total Float and Free Float.
- C. In addition, each construction progress schedule, network analysis and report shall be prefaced with the following summary data:

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1. Contract Name and Number.
 2. Contractor's Name.
 3. Contract Duration.
 4. Contract Schedule.
 5. The Effective or Starting Date of The Schedule (the date indicated in the Notice-to-Proceed).
- D. The workday to calendar date correlation shall be based on an 8-hour day and 40-hour week with adequate allowance for holidays, adverse weather and all other special requirements of the work. Normal work hours are Monday thru Friday, 7:30 am to 4:30 pm.
- E. If the Contractor desires to make changes in the method of operating which affects the construction progress schedule and related items, he/she shall notify the Engineer in writing stating what changes are proposed and the reason for the change. If the Engineer accepts these changes, in writing, the Contractor shall revise and submit, without additional cost to the City, all of the affected portions of the construction progress schedule, and associated reports. The construction progress schedule and related items shall be adjusted by the Contractor only after prior acceptance, in writing by the Engineer. Adjustments may consist of changing portions of the activity sequence, activity durations, division of activities, or other adjustments as may be required. The addition of extraneous, non-work activities and activities which add restraints to the construction progress schedule shall not be accepted.
- F. Except where earlier completions are specified, schedule dates which show completion of all work prior to the contract completion date shall, in no event, be the basis for claim for delay against the City by the Contractor.
- G. Construction progress schedules and related items which contain activities showing negative float or which extend beyond the contract completion date will not be accepted by the Engineer. Whenever it becomes apparent from the current construction progress schedule and associated reports that delays to the critical path have resulted and the contract completion date will not be met, or when so directed by the Engineer, the Contractor shall take some or all of the following actions at no additional cost to the City. They shall submit to the Engineer for approval, a written statement of the steps they intend to take to remove or arrest the delay to the critical path in the current construction progress schedule.
1. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of work.

2. Increase the number of working hours per shift, shifts per day, working days per week, the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate the backlog of work.
 3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities and comply with the revised schedule.
- H. If when so requested by the Engineer, the Contractor should fail to submit a written statement of the steps they intend to take or should fail to take such steps as reviewed and accepted in writing by the Engineer, the Engineer may direct the Contractor to increase the level of effort in manpower (trades), equipment and work schedule (overtime, weekend and holiday work, etc.) to be employed by the Contractor in order to remove or arrest the delay to the critical path in the current construction progress schedule, and the Contractor shall promptly provide such level of effort at no additional cost to the City.
- I. If the completion of any activity, whether or not critical, falls more than 100 percent behind its previously scheduled and accepted duration, the Contractor shall submit for approval a schedule adjustment showing each such activity divided into two activities reflecting completed versus uncompleted work.
- J. Shop drawings which are not approved on the first submittal or within the time scheduled, and equipment which does not pass the specified tests and certifications shall be immediately rescheduled.
- K. The contract time will be adjusted only in accordance with the General Requirement and other portions of the Contract Documents as may be applicable. If the Engineer finds that the Contractor is entitled to any extension of the contract completion date, the Engineer's determination as to the total number of days extension shall be based upon the current construction progress schedule and on all data relevant to the extension. Such data shall be included in the next updating of the schedule and related items. Actual delays in activities which, according to the construction progress schedule, do not affect any contract completion date will not be the basis for a change therein.
- L. From time to time it may be necessary for the contract schedule of completion time to be adjusted by the City in accordance with the General Requirements and other portions of the Contract Documents as may be applicable. Under such conditions, the Engineer will direct the Contractor to reschedule the work or contract completion time to reflect the changed conditions, and the Contractor shall revise the construction progress schedule and related items accordingly, at no additional cost to the City.
- M. Available float time may be used by the City through the City's Engineer.

- N. The City controls the float time and, therefore, without obligation to extend either the overall completion date or any intermediate completion dates the City may initiate changes that absorb float time only. City initiated changes that affect the critical path on the network diagram shall be the sole grounds for extending the completion dates. Contractor-initiated changes that encroach on the float time may be accomplished only with the City's concurrence. Such changes, however, shall give way to City-initiated changes competing for the same float time.
- O. To the extent that the construction project schedule, or associated report or any revision thereof shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been accepted by the Engineer. Failure to include on a schedule any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the review of the schedule by the Engineer.
- P. Review and acceptance of the construction progress schedule, and related reports, by the Engineer is advisory only and shall not relieve the Contractor of the responsibility for accomplishing the work within the contract completion date. Omissions and errors in the construction progress schedule, and related reports shall not excuse performance less than that required by the Contract and in no way make the Engineer an insurer of the Contractor's success or liable for time or cost overruns flowing from any shortcomings in the construction progress schedule, and related reports.
- Q. The Contractor shall present and discuss the proposed schedule at the preconstruction conference.
- R. The construction progress schedule shall be based upon the precedence diagramming method of scheduling and shall be prepared in the form of a horizontal bar chart showing in detail the proposed sequence of the work and identifying all construction activities included but not limited to yard piping, all structures and treatment units and all related work specified herein to be performed under the Contract. The schedule shall be time scaled, identifying the first day of each week, with the estimated date of starting and completion of each stage of the work in order to complete the project within the contract time. The project critical path shall be clearly identified.

1.0.3. DAILY REPORTS

- A. Prepare and submit to the Engineer at regular intervals not exceeding weekly intervals, a daily report recording information concerning events at the site. The daily reports shall contain the following and any other significant information:
 - 1. General weather conditions, rain, high/low temperatures.
 - 2. List of Subcontractors on site.

3. List of separate Contractors at the site, if any.
4. Meetings and significant decisions.
5. Stoppages, delays, shortages, losses.
6. Emergency procedures, field orders.
7. Orders/requests by governing authorities.
8. Other events or activities.
9. Partial completions.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. Submittals covered by these requirements include manufacturers' information, shop drawings, test procedures, test results, samples, requests for substitutions, and miscellaneous work-related submittals. Submittals shall also include, but not be limited to, all mechanical, materials, reinforcing steel, fabricated items, and piping and conduit details. The Contractor shall furnish all drawings, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's installation and other instructions as specifically required in the contract documents to demonstrate fully that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the contract documents.
- B. The Contractor shall submit copies of all permit applications, permit submittals, permit comments and permit approvals.
- C. Within 10 calendar days after Notice to Proceed, Contractor shall submit a complete list of all anticipated submittals including shop drawings, submittals, and product data with an anticipated delivery date to the Engineer and review and approval times. This shall be reviewed during the Project Kickoff Meeting and shall be continuously updated and reviewed during Project Progress Meetings.

1.0.2. CONTRACTOR'S RESPONSIBILITY

- A. The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the specified requirements. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment, which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall ensure that there is no conflict with other submittals and notify the Engineer in each case where his submittal may affect the work of another Contractor or the Owner. The Contractor shall coordinate submittals among its Subcontractors and suppliers including those submittals complying with unit responsibility requirements.
- B. Record Drawings: Refer to Section 01720 "Project Record Drawings".
- C. As-Built Record Drawings: Refer to Section 01725 "As-Built Record Drawings".

PART 2 – PRODUCTS
NOT USED

PART 3 – EXECUTION
NOT USED

END OF SECTION

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PART 1 – GENERAL**1.0.1. SCOPE OF WORK**

- A. Before proceeding with the erection of the construction plan, including the setting or placing thereof, and the erection of other temporary structures, the Contractor shall furnish the Engineer with such information and plans as the City may require.
- B. Shop Drawings (including Pre-Approved Product List submittals) shall be submitted prior to any project construction activity. In a timely fashion, well before the contemplated ordering for fabrication of special order or long-lead items or construction use of any standard element of the work, the Contractor shall furnish Shop Drawings for the review and approval of the City.
- C. It is the Contractor's sole responsibility, upon the first occasion of submittal of a particular element of the work, to submit Shop Drawings of an element which match and fulfill the requirements and intent of the plans and specifications. Any delays or costs caused, either directly or indirectly, by non-timely submissions; submission of items differing significantly from the intent of the plans and/or specifications; repeated submission of, or argument over, rejected elements or changes required for acceptance; arguments with the criteria or requirements of the plans or specifications; or any other such similar activities shall be at the expense of the Contractor.
- D. It is the intent of the Contract Documents that the Contractor shall, in the first instance, submit Shop Drawings of elements which meet or exceed the requirements of the Contract Documents and fit with the other elements of the work and the existing conditions. Delays or the inability to obtain shop drawing approval may subject the Contractor to costs for liquidated or actual damages as specified in the Contract.

1.0.2. DESCRIPTION OF WORK

- A. It is the intent of the Contract Documents that the Contractor shall, in the first instance, submit Shop Drawings of elements which meet or exceed the requirements of the Contract Documents and fit with the other elements of the work and the existing conditions. Delays or the inability to obtain shop drawing approval may subject the Contractor to costs for liquidated or actual damages as specified in the Contract.
- B. After award of the project, the Contractor may begin providing submittals for approval. Submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way expressed or implied relieve the Contractor from submitting complete Shop

Drawings and providing materials, equipment, etc., fully in accordance with the specifications. This procedure is required in order to expedite final review of Shop Drawings.

- C. Maintain an accurate updated Shop Drawing submittal log which shall include the following items:
1. Submittal Description and Number Assigned.
 2. Specification Section.
 3. Plans Sheet Number.
 4. Date to Engineer.
 5. Date Returned to Contractor (from Engineer).
 6. Status of Submittal (Approved, Approved as Noted, Rejected/Resubmit).
 7. Date of Resubmittal and Return (as Applicable).
 8. Date Material Release (for Fabrication).
 9. Projected Date of Fabrication.
 10. Projected Date of Delivery to site.
 11. Status of O & M Manuals Submittal.

1.0.3. CONTRACTOR'S RESPONSIBILITY

- A. Furnish the Engineer with a schedule of Shop Drawings submittals, fixing the respective dates for the submission of Shop Drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- B. Submit to the Engineer all plans and schedules sufficiently in advance of construction requirements to provide maximum time for checking and appropriate action from the time the Engineer receive them.
- C. It is the duty of the Contractor to check and approve all plans, data and samples prepared by or for him/her before submitting them to the Engineer for review. Each and every copy of the plans and data shall bear Contractor's stamp showing that they have been checked and approved. Shop Drawings submitted to the Engineer without the Contractor's stamp and approval shall be returned to the Contractor for

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conformance with this requirement before Engineer's review. ***Shop Drawings shall indicate any deviations in the submittal from requirements of the Project Documents and the Contractor shall state the reason why a deviation is required.***

- D. All submittals shall be accompanied by a submittal registry and transmittal letter containing the following information:
 - 1. Date.
 - 2. Project Title and Number.
 - 3. Contractor's name and address.
 - 4. The number of each Shop Drawing, Data, and Sample submitted.
 - 5. Notification of Deviations from Project Documents.
 - 6. Submittal Log Number conforming to and referring to Specification Section Number.
 - 7. Contractor signature or of its authorized representative.
- E. Submit seven copies of Shop Drawings and of descriptive or product data submittals necessary to complement Shop Drawing. The Engineer will retain five sets.
- F. After receiving approval by the Engineer, the Contractor shall be responsible for submitting the Shop Drawings to the City. Shop Drawings of all premanufactured items and all other Shop Drawings are required to obtain approval prior to manufacturing or installing the submitted items. The Contractor shall also be responsible for contesting any interpretations by the City that considers non-acceptable. The Contractor shall include in the bid prices, all costs for permits, fees and expenses associated with the submittals, including resubmittals (if any) of Shop Drawings to the City.
- G. Do not begin any of the work covered by a drawing, data, or a sample returned as "Rejected/Resubmit" until a revision or correction thereof has been reviewed and returned to the Contractor, by the Engineer, with approval or approval "As Noted". Be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to receiving Engineer's approval or approval "As Noted" of the necessary Shop Drawings.
- H. Be fully responsible for observing the need for and for making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment the Contractor proposes to supply, both as they

pertain to the Contractor's own work, work of others, or of other Divisions herein or Trades and clearly show such changes on the Shop Drawings.

- I. When substitutions in materials or equipment are allowed, the Contractor shall make all necessary changes in adjacent or connected structures and equipment at his expense. Where contemplated changes, substitutions or appurtenant work require engineering design, in the opinion of the Engineer, the Contractor shall have such design services performed at his expense.
- J. When substitutions in materials or equipment are allowed, the Contractor shall be solely responsible for all costs and time required by any differences in construction methods, fabrication or assembly required and no additional time will be allowed.
- K. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with specifications.
 - 5. That installation and maintenance clearances are sufficient particularly when equipment or arrangement changes have been made.

1.0.4. ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. Engineer's review of plans, data and samples, submitted by the Contractor will cover only general conformity to the drawing and specifications. The Engineer's review will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown. The review of plans and schedules will be general, and shall not be construed:
 - 1. As permitting any departure from the Contract requirements.
 - 2. As relieving the Contractor of responsibility for any errors, including detail, dimensions, and materials.
 - 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.
- B. Variations:

1. If the plans or schedules, as submitted, describe variations per paragraph 1.03 C, and show a departure from the Contract requirements which Engineer finds to be in the interest of the City and to be so minor as not to involve a change in Contract price or time for performance, the Engineer may return the reviewed plans without noting an exception.
 2. If the plans or schedules, as submitted, describe variations and show a departure from the Contract requirements which the Engineer finds to be minor enough to be corrected by redlining the submittal, the Engineer will mark and return the submittal marked "Approved as Noted." The redlined corrections shall be as binding on the Contractor as would be a resubmission embodying the same corrections.
- C. When reviewed by the Engineer, each of the Shop Drawings shall be stamped and dated to indicate it had been reviewed. Shop Drawings stamped "Revise and Resubmit" and with required corrections shown will be returned to the Contractor for correction and resubmittal.
- D. If the Contractor considers any correction indicated on the Shop Drawings to constitute a change to the project plans or specifications, the Contractor shall give written notice thereof to the Engineer who will render a decision which shall be final. After the decision has been made, the Contractor shall without delay, provide the corrections to the plans.
- E. When the Shop Drawings have been approved by the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.
- F. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal.

1.0.5. SHOP DRAWINGS

- A. Shop drawings shall be of such character that they may be used as fabrication drawings. Prior to submission, the Contractor shall thoroughly check such drawings, satisfying himself that they meet the requirements of the Plans and Specifications and that they are coordinated with the arrangements set forth on other shop drawings, and shall place on them the Project Number, the date and his signature and stamp of approval. Where items for which shop drawings are submitted are to meet special conditions listed in the detailed Specifications, the conditions shall be so noted on the drawing. Where there is a deviation from the Specifications, the Contractor shall note it and state the reason why a deviation is required. Two copies will be returned to the Contractor with the Engineer's mark of approval thereon, or will be marked to indicate changes necessary to effect compliance with the Specifications and the remaining copies will be retained by the City. When shop drawings are approved by the Engineer, they shall be as binding as any of the Contract Documents. Any errors or omissions on the shop drawings shall not relieve the Contractor of his responsibility.

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

- B. Shop drawings submitted without the required approval as specified above shall be returned without review and no extension of time will be granted for any delays caused by such improper submission.
- C. The approval of shop drawings and data will be general, and shall mean that upon examination of the shop drawings, no variations from the Contract requirements have been discovered, and approval will not relieve the Contractor of his responsibilities as defined under the Contract.
- D. When used in the Project Documents, the term "Shop Drawings" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the project. These Shop Drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance/test data shall be considered only as supportive to required Shop Drawings as defined above.
- E. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Information which is not applicable to the work shall be deleted by striking or cross hatching.
- F. If plans show variations from Contract requirements because of standard shop practice or for other reasons, describe such variations in the letter of transmittal. If no explanation of these variations is provided, the Contractor shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such plans have been reviewed and approved.
- G. For all mechanical and electrical equipment furnished, provide a list including the equipment name, address of and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- H. All manufacturers or equipment suppliers who propose to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least five years, unless otherwise specified. Manufacturers and/or equipment which fails to meet the specified experience period will be considered if the manufacturer or supplier provides a bond or cash deposit which will guarantee replacement of the equipment or process in the event of failure or unsatisfactory service.

- I. Only the Engineer will utilize the color "red" in marking Shop Drawing submittals.

1.0.6. REQUIRED INFORMATION

- A. Submit, as applicable, the following for all prefabricated or manufactured structural, mechanical, electrical, plumbing, process system, and equipment work:
 - 1. Shop Drawings or equipment drawings, including dimensions, size and location of connections to other work, and weight of equipment.
 - 2. Catalog information and cuts.
 - 3. Installation or placing plans for equipment, drives, and bases.
 - 4. Supporting calculations, signed and sealed by a Florida Registered Engineer when required, for equipment and associated supports, or hangers required or specified to be designed by equipment manufacturers.
 - 5. Signed and sealed calculations and plans by in-house Florida Registered Professional Engineer for structural systems, indicating compliance to the structural design criteria specified in the plans.
 - 6. Complete manufacturer's specifications, including materials description and paint system.
 - 7. Performance data and pump curves.
 - 8. Suggested spare parts with current price information.
 - 9. List of special tools required for testing, checking, parts replacement, and maintenance. (Special tools are those which have been specially designed or adapted for use on parts of the equipment, and are not customarily and routinely carried by maintenance mechanics)
 - 10. List of special tools furnished with the equipment
 - 11. List of materials and supplies required for the equipment prior to, and during startup
 - 12. List of materials or supplies furnished with the equipment
 - 13. Special handling instructions
 - 14. Requirements for storage and protection prior to installation

15. Requirements for routine maintenance required prior to equipment startup

16. List of all requested exceptions to the Project Documents

1.0.7. SUBMITTAL REQUIRED FOR FOREIGN MANUFACTURED ITEMS

- A. In addition to the submittal requirements stated above, suppliers of foreign manufactured items shall submit the names and addresses of companies within the United States that maintain technical service representatives and a complete inventory of spare parts and accessories for each foreign-made item proposed for incorporation into the work. Failure to prove these capabilities shall be cause for rejection of the foreign manufactured items.
- B. Foreign manufactured equipment and materials shall in all cases be clearly and permanently marked with the manufacturer's name and country of origin of the item. The name of the U.S. importing/supplying firm is not acceptable. Shop Drawing submittals of foreign-made items shall be accompanied by written information to include name and location (i.e. country, City, and street address) of the manufacturer. This requirement shall also apply to the foreign made elements of items assembled in this country from parts wholly or partially manufactured overseas.
 - 1. The words "Permanently Marked" as used in this paragraph shall mean; die stamped, cast-in, welded, or otherwise marked such that the removal of the marking by any mechanical or chemical means will result in obvious permanent damage to the surface marked. These markings shall be on surfaces which are not hidden by assembly.
- C. Where specified elsewhere herein or at the sole discretion of the Engineer, whose word shall be final, supply verification of quality, suitability or other aspects, as directed by the Engineer, from a Professional Engineer licensed to practice in the State of Florida or the state where the supplying U.S. firm is located. The verification shall be signed, sealed, and dated. All costs for this verification shall be at the sole expense of the Contractor and no extra compensation will be allowed. Verification by foreign-based engineers, firms, manufacturers, etc. will not be acceptable.

1.0.8. SAMPLES

- A. Furnish for the approval of the Engineer, samples required by the Project Documents or required by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integrally related parts and attachment devices.
 2. Full range of color, texture and pattern.
 3. A minimum of two samples of each Item shall be submitted.
- C. Each sample shall have a label indicating:
1. Name of Project.
 2. Material or Equipment Represented.
 3. Name of Producer and Brand (if any) Location in Project.
- D. Prepare a transmittal letter in triplicate for each shipment of samples containing the information specified herein in Paragraph 1.05 A. Enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer. Approval of a sample shall be only for the characteristics or use specified and shall not be construed to change or modify any Contract requirements.
- E. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples.

1.0.9. SUSTITUTION

- A. Changes in products, materials, equipment, and methods of construction required by the Contract Documents, which are proposed by the Contractor after award of the Contract, are considered to be requests for substitutions. Where the plans and/or specifications designate the products of a particular manufacturer, the product specified has been found suitable for the intended use. Articles or products of similar characteristics may be offered for the approval of the Engineer, whose decision shall be final. Copies of complete descriptive data shall be furnished regarding all materials furnished by the Contractor, consisting of Dimension drawings, catalog references, product data, cost, and other information necessary to clearly identify and evaluate each article.
- B. When substitutions are permitted, the Contractor shall make all necessary changes in adjacent, connected, or other structures and equipment at his expense. the Contractor shall make all necessary changes in adjacent or connected structures and equipment at his expense. Where contemplated changes, substitutions or appurtenant work require engineering design, in the opinion of the Engineer, the Contractor shall have such design services performed at his expense. Said engineering design services shall be of an extent satisfactory to the Engineer whose word shall be final and shall

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be performed by a Registered Professional Engineer licensed to practice in the State of Florida.

- C. Where there is a deviation from the Specifications, the Contractor shall note it and state the reasons why a deviation is required.
- D. Where engineer-recommended changes, substitutions or appurtenant work require engineering design, the Contractor shall have such design services performed. Those engineering design services shall be of an extent satisfactory to the Engineer, whose decision shall be final.
- E. The approval of Pre-Approved product sheets, shop drawings and data will be general and shall mean that upon examination of the drawings, no variations from the approved project drawings and project requirements have been discovered, and approval will not relieve the Contractor of his responsibilities as defined above. The City's review will not constitute an approval of dimensions, quantities and details of the material, equipment or item shown.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

PART 1 – GENERAL**1.0.1 DESCRIPTION OF WORK**

- A. This section specifies the taking and submission of construction photographs and audio-video photography.
- B. Prior to the delivery of any equipment, materials or supplies to the site of any work, or to the beginning of any of the construction work, the Contractor shall provide pre-construction photography as specified herein for the purpose of establishing the surface conditions existing in all of the areas to be affected by the construction of the Project.
- C. Pre-Construction Photographs: The Contractor shall video/photograph the entire project site during normal working hours including all concrete and asphalt pavements, curb and gutter, fencing, landscaping to remain, structures to be demolished, and existing structures that are to be modified. All videos and photographs shall be date and time stamped and a digital copy submitted on a flash drive/memory stick or media acceptable to the Department prior to beginning construction activities. The video/photographs shall clearly identify existing site and structural conditions.
- D. Ground photography shall consist of photographs and color video taping of surface features taken along the entire length of the Project and including all work, intersecting roadways and properties that will be impacted by the water service conversions.
- E. The purpose of the color audio-video taping of the project is to provide the necessary information for restoration of surface features after completion of the Project. The Contractor shall be responsible for repairing any damage or defect not documented as existing prior to construction.

1.0.2 QUALITY ASSURANCE

- A. Photographs shall be clean, sharp and clearly show details. Out-of-focus photographs will not be acceptable.
- B. Digital photographs which are poorly lit or lack definition will not be acceptable

1.0.3 SUBMITTALS

- A. Submit one (1) final digital file of each construction photograph and one (1) flash drive/memory stick or acceptable media with the video as follows:

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1. Within fourteen (14) days of receiving Notice to Proceed
2. Number photographs in sequence beginning with the numeral one

PART 2 – PRODUCTS

2.0.1 SIZE AND QUALITY

- A. Digital pictures and videos shall be compatible with City's software, color, 3½-inches by 5-inches.
- B. Digital pictures and videos shall be compatible with City's software.

2.0.2 IDENTIFICATION

- A. Each photograph shall be stamped with the following information stamped or typed on the back of the print:

CITY OF OPA-LOCKA WORKS DEPARTMENT

Contract No. _____

CONTRACTOR: _____

Photograph No. _____ Date: _____ Time: _____

Description: _____

2.0.3 QUANTITY

- A. A minimum of twelve (12) photographs shall be taken prior to construction and twelve more each month until completion of the Work.
- B. In the instance of a pipeline installation, take a minimum of one photograph each 200 feet or fraction thereof along the entire route of the main initially. During construction a minimum of one photograph every two hundred feet or fraction thereof of that portion of the main constructed during the month until completion.
- C. The number of photographs required shall be at the sole discretion of the Engineer whose decision shall be final.
- D. An increase in the number of photographs above the minimums shall not be cause for an increase in cost and no extra compensation will be allowed.

2.0.4 VIDEO PHOTOGRAPHY

- A. Color audio-video shall be submitted on a flash drive/memory stick or acceptable media.

PART 3 – EXECUTION

3.0.1 INITIAL AND CONSTRUCTION PHOTOGRAPHY

- A. Take pre-construction photographs of the entire site or route of the main after receiving the Notice to Proceed and prior to disturbing the site in any manner. Coordinate with the Engineer as to the vantage points and number of photographs required in Paragraph 2.0.3.
- B. Photography During Construction: Coordinate with the Engineer as to the actual number and location of views to be photographed and the day and time of photographing.
- C. Photographic equipment utilized shall be of sufficient quality to produce pictures capable of being enlarged without loss of definition or sharpness.

3.0.2 PHOTOGRAPHY DURING CONSTRUCTION

- a. Coordinate with the Engineer as to the actual number and location of views to be photographed and the day and time of photographing.

3.0.3 VIDEO PHOTOGRAPHY

- A. Coverage of Taping: Such coverage shall include, but not be limited to, all existing driveways, sidewalks, curbs, streets, signs, landscaping, trees, catch basins, fences, visible utilities and all buildings located within the work zone of the Project. Of particular concern are any existing faults, fractures, defects or other features. Audio description shall be made simultaneously with and support the video coverage.
- B. Streets: shall be recorded by audio-video tape for the full width of the right-of-way, except where specifically noted otherwise by the Engineer.
- C. Front, Side and Rear Yard Areas: shall be recorded by audio-video tape of properties impacted by the water service conversions.

3.0.4 LOCATION INFORMATION

- A. All flash drives/memory sticks or other acceptable media shall be properly identified by number, location and project name in a manner acceptable to the Engineer.
- B. A record of the contents of each flash drive/memory stick or acceptable media shall be supplied on a run sheet identifying each segment in the tape by location, i.e., street

viewing side, traveling direction, engineering stationing, and all referenced by tape counter numbers.

- C. All video recordings shall begin with the date and time of recording, the project name, the sheet numbers of engineering stationing as shown on the plans, the name of the street, area or building being taped, the direction of travel and the viewing side. Houses and buildings shall be identified visually by house or building address, when possible, in such manner that the progress of the taping and the proposed system may be located by reference to the houses and buildings.

3.0.5 SITE RECORDING CONDITIONS

- A. All audio-video taping shall be done during times of good visibility. No outside taping shall be done during periods of visible precipitation or when the ground area is covered with leaves or debris, unless otherwise authorized by the Engineer.
- B. In order to produce the proper detail and perspective, adequate auxiliary lighting will be required to fill in shadow areas caused by trees, utility poles, road signs and other such objects, as well as other conditions requiring artificial illumination.
- C. The average rate of speed in the general direction of travel of the conveyance used during taping shall not exceed 60 feet per minute. Planning rates and zoom-out rates shall be controlled sufficiently so that playback will produce adequate clarity of the object being viewed.

END OF SECTION

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. The intent of this section is to emphasize the City interest in quality products being designed and installed within the time and cost considerations of the project. The Contractor shall have primary responsibility for providing Quality Control (QC) for project during both design and construction phases. Quality Control includes, but is not limited to, such functions as:
 - 1. Assuring only latest revisions of design and other documents used for construction (e.g., Shop Drawings, catalog cuts, schedules) are being used by project staff.
 - 2. Inspection of materials and equipment delivered to the site.
 - 3. Inspection and maintenance of materials and equipment in storage.
 - 4. In progress and Final Inspection of the constructed product.
 - 5. Manufacturer's Certification of Installation for service intended.
 - 6. Reporting on work in progress daily.
- B. The Contractor shall have a QC System and sufficient QC staff, in place in the design team office and on the jobsite always that work is underway.
- C. The Contractor is responsible for controlling the quality of the work, including that portion of the work performed by Engineer of Record, the Cogeneration system manufacturer and on-site Subcontractors. The Contractor is also responsible for assuring that suppliers and manufacturers providing materials and products to be incorporated into the work satisfy the specified quality, provide required documentation, and provide those services as specified within the technical portions of the specifications.
- D. The Contractor shall develop and submit a Quality Control Plan which identifies the reporting structure of the QC organization, defines the procedures to be implemented by the Contractor to assure the specified quality is achieved, and details the daily reporting protocol. Within 20 calendar days of the Notice to Proceed (NTP), the Contractor shall submit their proposed Quality Control Plan. The Engineer will schedule a review meeting of the outline within one week of receipt of the plan outline. Final submission of the quality control plan shall be made no later than 10 calendar days following the review meeting.

- E. The Contractor and Engineer will coordinate materials testing for cast-in-place concrete, earthwork, and paving.

1.0.2. MATERIALS AND EQUIPMENT

- A. The Contractor shall maintain control over procurement sources to ensure that materials and equipment conform to specified requirements.
- B. The Contractor shall comply with manufacturer's instructions regarding all facets of materials and/or equipment movement, storage, installation, testing, startup, and operation.
- C. The Contractor shall prepare, complete, and maintain all equipment, pipe, and testing logs that document the dates and disposition of each specific test conducted. The logs will be comprised of a summary sheet that is corroborated by individual test report forms that document the specific tests. The individual test report form will be provided by the Engineer.

1.0.3. MANUFACTURER'S TECHNICAL REPRESENTATIVE

- A. When specified in the technical specification sections, the Contractor shall arrange for and provide technical representation directly from the manufacturers of respective equipment items or components.
- B. If, in the opinion of the Engineer, the Manufacturer's Representative fails to satisfy the terms of this Specification section, the Engineer may direct the Contractor to replace the Representative with a different representative, and those hours expended by the disapproved representative will not be counted against the service hours specified for the system/unit/component.

PART 2 – PRODUCTS

2.0.1. QUALITY CONTROL PLAN

- A. The Quality Control Plan shall be a formal document prepared under the direction of the Contractor. The Plan will be the basis by which the Engineer will monitor the QC effort associated with executing the work.
- B. The Plan shall address the Quality Control Organization and the roles each member of the organization plays in satisfying the quality requirements of the work.
- C. Included within the plan will be basic guidelines associated with the checking and monitoring of work as it progresses and how the guidelines will be used by Contractor's supervisors and representatives to provide the required quality.

D. The process for notification of quality concerns shall be included in the Plan.

2.0.2. REPORTS

A. Monthly Quality Control Summary that addresses the following:

1. Certification by Contractor that all work not specifically cited by a Non-Conformance Report satisfies the requirements of the Contract Documents.
2. Summary table identifying all non-conformance notices and their respective current status.

B. Certificate of Proper Installation shall address installation of equipment items.

PART 3 – EXECUTION

3.0.1. QUALITY CONTROL

- A. Quality control is the responsibility of the Contractor, and the Contractor shall maintain control over construction and installation processes to assure compliance with specified requirements.
- B. Means and methods of construction and installation processes are the responsibility of the Contractor, and at no time is it the intent of the Engineer to supersede or void that responsibility. In the event there is a degree of uncertainty that the process observed or planned will accomplish the required quality, the Engineer will refer to the Quality Control Plan and initiate discussion with the person primarily responsible for the process or installation in question.
- C. Prepare and submit weekly Quality Control activity reports to the Engineer.
- D. Monthly Quality Control Summaries are to be prepared and submitted to the Engineer with the Contractor's Partial Payment request for the respective period.

END OF SECTION

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. Provide temporary facilities required, which may include, but not limited to, the following:
 - 1. Contractor's field office, telephone and storage sheds.
 - 2. Temporary water service.
 - 3. Temporary sanitary service.
 - 4. Temporary electrical service.
- B. For additional requirements on Temporary Facilities refer to Section 01100 "Special Project Requirements".
- C. Requirements of Regulatory Agencies:
 - 1. Obtain and pay for permits as required by governing authorities.
 - 2. Comply with federal, state and local codes and regulations.

1.0.2. TEMPORARY ELECTRICITY

- A. The City will not furnish electric power for this project. All electrical driven equipment, including electrical welders, shall be served by the temporary electrical service to be provided by the Contractor.
- B. The Contractor shall supply extension cords, ground fault circuit interrupters, and safety equipment necessary to protect his workmen and plant personnel.
- C. The Contractor shall obtain a power source for temporary electricity from electrical generators or other approved means. Furnish, install and maintain temporary electric power service for construction needs throughout construction site as necessary.
 - 1. Power centers for miscellaneous tools and equipment used in construction work.
 - 2. Power for construction equipment.
 - 3. Power for testing and checking equipment.

4. Power for welding units and for other equipment having special power requirements.

D. Capacity:

1. Adequate electrical service distribution for construction use by all trades and Field Offices during construction period.
2. Notify FPL if unusually heavy loads, such as welding, pumps, high service temporary pump, and other special power requirements, will be connected.

E. Maintain strict supervision of use of temporary services.

1. Enforce conformance with applicable standards.
2. Enforce safe practices.
3. Prevent abuse of services.

1.0.3. TEMPORARY SANITARY FACILITIES

A. Furnish, install and maintain temporary sanitary facilities for use throughout construction period.

1. Enclosed toilet facilities for construction personnel.
2. General employee washing facilities.

B. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of Contractor's employees. Toilets at construction sites shall conform to the requirements of Subpart D, Section 1926.51 of the OSHA Standards for Construction.

C. Minimum number of fixtures:

1. Toilets and Urinals:

For less than 20 employees: 1 toilet.

For 20 or more employees: 1 toilet and 1 urinal per 40 workers.

2. Washing Facilities: Adequate for number of employees, for type of work requiring washing facilities.

D. Maintain strict supervision of use of facilities:

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1. Enforce conformance with applicable standards.
2. Maintain service and clean facilities.
3. Enforce proper use of sanitary facilities.

E. Cost of Installation and Operation:

1. Pay costs of temporary sanitary facilities, including costs of installation, maintenance and removal.
2. Costs of Water: As specified in Temporary Water.
3. Pay service charges for use of portable units.

F. Facility Locations:

1. Within the project site.
2. At Field Offices
3. Toilet and washing facilities:

Secluded from public observation.
Convenient for use of personnel in relation to work stations.
4. Obtain acceptance of the Engineer for all locations.

G. Enclosure for Toilet Facilities:

1. Weatherproof, sight proof, sturdy temporary enclosures.
2. Insect proof screening, adequate natural ventilation.

H. Sewer Connection: The Contractor shall coordinate with the City's Public Works Department for obtaining sewer connection and shall pay permit and sewer usage charges.

PART 2 – PRODUCTS

2.0.1. MATERIALS

- A. General: Materials may be new or used, but must be adequate for purpose required, must be sanitary and must not violate requirements of applicable codes. Materials in contact with potable water must be AWWA/NSF 61 listed.

2.0.2. ELECTRICITY

- A. Provide required facilities, including transformers, conductors, poles, conduits, raceways, breakers, fuses and switches.
- B. Provide appropriate enclosures for environment in which used, in compliance with NEMA standards.

2.0.3. DRINKING WATER FACILITIES

- A. Portable Containers
 - 1. Tightly closed and equipped with dispensing tap.
 - 2. Clearly label contents.
 - 3. Do not use for other purposes.
 - 4. Provide single service disposable cups, with sanitary container for unused cups, and receptacles for used cups.

2.0.4. SANITARY FACILITIES

- A. Toilet Facilities:
 - 1. Portable toilets; either:
 - a. Chemical toilets.
 - b. Reticulating toilets.
 - c. Combustion toilets.
 - 2. Toilet Tissue: Provide at each toilet, on suitable dispenser.

PART 3 – EXECUTION

3.0.1. GENERAL

- A. Obtain Engineer's approval of planned installations.

- B. Install work in a neat and orderly manner.
- C. Make structurally sound throughout.
- D. Maintain to provide continuous service.
- E. Modify and extend service as work progress requires.

3.0.2. TEMPORARY WATER

- A. Locate piping and outlets.
 - 1. Provide service convenient to work stations.
- B. Avoid interference with:
 - 1. Traffic and work areas.
 - 2. Materials handling equipment.
 - 3. Storage areas.
- C. Do not run piping on floor or on ground.
- D. When necessary to maintain pressure, provide temporary pumps, tanks and compressors.

3.0.3. TEMPORARY ELECTRICITY

- A. Service and distribution may be overhead or underground.
- B. Locate to avoid interference with:
 - 1. Traffic and work areas.
 - 2. Cranes.
 - 3. Material handling equipment.
 - 4. Storage areas.
- C. Do not run branch circuits on floor or on ground.
- D. Wire all safety devices required for operation of equipment.

E. Check operation of safety devices.

3.0.4. TEMPORARY SANITARY FACILITIES

A. Portable Toilets:

1. Erect securely and anchor to prevent dislocation.
2. Service as often as necessary to prevent accumulation of wastes and creation of unsanitary conditions.

B. Washing Facilities: Provide faucet

3.0.5. REMOVAL

- A. Completely remove temporary materials and equipment upon completion of construction.
- B. Clean and repair damage caused by installation and restore to specified or original condition.

END OF SECTION

PART 1 – GENERAL**1.0.1. SCOPE OF WORK**

- A. The Contractor shall exercise extreme care and protect all existing structures and utilities, when working in proximity so as not to disturb the structures. Repair or replacement of any property and/or structures damaged during the construction of this project shall be the sole responsibility of the Contractor. Costs involved in the replacement or repair will not be reimbursed by the City. The Contractor shall be responsible for coordinating his work with the work to be done by FPL or their Contractor.
- B. Protection of Property Remaining in Place:
 - 1. Property obstructions which are to remain in place, such as buildings, poles, walls, posts, bridges, etc., are to be carefully protected from damage and are not to be displaced. Any damage to such obstructions noted to remain in place shall be repaired by the Contractor at no additional cost to the City or Owner.
 - 2. Should structures be encountered which interfere with the work, the City or designee shall be consulted immediately in order for a decision to be made on the relocation of the work so it will clear the obstruction, if the obstruction cannot be relocated.
- C. The underground utilities, structures and other facilities shown on the plans are located according to the best information available but may vary by several feet from both the position and elevation shown. The Contractor shall explore far enough in advance of his main trench to determine the exact location and condition of such utilities, structures or facilities so that, before the pipe is installed, the Engineer may change the line or grade of the pipe, should that become necessary to avoid a conflict.

1.0.2. GENERAL CONSIDERATIONS

- A. All cost for changing the grade of the proposed main downward two feet-six inches or less in order to clear obstructions located differently than shown on the plans, or to clear obstructions not shown on the plans but the location of which could have become known or should have become known by proper observation of field conditions or the proper exploratory procedure, shall be included in the prices bid under the various items of the Proposal and no additional compensation will be allowed.
- B. Additional cost, if any, for changing the grade of the proposed main downward more than two feet-six inches, for the same reasons, will be paid for as "Extra Work" in accordance with "Extra Work and Payment Therefore" of the Special Conditions.

- C. Changing the grade of the proposed main by rising deflections, or the alignment by horizontal deflections, will not be considered as extra work, or extra cost, to the Contractor, and in some cases a credit to the City may be warranted.
- D. Where the Quotation contains Items for installing main in specific depth ranges, the main shall be paid for at the actual depth range installed. However, the provisions of paragraphs one and two of this Section shall apply and any depth increase caused by a lack of timely and sufficient exploration by the Contractor shall be at his expense. In such instance, the main shall be paid for as if installed at the invert elevations originally shown on the Plans.
- E. In all cases where the main is deflected either horizontally or vertically, and the Engineer requires additional work and items such as paving, air release valve assemblies, and similar items for which a pay item was established in the Proposal, then such additional work and items will be paid for at the prices bid.
- F. The Contractor shall determine the locations of recent additions to the systems not shown on the plans. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities. The location of all overhead utilities shall be verified, and the Engineer notified of any conflict which might occur. The Contractor shall be responsible for determining which poles will need shoring during excavation and shall provide such shoring and support as is required.
- G. Where it is necessary to temporarily interrupt house or building services, the Contractor shall notify the house or building owner or occupant, both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the Contractor shall obtain permission from the Owner, or shall make suitable arrangements for their disconnection by the Owner. The Contractor shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the work has progressed past the point involved.
- H. Various drainage culverts and drainage ditches may be encountered along the route of the work. Any culverts which are disturbed, damaged or removed shall be repaired, restored or reinstalled. The Contractor shall document any existing damage to the drainage systems, or if it needs cleaning, prior to doing any work in the vicinity, so he will not be held responsible. Drainage ditches shall be restored to the original cross sections existing prior to construction of this work. Ditches shall be left clean and free of all excavated materials or other materials deposited in them as a result of this construction. All existing headwalls, removed or damaged as a result of this construction, shall be restored as directed by the Engineer, and the work shall be considered an incidental item and the cost included in the other items of the quotation.
- I. All existing drainage structures and piping shall be considered clean at the start of construction. The Contractor shall check to verify that this is so. The Contractor

should notify the governing agency of any damaged or dirty structures or piping to avoid repair or cleaning at his expense. Copies of such notices shall be sent to the Engineer.

1.0.3. RELOCATION OF EXISTING UTILITIES

- A. The relocation of existing utilities, as noted on the plans, or for the convenience of the Contractor shall be the responsibility of the Contractor. This work shall be completed by either the forces of the existing utility or the Contractor's forces at the discretion of the responsible utility. If the work is to be performed by the Contractor, all work shall be done in accordance with the utility company's requirements. Under no circumstances shall the Contractor be authorized extra payment for this work, and all cost for the relocation shall be the responsibility of the Contractor.
- B. The Contractor shall also be responsible for the coordination of all existing utility relocations with the appropriate utilities. Where temporary supports or protective encasements are required during the construction, the Contractor shall be responsible for this work at no additional cost.
- C. Any conflicts between the field investigation and the information shown on the plans shall be brought to the immediate attention of the Engineer. There shall be no additional payment for adjustments in grades or location resulting from locations of existing utilities.
- D. Various storm sewer lines and inlets and slab-covered drainage ditches that conflict with the proposed construction may require adjustment, relocation or removal and reinstallation. This work shall be performed as directed by the Engineer, and the work shall be considered an incidental item and the cost included in the items listed in the quotation.
- E. Representatives of utility companies, the railroad companies, the traffic and transportation authorities, etc., shall be notified in accordance with the provisions set forth in the relevant sections of the Specifications and the permitting documents.
- F. Notify all utility companies that are affected by the construction operation at least forty-eight (48) hours in advance. Under no circumstance expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose and provide temporary support for all existing underground utilities and utility poles where necessary.
- G. Absolutely no extra compensation will be allowed for construction problems created by utility poles of whatever size, overhead electric, telephone or other lines, whether shown on the Plans or not. The Contractor is solely responsible for discovering such items in the field prior to bidding and including all costs for such work in the prices bid.

1.0.4. PROTECTION OF UTILITIES TO REMAIN IN PLACE

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- A. The work area may have existing utilities, such as, but not limited to irrigation, phone, electrical, water, sewer, storm sewer, and gas lines. It shall be the responsibility of the Contractor to verify the location of all such utilities, structures, etc. by hand excavation or other appropriate measures before performing any work that could result in damage or injury to persons, utilities, structures, or property. The Contractor shall make a thorough search of the site for utilities before work is commenced in any particular location. The Contractor shall take special consideration to protect the existing water main, force main and power line along the project location to avoid service disruptions.
- B. During construction, the Contractor shall protect the existing and proposed water main and force main using steel plates, as indicated in the drawings, until site work is completed and final grade is achieved. The Contractor shall be responsible for the repair of any damages caused to these pipes during construction at no additional costs to the City.
- C. The Contractor shall take immediate steps to repair, replace, or restore all services to any utilities or other facilities which are disrupted at the fault of the Contractor. Further, the Contractor shall engage any additional outside repairs on a continuous "around the clock" basis until services are restored. The Contractor shall also provide and operate any supplemental temporary services to maintain uninterrupted use of the facilities. All costs involved in the repairs and restoring of disrupted service resulting from negligence on the part of the Contractor shall be borne by the Contractor and shall be fully responsible for any and all claims resulting from the damage.
- D. Should utilities be encountered which interfere with the work, the City or designee shall be consulted immediately in order for a decision to be made on the relocation of the work so it will clear the obstruction, if the obstruction cannot be relocated.
- E. Prior to the start of construction, the contractor shall comply with F.S. 553.851 for the protection of underground gas lines.
- F. When power poles are adjacent to any proposed utility, the Contractor shall provide proper shoring or other suitable support during construction. The shoring and support methods shall be approved by the utility company engineering department. The cost of shoring will be included in the overall project cost.
- G. The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the written permission of the City. Requests for disconnection must be in writing and received by the City at least 72 hours prior to the time of the requested interruption.

1.0.5. PROTECTION OF TREES REMAINING IN PLACE

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- A. Construction can potentially damage the existing trees confined within the construction zone. Besides their aesthetic value, some trees are valuable and may be environmentally protected. Mangroves and mangrove associated species (as defined by Miami-Dade County Code of Ordinances) are the jurisdiction of Miami-Dade County and would fall under the Miami-Dade County Code of Ordinances, Chapter 24, Division II.
- B. Trees can be an important part of the ecological environment of the surrounding area. Measures should be in place to protect trees whenever necessary, including conservation of the canopy.
- C. Where directed by the City, desirable trees within the roadway area shall be trimmed, protected, and left standing. Branches of trees extending over the area occupied by the roadway shall be trimmed as directed, to give clear height of 14 feet over vehicular areas and 8 feet over pedestrian areas.
- D. When pruning cuts or root pruning to existing trees is shown in the Plans, work is to be supervised on site by an International Society of Arboriculture (ISA) or American Society of Consulting Arborists (ASCA) Certified Arborist and performed in accordance with American National Standards Institute (ANSI).
- E. All trees found within a FDOT designated road shall comply with the appropriate FDOT index for tree protection barriers. All other tree protection shall be in accordance with the
- F. For all areas both inside and outside the earthwork area, the Contractor shall not deface, injury, or destroy trees, nor remove or cut them without prior approval via a tree removal permit from the City of Opa-Locka Any accidental damage to a tree shall immediately be reported to the City of Opa-Locka for evaluation for public safety and possible new and additional permit requirements/work. An after-the-fact tree removal permit may be required.
- G. The Contractor shall understand all ANSI tree care standards prior to the start of earthwork. All necessary permitted above and below ground tree work shall follow the appropriate ANSI standards for tree care.
- H. Tree relocation, when required, shall be in accordance with CITY CODE

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

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PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. The Contractor shall furnish all material, labor, tools, equipment, plant, appliances and services necessary to complete all demolition, modification and relocation work required in the drawings and specified herein. Examine the various drawings, visit the site and determine the extent of work affected therein and all conditions under which he is required to perform the various operations.
- B. The Work specifically covered under this Section consists of the removal and disposal of existing structure, appurtenances, concrete pavement, concrete sidewalk, slope pavement, ditch pavement, curb and curb and gutter. The items to be removed shall be: (1) those items shown in the Plans to be removed; (2) those found within the limits of the area to be cleared and grubbed and directed by the City or designee to be removed; (3) those items which it is necessary to remove in order to construct new structures, utilities, and other appurtenances or obstructions which may be designated in the plans.
- C. Demolition shall be constructed in such a way as to leave no obstructions to any proposed new structures or to any waterways. Pilings shall be pulled or shall be cut off or broken off at least 2 feet below the finish grade line. (In the event that the Plans indicate channel excavation to be done by others, the finish ground line shall be considered as the limits of such excavation.) For material which are to remain the property of the City or are to be salvaged for utilization in temporary structures, the removal shall be in such way as to avoid damage to such materials, and all bolts, nails, etc., shall be entirely removed from timbers to be so salvaged; also such salvaged structural steel members shall be marked for identification, as directed. Retaining walls and drainage structures are specifically not included in the Work covered under this Section.

1.0.2. GENERAL CONSIDERATIONS

- A. Demolition, modification, removal and relocation work shall be coordinated with the City, shall be performed in an agreed upon sequence to minimize down time at the site.
- B. Promptly remove all demolished materials and debris from the site. No demolished materials shall be kept at the plant site for more than 24 hours.

- C. Demolition shall result in the complete removal and disposal of existing structures and appurtenances from the site as indicated on drawings and the cleanup after completion of the demolition work.
- D. The cutting and removal of existing work necessary for modifications and installation of new work shall be made with a minimum of damage to the work that is to remain. Any damage done to existing facilities which are to remain shall be repaired at the Contractor's expense to the satisfaction of the City.
- E. Surfaces of seals visible in the completed work shall be made to match as nearly as possible the adjacent surfaces.
- F. Non-shrink grout shall be used for setting wall casting, sleeves, leveling pump bases, doweling anchors into existing concrete and elsewhere as required.
- G. Follow other specific instructions for the modification work given in other sections of these specifications and/or as shown on the drawings.
- H. Verify exact location, material, alignment, joint, etc. of existing piping and structure prior to making the modifications and connections called out in the drawings. The verifications shall be performed with adequate time to correct any potential alignment or other problems prior to the actual time of connection.
- I. Dismantle and remove all existing equipment, piping and other appurtenances required for the completion of the work. Where called for or required, cut existing pipeline for the purpose of making connections thereto. Anchor bolts for equipment and structural steel removal shall be cut off one inch below the concrete surface. Surface shall be properly repaired and finished.
- J. Where necessary or required for the purpose of making connections, cut existing pipelines in a manner to provide an approved joint. Where required, weld beads, flanges or provide the specified couplings, all as required.
- K. Site shall be left in a clean condition satisfactory to the Engineer, free from demolished materials, rubbish or debris. Site shall be graded to meet adjacent contours and provide flow for surface drainage.
- L. Restore items intended to remain that have been damaged by demolition work.
- M. Items intended to remain that have been damaged by demolition work shall be restored to original or better condition.
- N. All interrupted utility services shall be returned to service, and temporary services disconnected, unless otherwise specified.

PART 2 – PRODUCTS

2.0.1. STRUCTURES TO BE REMOVED

- A. The work specifically covered under this Section consists of the removal and disposal of the material from existing structures.
- B. The structures to be removed shall be:
 - 1. Those structures, or portions of structures, shown in the plans to be removed.
 - 2. Those found within the limits of the area to be cleared and grubbed, and directed by the Engineer to be removed.
 - 3. Those structures, or portions of structures, which it is necessary to remove in order to construct new structures, utilities and other appurtenances or obstructions which may be designated in the plans.

PART 3 – EXECUTION

3.0.1. METHOD OF REMOVAL

- A. The structures shall be removed in such a way as to leave no obstructions to any proposed new structures or to any waterways.
- B. For material which are to remain the property of the City or are to be salvaged for utilization in temporary structures, the removal shall be in such way as to avoid damage to such materials, and all bolts, nails, etc., shall be entirely removed from timbers to be so salvaged; also such salvaged structural steel members shall be marked for identification, as directed.

3.0.2. REMOVAL OF EXISTING PAVEMENT

- A. The work specified in this Section consists of removing and disposing of existing concrete pavement, concrete sidewalk, slope pavement, ditch pavement, curb and gutter, where shown in the plans or directed by the Engineer to be removed or where required to be removed because of the construction operations.
- B. Retaining walls and drainage structures are specifically not included in the work covered under this Division.

END OF SECTION

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PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. The Gravity Main Relocation work is to be performed along NW 133rd Street, between NW 42nd Avenue and NW 43rd Avenue, Opa-Locka, Florida 33054. The project's owner is the City of Opa-Locka.

1.0.2. EXISTING UTILITIES

- A. Protection of, and relocation of existing utilities, structures and other facilities shall be in accordance with Specification "01530 - *Protection of Existing Facilities*".
- B. The relocation of existing utilities, as noted on the plans, or for the convenience of the Contractor, shall be the responsibility of the Contractor. This work shall be completed by either the forces of the existing utility or the Contractor's forces at the discretion of the responsible utility. If the work is to be performed by the Contractor, all work shall be done in accordance with the utility company's requirements. The Contractor shall also be responsible for the coordination of all existing utility relocations with the appropriate utilities. Where temporary supports or protective encasements are required during the construction, the Contractor shall be responsible for this work at no additional cost. Under no circumstances shall the Contractor be authorized extra payment for this work, and all cost for the relocation shall be the responsibility of the Contractor.
- C. Any conflicts between the field investigation and the information shown on the plans shall be brought to the immediate attention of the Engineer.

1.0.3. SITE ACCESS AND STORAGE

- A. The City reserves the right to enter upon, and to use, any and all portions of the work performed hereunder (or under its other Contracts), whether completed or not, as may be required.
- B. Highway Limitations: The Contractor shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the work. It shall be the Contractor's responsibility to construct and maintain any haul roads required for its construction operations.
- C. Temporary Crossings: Continuous, unobstructed, safe, and adequate pedestrian and vehicular access shall be provided to fire hydrants, parking lots, Vehicular access to

all production facilities shall be maintained except when necessary construction precludes such access for reasonable periods of time.

- D. Street Use: Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alleyway, or parking area during the performance of the work hereunder and it shall conduct its operations to not interfere unnecessarily with the City or any other authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. No street shall be closed plant operations without first obtaining permission of the Engineer and the City. Where excavation is being performed in any streets, one lane shall always be kept open to traffic, unless otherwise indicated. Toe boards shall be provided to retain excavated material if required by the Engineer or the City. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment. Temporary provisions shall be made by the Contractor to assure the use of sidewalks and the proper functioning of gutters, storm drain inlets, and other drainage facilities.
- E. Additional Facilities: Access to other facilities within the project site shall be allowed by the Contractor for City's staff conduct their operation and maintenance activities. Continuous, unobstructed, safe and adequate pedestrian and vehicular for the City's staff to access facilities within the project site such as the electrical building, emergency generator, water tanks and Pump Station 23 is required.

1.0.4. CONTRACTOR WORK AND STORAGE AREA

- A. The Contractor may utilize private warehouse and/or office space as a storage area and/or construction field offices.
- B. The Contractor shall submit to the Engineer for approval, a proposed plan and layout for all field offices, temporary facilities, and parking both for on the project site and on any additional lands obtained by the Contractor for its use during construction of the project. Prior to commencing any preparation remove, relocate and protect where necessary all existing underground and above ground facilities, pipelines, sprinkler systems, sod and all other existing installations. All these installations shall be restored to their initial conditions.
- C. The Contractor shall construct and use a separate storage area for hazardous materials used in constructing the work.
 - 1. For the purpose of this paragraph, hazardous materials to be stored in the separate area are products labeled with any of the following terms: Warning, Caution, Poisonous, Toxic, Flammable, Corrosive, Reactive, or Explosive. In addition, whether or not so labeled, the following materials shall be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints and paint thinners, 2 part epoxy coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent.

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2. Hazardous materials shall be stored in groupings according to the Material Safety Data Sheets.
3. Contractor shall develop and submit to the Engineer a plan for storing and disposing of the materials above.
4. Contractor shall obtain and submit to the Engineer a single EPA number for wastes generated at the site.
5. The separate storage area shall meet the requirements of authorities having jurisdiction over the storage of hazardous materials.
6. Hazardous materials that are delivered in containers shall be stored in the original containers until use. Hazardous materials delivered in bulk shall be stored in containers which meet the requirements of authorities having jurisdiction.

1.0.5. PARKING

- A. The Contractor shall be responsible for making its own arrangements for parking of its direct employees, Subcontractors, vendors, etc. as may be necessary either on site or offsite.
- B. Traffic and parking areas shall be maintained in good conditions, free of excavated material, construction equipment, mud, and construction materials. The Contractor shall repair breaks, potholes, low areas which collect standing water, and other deficiencies.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

PART 1 – GENERAL**1.0.1. SCOPE OF WORK**

- A. For any work conducted in a contaminated area within the project boundaries where hazardous materials or hydrocarbons have been encountered, were previously known to exist, or is suspected by the Contractor or the City Inspector, the Contractor must comply with all applicable requirements of OSHA, EPA, FDEP, Miami-Dade County Regulatory and the City's Environment and Sustainability Department.
- B. All work defined by this Division, including work less than one (1) acre in size, that has the potential to impact the City's Municipal Separate Storm Water System (MS4), and/or adjacent properties, is required to employ sediment and erosion control measures that are in accordance with Florida Storm Water Erosion and Sedimentation Control Inspector's Manual, latest revision, and in accordance with Miami-Dade County Department of Environmental Resources Management.
- C. All construction activity that results in the disturbance of equal to or greater than one (1) acre is required to obtain coverage under the Florida Department of Environmental Protection's Generic Permit for Storm Water Discharge from Large and Small Construction Activities (CGP).

1.0.2. SPECIALIZED CONSTRUCTION AREA

- A. Specialized construction areas are defined as areas where contaminants are discovered and require construction by personnel qualified by training and equipped with personal protective equipment for such work.
- B. Work in specialized construction areas shall be carried out by personnel qualified by training and equipped for such activities. These personnel shall be either Subcontractors with licensing and certification as specialists in this type of construction or the Contractor's own personnel who have taken and been certified as having passed the required training course(s). Licensing and certifications shall be submitted to the City for verification and shall in all cases be satisfactory to both, the City and other authorities with jurisdiction.

1.0.3. DUST ABATEMENT

- A. All permittees, contractors, owners, operators, or other persons involved in construction activities shall refer to applicable sections of Local, State, and Federal regulations on dust control for additional guidance, including but not limited to the Miami-Dade County Code of Ordinances.

- B. All persons involved in construction activities shall take measures to control dust from operations and prevent spillage of excavated materials on public roads.
- C. All persons involved in construction activities shall remove spillage of excavated materials, debris, and dust from public roads by methods approved by the City or designee.
- D. All persons involved in construction activities shall provide temporary dust-proof partitions where required to protect unaltered portions of existing structures and facilities and as directed by the City or designee. Temporary partitions shall be provided where demolition work is required to protect equipment and material and shall consist of plastic sheeting (6 mil).
- E. All persons involved in construction activities shall apply water at locations, quantities, and frequencies required by the City or designee to control dust for nuisance prevention to the City and properties in the vicinity of the site. The frequency of watering will be determined by weather conditions and the erodibility of the soil. If additives in the water are used to increase its dust suppression properties, the chemical should have no adverse environmental impact on adjacent water bodies.
- F. The Contractor shall prevent its operation from producing dust in amounts damaging to property or causing a nuisance to persons occupying buildings in the vicinity of the project Site. The Contractor shall employ measures to prevent fugitive dust. The Contractor shall be responsible for any damage resulting from dust originating from its operations.
- G. Storage Piles: Enclose, cover, water (as needed), or apply non-toxic soil binders according to manufacturer's specifications on material piles (i.e. gravel, sand, dirt) with a silt content of 5 percent or greater.
- H. Active Areas of Site: Water active construction areas and unpaved roads as needed and as requested by Engineer to prevent the propagation of dust.
- I. Inactive Areas of Site: Apply non-toxic soil stabilizers according to manufacturer's specifications to inactive construction areas, or water as needed to maintain adequate dust control.
- J. Vehicle Loads: Cover or maintain at least 2-feet of freeboard vertical distance between the top of the load and the top of the trailer sides on trucks hauling dirt, sand, soil, or other loose materials off of the site.
- K. Roads: When there is visible track-out onto a paved public road, install wheel washers where the vehicles exit and enter onto the paved roads and wash the undercarriage of trucks and any equipment leaving the site on each trip. Sweep the paved street at

the end of each shift with a water spray pick-up broom-type street sweeper as necessary or as directed.

L. Vehicle Speeds: Maintain vehicle speeds to 10 mph or less.

M. Additional dust control BMPs include but are not limited to the following.

1. Prevention of dust generation is preferable to applying dust suppression measures. Ensure in the project schedule that the area of cleared land is minimized during the drier months of the year, when dust generation is at its greatest.
2. The soil shall be maintained in a sufficiently damp condition to prevent loose grains of soil from becoming dislodged. The soil shall be completely crusted over by application of water or completely covered with clean gravel or treated with an approved dust suppressant.
3. Ensure that smooth surfaces are deep ripped and left rough and cloddy to reduce the wind velocity at the soil surface.
4. Construct wind fences if appropriate for the site. As a contingency measure, in areas that do not have access to a water supply, water stored on-site should never be less than fifty percent of disturbed land surface. Wherever watering is used to suppress dust, ensure it does not create contaminated runoff that will contaminate surface waters.
5. Use barriers where required to prevent the migration of sawdust or particulates from sanding or surface preparation activities during construction.

1.0.4. SEDIMENTATION ABATEMENT

- A. The Contractor shall be responsible for collecting, storing, hauling, and disposing of spoil, silt, and waste materials in compliance with applicable federal, state, and local rules and regulations and the Contract Documents.
- B. Install and maintain erosion and sediment control measures, such as swales, grade stabilization structures, berms, dikes, waterways, filter fabric fences, and sediment basins.
- C. Filter fabric barrier systems, if used, shall be installed in such a manner that surface runoff will percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated.
- D. Remove and dispose of sediment deposits at the designated spoil area. If a spoil area is not indicated, dispose of sediment off-site at a location not in or adjacent to a stream

or floodplain. Sediment to be placed at the spoil area should be spread evenly, compacted, and stabilized. Sediment shall not be allowed to flush into a stream or drainage way.

- E. Maintain erosion and sediment control measures until final acceptance or until requested by the Engineer to remove it.

1.0.5. RUBBISH CONTROL

- A. During the progress of the work, the Contractor shall keep the site and other areas for which it is responsible in a neat and clean condition and free from any accumulation of rubbish. The Contractor shall dispose of rubbish and waste materials of any nature and shall establish regular intervals of collection and disposal of such materials and waste. The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of rubbish and surplus materials shall be off the site in accordance with local codes and ordinances governing locations and methods of disposal and in conformance with applicable safety laws and the requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.
- B. It is important to maintain the construction site in a neat and satisfactory condition during the during construction and after construction has been completed. B. During construction, the Contractor shall regularly clean up all rubbish, surplus materials, and the adjacent areas affected. Unneeded construction equipment should be removed and all damages repaired so that the public and property owners will be inconvenienced as little as possible.
- C. Any material or debris that has washed or flowed into or been placed in existing watercourses, ditches, gutters, drains, pipes structures, or elsewhere during the course of the Contractor's operations must be entirely removed and satisfactorily disposed of during the progress of the work, and the ditches, channels, drains, pipes, structures, and work, etc., should, upon completion of the Work, be left in a clean and neat condition.
- D. The Contractor shall perform the cleanup work on a regular basis and as frequently as ordered by the City or designee. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the City or designee, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.
- E. Upon failure of the Contractor to perform periodic clean up and basic restoration of the site to the City or designee's satisfaction, the City or designee may, upon five (5) days prior written notice to the Contractor, employ such labor and equipment as it deems

necessary for the purpose, and all costs resulting there from shall be charged to the Contractor and deducted from amounts of money that it may be due.

- F. On or before the completion of the Work, the Contractor shall tear down and remove all temporary buildings and structures; remove all temporary works, tools, and machinery or other construction equipment; remove, acceptably disinfect, and cover all organic matter and material containing organic matter in, under, and around houses and other buildings; remove all rubbish from any grounds which has been occupied; and leave roads and all parts of the premises and adjacent property affected by work operations in a neat and satisfactory condition.
- G. Upon completion of the Work, the Contractor shall remove from the sites of the subsurface explorations all plant, machinery, tools, equipment, temporary work, and surplus materials; remove all rubbish from any grounds which has been occupied; and leave the roads and all parts of the premises and adjacent property affected by work operations in a neat and satisfactory condition.
- H. The Contractor shall thoroughly clean all materials and equipment installed, and, upon completion of the Work, deliver it undamaged and in fresh and new-appearing condition. All mechanical equipment should be left fully charged with lubricant and ready for operation.
- I. The Contractor shall restore or replace, when and as directed by the City or designee, any public or private property damaged by work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end, perform as required all necessary highway or driveway, walkway, and landscaping work. Suitable materials, equipment, and methods should be used for such restoration. The restoration of existing property or structures should be done as promptly as practicable as work progresses and should not be left until the end of the contract period.

1.0.6. SANITATION

- A. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.
- B. Sanitary and Other Organic Wastes: The Contractor shall establish a regular daily collection of sanitary and organic wastes. Wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Engineer and in accordance with Laws and Regulations pertaining thereto.

1.0.7. CHEMICALS

- A. Chemicals used on the work or furnished for facility operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

1.0.8. ADDITIONAL ENVIRONMENTAL CONSIDERATIONS – AFFECTED SOIL

- A. Excavation of affected soil shall be accomplished as described in Section 02220 "Excavation – General".
- B. Affected soil must be placed on an impermeable barrier when temporarily stockpiled. All stockpile leachate or runoff must be collected for disposal in accordance with applicable federal, state, and local regulations. Soils designated for removal and disposal shall be prepared for shipment, transported, and disposed of in accordance with the requirements of this Section.
- C. Affected soils shall be processed at a state licensed facility. These soils shall be transported and disposed of in accordance with federal, state, and local regulations. The Owner shall be responsible for all soil analyses required for transportation and disposal.
- D. The Owner shall be responsible for testing soil which has been incinerated to certify the treated soil meets applicable federal, state, and local regulations for final disposal.
- E. Free Petroleum Product
 - 1. Some free petroleum products which may be partly or entirely diesel fuel or gasoline may be encountered during excavation or removal of affected soil. The Contractor shall remove free petroleum product, if necessary, when a separate floating phase greater than 0.10-inch thick is present as required by health and safety considerations. The free petroleum product shall be removed by skimming, pumping to an oil/water separator, or other approved methods. The Contractor shall take reasonable precautions to ensure that solids are not entrained in the pumping process.
 - 2. Free petroleum products shall be transported and disposed by the Owner in accordance with federal, state, and local regulations. The Owner is responsible for any laboratory analyses required for disposal of the free petroleum products.
- F. Transport and Disposal

1. Transport Regulations: The Owner shall be responsible for the loading, labeling, placarding, marking, weighing, and transport of all waste materials in accordance with the Florida Department of Transportation Regulations, and U.S. Department of Transportation Regulations. The Owner shall use only transporters that are licensed and competent to haul these wastes.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

PART 1 – GENERAL

1.0.1 SCOPE OF WORK

A. Project Signs

1. City's Responsibility: To supply, erect and remove signs.
2. Contractor Responsibility: To maintain signs and restore site.

PART 2 – PRODUCTS

2.0.1 PROJECT SIGNS

- A. The City will supply signs for this Project. These signs will be produced, installed, and at the end of construction, removed by City's forces. During the construction period, the Contractor shall maintain the signs in good condition, satisfactory to the Engineer. Should the signs be defaced, damaged or destroyed, the Contractor shall be responsible for their repair or replacement to the satisfaction of the Engineer and no extra compensation will be allowed.

PART 3 – EXECUTION

3.0.1 MAINTENANCE

- A. Maintain signs and supports and repair all damages to the satisfaction of the Engineer.
- B. Restore site to original condition upon completion of Project.

END OF SECTION

01600 MATERIALS AND EQUIPMENT SHIPPING, HANDLING, STORAGE AND PROTECTION

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. This shall include both the City and Contractor supplied material and equipment.
- B. The Contractor is to inform all Subcontractors, suppliers, and manufactures of the requirements herein specified and shall include expenses for the following services in his costs for compliance with the requirements hereinafter specified.

1.0.2. PREPARATION FOR SHIPMENT

- A. When practical, equipment shall be factory-assembled. The equipment parts and assemblies that are shipped unassembled shall be furnished with assembly plan and instructions. The separate parts and assemblies shall be factory matchmarked or tagged in a manner to facilitate assembly. All assemblies are to be made by the Contractor at no additional cost to the City.
- B. Machined and unpainted parts subject to damage by the elements shall be protected with an application of a strippable protective coating, or other approved protective method.
- C. Equipment shall be packaged or crated in a manner that will provide protection from damage during shipping, handling, and storage.
- D. The outside of the package or crate shall be adequately marked or tagged to indicate its contents by name and equipment number, if applicable; approximate weight; state any special precautions for handling; and indicate the recommended requirements for storage prior to installation.

1.0.3. PACKING AND DELIVERY OF SPARE PARTS AND SPECIAL TOOLS

- A. Properly mark to identify the associated equipment by name, equipment, and part number. Parts shall be packaged in a manner for protection against damage from the elements during shipping, handling, and storage. Ship in boxes that are marked to indicate the contents. Delivery of spare parts and special tools shall be made prior to the time associated equipment is scheduled for the initial test run.

1.0.4. SHIPMENT

- A. All equipment and material shall be shipped with freight and shipping paid FOB jobsite.

- B. The Contractor shall request a 7-day advance Notice of Shipment from manufacturers, and, upon receipt of such notice, provide the Engineer with a copy of the current delivery information concerning equipment items and material items of critical importance to the project schedule.
- C. Schedule delivery to reduce long term on-site storage prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the Engineer.
- D. Coordinate delivery with installation to ensure minimum holding time for items that are hazardous, flammable, easily damaged or sensitive to deterioration.

1.0.5. RECEIVING

- A. The Contractor shall unload and record the receipt of all equipment and materials at the jobsite.
- B. All costs for receiving, inspection, handling, storage, insurance, inventory control, and equipment maintenance for both for both the Contractor-supplied and the City-supplied materials and equipment shall be included in the prices bid and no extra compensation will be allowed.

1.0.6. INSPECTION

- A. Immediately upon receipt of equipment and materials at the jobsite, the Contractor shall inspect for completeness and any evidence of damage during shipment. Should there appear to be any shortage or damage, the Engineer shall be immediately notified; and the Contractor shall be fully responsible for informing the manufacturers and the transportation company of the extent of the shortage or damage. If the item or items require replacing or supplying missing parts, the Contractor shall take the necessary measures to expedite the replacement or supply of the missing parts.

1.0.7. HANDLING

- A. Equipment and materials received for installation on this project shall be handled in accordance with the manufacturer's recommendations, and in a manner that will prevent damage.
- B. Pipes shall always be handled with great care to avoid damage. In loading and unloading, they shall be lifted with cranes or hoists or slid or rolled on skidways in such a manner as to avoid shock. Under no circumstances shall this material be dropped or allowed to roll or slide against obstructions. No cables, lifting arms, hooks or other devices shall be inserted into the pipe or fitting. All lifting, pulling or pushing mechanisms shall be applied to the exterior of the pipe. Pipe and other material shall be distributed along the right-of-way in advance of installation only to the extent approved by the Engineer. Pipe shall be stored on blocking or timber. It shall not be stored on rocks, boulders, or other supports which in the opinion of the Engineer are

unsuitable. Such materials shall be so placed as to keep obstruction to traffic to a minimum.

1.0.8. STORAGE AND PROTECTION

- A. Equipment and materials shall be stored prior to installation as recommended by the manufacturer. Generally, materials such as pipe shall be stored off the ground in approved storage yards or along the line of the proposed pipeline as approved by the Engineer. Items subject to the damage by the elements, vandalism, or theft shall be stored in secure buildings.
- B. Store and protect products in accordance with the manufacturer's instructions, with seals and labels intact and legible. Storage instructions shall be studied by the Contractor and he shall review them with the Engineer. Instructions shall be carefully followed and a written record of this kept by the Contractor. Arrange storage to permit access for inspection.
- C. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- D. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All structural, miscellaneous and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored, the webs vertical. Precast concrete shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, cracking and spalling to a minimum.
- E. All bolts, nuts, gaskets and other joint materials for use in pipelines shall be stored under cover.
- F. Gaskets shall be stored in their original packing bags or containers, and care shall be exercised to keep them away from heat, light, oil gasoline or other petroleum products. Gaskets shall be kept clean at all times and not handled with greasy or dirty hands.
- G. Plastic pipe and other elastomeric products shall be stored under cover to preclude damage by ultraviolet radiation even if the product has UV inhibitors in its compound.

1.0.9. INSURANCE

- A. The Contractor's insurance shall adequately cover the value of materials delivered but not yet incorporated into the work. The Contractor and the City shall be named as co-insured insofar as their respective interests may appear. Proof of this coverage must be submitted to the Engineer at the time request for progress or partial payments.

1.0.10. INVENTORY CONTROL

- A. Equipment and materials shall be stored in a manner to provide easy access for inspection and inventory control. The Contractor shall keep a running account of all materials in storage to facilitate inspection and to estimate progress payments for materials delivered but not installed in the work.

1.0.11. EQUIPMENT MAINTENANCE PRIOR TO THE CITYACCEPTANCE

- A. Provide the required or manufacturer's recommended maintenance during storage, during the installation, and until such time as the City accepts the equipment for full-time operation.

1.0.12. SALVABLE EQUIPMENT

- A. Any salvable pipe, or other miscellaneous material or equipment removed during construction and not reused in the work shall be cleaned, hauled, and stored by the Contractor at his own expense, where directed by the Engineer, and shall remain the property of the City. All other material shall be disposed of by the Contractor at his own expense.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. Work Included: This section outlines the procedure to be followed in closing all contracts.

1.0.2. RELATED SECTION

- A. Section 01340 “Shop Drawings, Product Data, and Samples”.
- B. Section 01720 “Project Record Documents”.
- C. City of Opa-Locka General Covenants and Conditions.

1.0.3. FINAL INSPECTIONS

- A. The City will not issue preliminary punch lists. After final cleaning and upon written notice from the Contractor that he has inspected the work and it is a 100% completed, the Engineer will make a preliminary inspection with the City and the Contractor present. Upon completion of this preliminary inspection, the Engineer will submit to the Contractor a written final punch list of any which this inspection reveals as defective or incomplete work.
- B. Upon receiving written notice from the Engineer, the Contractor shall immediately undertake the work required to remedy the defects and complete the work to the satisfaction of the City.
- C. Each item in the punch list shall have a time duration agreed upon by both parties which shall not exceed 10 calendar days. Punchlist items may be eliminated individually from the list when approved by the Engineer.
- D. Should the Engineer find all work satisfactory at the time of the inspection, the Contractor will be allowed to make application for final payment in accordance with the provisions of the General Covenants and Conditions.
 - 1. If the Contractor fails to complete any item of work within a time period equal to 100% of the agreed upon duration of time for all individual items, the Engineer will notify the Contractor in writing specifying the conditions pertaining thereto and directing the Contractor to comply with his directive. If the Contractor has not corrected such condition within 5 days of such notice, it shall be sufficient grounds for the Engineer to order the subject items discontinued and have them completely remedied in a timely manner at the expense of the Contractor.

2. No final estimate shall be issued by the Engineer until the Engineer has assured himself that the punch list has been 100% finished and all other related documents are submitted.

1.0.4. FINAL SUBMITTALS

- A. The Contractor shall submit all closeout documents required by the Contract Documents, including but not limited to the following.
 1. Warranties and guarantees
 2. Test reports, including but not limited to:
 - a. Concrete test results certified by a licensed testing laboratory
 3. Inspection and acceptance records
 4. Operating and maintenance manuals
 5. Project record documents
 6. Permit closeout documentation

1.0.5. FINAL PAYMENT APPLICATION

- A. Final payment application must include:
 1. Final releases of liens from all subcontractors and suppliers
 2. Final release from Contractor
 3. Final consent of surety bond
 4. The Contractor must obtain final Greenspace Management approval for installed landscaping
 5. Upon receipt of Final Payment, the Contractor shall execute the Form of Final Receipt, if applicable

1.0.1. GUARANTEES, BONDS, AND AFFIDAVITS

- A. No Contract will be finalized until all guarantees, bonds, certificates, licenses, roofing warranty, C.O. and affidavits required for work or equipment as specified are satisfactorily filed with the Engineer.
- B. The Contractor shall comply with the Public Records Laws of the State of Florida.

1.0.2. ACCESSORY ITEMS

- A. All Contractors furnishing and/or installing equipment and spare parts on this project shall provide to the City, upon acceptance of the equipment, all special accessories required to place each item of equipment in full operation.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. This Section specifies the maintenance of the work site in a clean, orderly, hazard free condition.

1.0.2. QUALITY ASSURANCE

- A. Conduct cleaning and disposal operations in accordance with local ordinances and anti-pollution laws. Rubbish, volatile wastes, and other construction wastes shall be neither burned nor buried on the work site, and shall not be disposed of into storm drains, sanitary drains, streams or other waterways.
- B. Final cleaning shall be accomplished either by workmen experienced in cleaning operations or by professional cleaners.

PART 2 – PRODUCTS

1.0.1. ON SITE WASTE CONTAINERS

- A. Provide on-site waste containers for collection of waste materials, debris and rubbish. See Section 01100 "Special Project Requirements", Subsection 1.0.4. regarding Safety Requirements for environmentally hazardous materials.

1.0.2. CLEANING MATERIALS

- A. Cleaning materials shall be as recommended by the manufacturer of the surface to be cleaned.

PART 3 – EXECUTION

1.0.3. SAFETY REQUIREMENT

- A. Maintain work site in accordance with local ordinances and anti-pollution laws applicable to work site cleanliness and in a neat, orderly and hazard-free condition until final acceptance of the work. Catwalks, accessible underground structures, work site sidewalks and walkways adjacent to the work site shall be kept free from hazards caused by construction activities.
- B. Store volatile wastes including rags in covered metal containers and remove from work site daily.
- C. Prevent accumulations of wastes which create hazardous conditions.

- D. Artificially ventilate spaces which are not naturally ventilated when volatile or noxious substances are present in those spaces.

1.0.4. CLEANING DURING CONSTRUCTION

- A. The Contractor shall at all times during the execution of this Contract keep the work site free and clear of all rubbish and debris. As soon as the work is completed, the accumulated rubbish or surplus materials shall be promptly removed. The Contractor shall also restore in an acceptable manner all property, both public and private, which has been displaced or damaged during the prosecution of the work and shall leave the site and vicinity unobstructed and in a neat and presentable condition.
- B. In the event of delay exceeding two (2) days after written notice is given to the Contractor by the Engineer to remove such rubbish or materials or to restore displaced or damaged property, the Engineer may employ such labor and equipment as he may deem necessary for the purpose, and the cost of such work, together with the cost of supervision, shall be charged to the Contractor and shall be deducted from any monies due him. The Project shall not be considered as having been completed until all rubbish and surplus materials have been removed and disposed of properly.
- C. Perform cleaning every workday for duration of the work. Structures, grounds, and areas of the work site, access roads and adjacent public and private properties shall be maintained free from accumulations of waste materials and rubbish caused by construction operations on the work site. Place waste materials and rubbish in on site containers or as otherwise approved. Unneeded construction equipment shall be removed and all damaged repaired so that the public and property owners will be inconvenienced as little as possible.
- D. Remove or secure loose material on open decks and on other exposed surfaces at end of each day's work or more often to maintain work site in hazard-free condition.
- E. Prevent dislodgement of materials due to wind and other forces. Wet down dry materials and rubbish to lay dust and prevent blowing dust. Cover or wet excavated material leaving and arriving at the site to prevent blowing dust. Clean the public access roads to the site of any material falling from the haul trucks.
- F. Empty on-site waste containers whenever necessary so that trash overflow does not occur. Legally dispose of contents at either public or private dumping areas.
- G. Control the handling of materials, debris and rubbish; do not drop or throw from heights.
- H. Immediately remove spillages of construction-related materials from hauling routes.

1.0.5. FINAL CLEANING

- A. In addition to the cleaning performed above, in preparation for final inspection, remove grease, dust, dirt, rust stain from surfaces. Remove labels, fingerprints and other

foreign materials from exposed exterior finished surfaces. Flush down all valve boxes, and areas leaving such surfaces clean of all sand, etc.

- B. In preparation for final acceptance or occupancy, conduct final inspection and cleaning of exposed exterior surfaces, and of concealed spaces.
- C. Maintain cleaning operations until project has been finally accepted.

END OF SECTION

PART 1 – GENERAL

1.0.1. FINAL CLEANUP

- A. At the completion of work and immediately prior to final inspection, cleaning of the entire project shall be accomplished according to the following provisions:
1. All temporary utility drops, fencing, and water supply outlets shall be removed.
 2. All plant gate identification signs, barricades, tools, rubbish collection receptacles and other such items shall be removed by the Contractor.
 3. All remaining earthen stockpiles of excess excavated material shall be graded to provide gentle slopes to prevent erosion as directed by the Engineer.

1.0.2. FINAL INSPECTION

- A. Following final cleanup, the Contractor shall request an inspection by the Engineer, and Engineer of Record. If the Engineer accepts the work as being complete, then Final Acceptance shall be given to the Contractor in accordance with Contract.

1.0.3. FINAL ACCEPTANCE

- A. Following successful final inspection, the Engineer shall approve the work as being complete and provide final acceptance of the work in accordance with the Contract.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

PART 1 – GENERAL**1.0.1. SCOPE OF WORK**

A. The Contractor is responsible for maintaining one record copy of:

1. Record Drawings. Record Drawings as used herein shall mean a drawing that reflects construction or design changes.
2. Record Specifications.
3. Addenda.
4. Change Orders and other modifications of the Contract.
5. Engineer's written orders or instructions.
6. Approved Shop Drawings (including product data and samples).
7. Field test records.
8. Construction photographs.
9. As-built dimensions and elevations as recorded on a daily basis by the Contractor's Professional Surveyor and Mapper (PSM) licensed to practice in the State of Florida.
10. Field Book. Survey Field notes taken by the PSM's survey crew (copy provided to the Engineer on a monthly basis)
11. The records listed above are always to be made available for the Engineer's review for all projects.

B. Vertical Datum: Nationwide, surveys and as-builts are in the process of conversion to NAVD 88 from the NGVD 1929. The City will accept NAVD 88 datum with a conversion factor on each page. The Florida Department of Transportation is using the NAVD 88 datum. Projects within FDOT roadway limits shall either use NAVD 88 datum or provide a conversion factor on each page if the NGVD 1929 datum is used. For projects using City of Miami datum provide a conversion factor on each page to the NAVD 88 datum.

1.0.2. MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Maintain documents in a clean dry, legible, condition and in good order. Do not use record documents for construction purposes.

1.0.3. REQUIRED MEASUREMENTS

- A. Set-up and Verification: The Contractor's PSM is required to recover the design baseline and verify the elevations and coordinates on a regular basis as needed.
- B. The Contractor is required to have a level instrument setup next to the construction site in order to control the vertical alignment of the pipe installation prior to trench backfilling. The level shall be setup daily for use by the surveyor, Contractor's foreman and City Engineer/Inspector. Any underground construction work that does not have a level properly setup will be stopped by the City Engineer/Inspector.
- C. The Contractor is required to have the PSM's survey crew record the field information on a daily basis when there is underground pipe installation. The survey crew shall be on-site as needed to record and verify the information before it is covered. Any underground construction work that does not have the information recorded by a survey crew will be stopped by the City Engineer/Inspector. The Engineer/Inspector has the authority to order re-excavation of work that was covered without accurate survey measurements.
- D. Field Book Information: The PSM is required to have his crews make daily visits to the Project site during underground pipe installation work to perform field measurements of the Contractor's daily installations. This information shall be recorded in field books. Copies of the field notes are required to be provided to the Construction Manager on a monthly basis. The PSM's field notes shall be submitted to the City along with partial as-built plans (signed and sealed) on a monthly basis as a condition of payment.

1.0.4. RECORDS

- A. During the life of the Contract the Contractor shall retain the services of a PSM who shall maintain daily records of the installation, including all deviations from Plans and Specifications and for the purposes of preparing and submitting to the City an as-built/record survey in compliance with:
 - 1. Florida Statutes Chapter 472.027.
 - 2. Florida Administrative Code Chapter 5J-17.050, 5J-17.051 and 5J-17.052.
 - 3. As further required by these Contract Documents.
- B. Measure and Record all information for all projects concurrently with constructions progress.
 - 1. The services of the PSM for the Project shall be retained by the Contractor prior to the issuance of the "Notice to Proceed." A letter from the PSM shall be provided at the Preconstruction Meeting indicating that the Contractor has secured his

services to perform all survey work for the duration of the project and prepare final as-builts plans.

C. Redline Drawings:

1. The Contractor shall maintain full size (22-inches by 34-inches) redline drawings to reflect the "record" items of work as the work progresses.
2. At a minimum, the redline drawings shall be reviewed on the 20th working day of every third month, or more often, as deemed necessary by Consultant, after the month in which the final Notice-to Proceed is given as well as on completion of Work. Failure to maintain the redline drawings up-to-date shall be grounds for withholding monthly progress payments until such time as the redline drawings are brought up-to-date.
3. Redline drawings shall be accessible to the City or designee at all times during construction period.
4. The cost of maintaining record changes, and preparation of the as-built record drawings shall be included in the unit prices bid for the affected items.

D. Label each document "PROJECT RECORD" in neat large printed letters.

1. Do not conceal any work until as-built information is recorded by the Contractor's surveyor and, if so required, by the City surveyor.
2. All locations for future connections or tie-ins shall be left unburied and uncovered until the Contractor's PSM measures and records the as-built information.
 - a. All as-built and inspector information is to be made available to the Engineer daily for inclusion in the City records.
3. Restrained pipe, end line valves, thrust blocks shall be left uncovered for the last complete length. In line valves and tees shall be left exposed for one length on both sides plus the face end. Measure and record the elevation, horizontal and vertical alignment, and inclination for these items.
4. For all projects, the Contractor's PSM shall maintain exact and extensive records of any deviations from the plans or specifications. These records shall be satisfactory to the Engineer, who's decision shall be final, and enough to allow the production of accurate as-built plans which correctly and completely portray the work as constructed.
5. For all projects, the Contractor's PSM shall record data as follows during the entirety of construction:
 - a. For facility (e.g. a water or sewage plant, pumping station, or similar site if so, designated by City) projects, record as-built dimensions and elevations every

twenty-five feet or portion thereof along the pipeline and at every abrupt change in direction of the new line.

- b. For pipeline projects, constructed in the public right-of-way dimensions and elevations every one-hundred feet or portion thereof along the pipeline and at every horizontal and vertical change in direction.
- c. In all cases record locations and elevations for each valve, fitting, service line, fire hydrant, water sampling point, utility poles adjacent to the proposed line, overhead wires crossing the ditch line (approximate height above grade) and other appurtenances along the pipeline.
- d. The identity, dimensions, location and elevation of any existing utility crossing the proposed line and so immediately adjacent to the new line as to be exposed by the excavation shall also be recorded. Locate, excavate expose and record the same data for any utility shown in the plans whose proximity to the proposed pipeline could affect the certification requirements of the new installation. Note that in instances of a very wide ditch due to ground conditions the recording of data for adjacent, paralleling, utilities shall only be required for lines which come within three (3) feet of the outside of the pipe being installed unless otherwise ordered by the Engineer who's decision shall be final.
- e. Without exception, for all thrust blocks, the top elevation, outer dimensions, thickness of the block, length and location of any sheet piling, if used, shall be recorded by the Contractor's PSM.
- f. Specific locations and elevation of equipment, the buildings and miscellaneous items installed inside them shall be recorded as applicable and as required by the Engineer.
- g. Without exception, where the substitution of another piece of equipment for that shown on the plans has been allowed, the footprint, clearance and elevation dimensions shall be recorded by the Contractor's PSM and these changes shall be accurately and thoroughly portrayed on the as-built plans.
- h. The Contractor's Licensed PSM shall prepare from the field data, as-built record drawings showing correctly, completely and accurately the installation, embracing all changes and deviations made during construction, including all construction variances, to reflect the work as it was constructed.
- i. Record Drawings shall be prepared as specified hereinafter.
 - 1) Record Drawings shall be prepared as specified herein.
 - 2) Record Drawings and five (5) copies shall be signed and sealed by the PSM and shall be submitted to the City for the Engineer's review within

ten (10) calendar days following the completion date of successful pressure testing of all mains and appurtenances under this Contract.

- j. If the Engineer determines that the drawings are not acceptable, they will be returned to the Contractor with a cover letter noting the deficiencies and/or reasons for the disapproval. Contractor shall have ten (10) calendar days to correct all exceptions taken by the Engineer and resubmit as-built record drawings to the Engineer for final acceptance.

1.0.5. DRAWINGS

- A. During the life of the Contract, maintain records of all deviations from the plans and specifications and prepare therefrom As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Record Drawings for errors and omissions prior to submittal to the City and certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all piping including building exposed and internal piping, electrical/signal conduits in or below the concrete floor, Indicate the size, depth and voltage in each conduit.
- B. Legibly Mark to Record Actual Construction: All data as previously specified for all installations by the Contractor's . For on-site structures and facilities work the Contractor's Florida Registered Land Surveyor shall record:
 - 1. Depths of various elements of foundation in relation to datum plane.
 - 2. All exposed and underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location, Horizontal and vertical locations of underground utilities and appurtenances, measured from permanent reference points, plant survey grids, property lines and similar.
 - 3. Location of internal utilities and appurtenance concealed in the construction shall be referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.
 - 4. Field changes in dimensions, locations and details.
 - 5. Changes made by Engineer's written instructions or by Change Order.
 - 6. Details not on original plans.
 - 7. Equipment and piping relocations.
 - 8. Major architectural and structural changes in structures, including tanks.

9. Architectural schedule changes according to Contractor's record and shop drawings.
 10. Record drawings shall be prepared as specified hereinafter.
- C. Specifications and Addenda: Legibly mark each section to record the following:
1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment installed.
 2. Changes made by Engineer's written instructions or by Change Order.
- D. Approved Shop Drawings: Provide record copies for system diagrams and drawings together with each element of process equipment, piping, electrical system and instrumentation system.

1.0.6. SUBMITTALS

- A. Accompany submittal with transmittal letter in duplicate, containing:
1. Date
 2. Project title and number
 3. Contractor's name, address and phone number
 4. Title and number of each Record Document
 5. Contractor signature or of its authorized representative.
- B. Record Drawings with five blue line copies which have been signed and sealed by the surveyor shall be submitted to the City for the Engineer's review. Drawings shall conform to recognized standards of drafting and the minimum technical standards as set forth by the Board of Professional Surveyors and Mappers, shall be neat, legible and on 24-inch by 36-inch Mylar. These materials shall be submitted to the City for the Engineer's review as a prerequisite for payment during the course of construction as previously specified and final, complete sets of documents within ten calendar days following the completion date of successful testing of all mains, equipment and appurtenances under this Contract. Final payment will not be made until the set of as-built record drawings and five sets of blue-line prints have been approved and accepted by the Engineer.
- C. In cases where a portion of a pipeline system or parts of a process system are put into service, the above conditions shall apply for the in-service portion and monthly payments shall be withheld until the as-built drawings are accepted by the Engineer.
- D. As-Built Record Drawings, as prepared by the Contractor's Florida Registered Land

Surveyor and submitted by the Contractor, shall comply with following criteria and standards, and as specified in Section 01725 "As-built Drawings":

1. Title block must show the Contract or Project Title (as applicable); Contract number; City project number (if applicable); Contractor's name; Engineer of Record's name; Surveyor's name and address; date; location; and where appropriate to the work, size and type (i.e. water main, sanitary gravity main, sanitary force main) of main.
 - a. Baselines or centerlines must be tied to section corners, monument line and right-of-way lines.
 - b. Pipeline must be tied to baseline or centerline with stations and offsets.
 - c. Baselines or centerlines must show bearings or deflection angles, or delta, radius, chord and arc length for curves.
 - d. Show all horizontal curve data, including point of curvature (PC) and point of tangency (PT) stations or radial bearing.
 - e. Stationing must be the same as shown on construction drawings and must be tied to Section corners, centerline intersections and all other pertinent control points within the project. All such pertinent points shall have their stationing shown and where there is dual stationing for a point, both stations shall be called out.
 - f. Identify all streets by name or number and show stationing at all intersecting streets.
 - g. Refer to vertical datum plane and identify the location, elevation and source supplying the benchmark used.
 - h. Tie easement lines to survey baseline or platted centerline and rights-of-way.
 - i. Show horizontal and vertical locations of all fittings, deflections, or at any significant change of direction, and at a maximum of 100-foot intervals along the pipeline for off-site (e.g. in the public right-of-way) and at maximum 25-foot intervals for on-site (e.g. on a facility such as a pump station or plant) work.
 - j. Elevations of natural ground or pavement over the pipeline must be shown at each position where the pipe elevation is shown and at intervening high and low points.
 - k. Show all invert and bottom elevations of pipes. Show all invert and bottom elevations together with pipe size, and where it can be determined, pipe material, for existing structures having pipes which cross the pipeline being constructed.

- l. Locations and elevations together with diameter, thickness and material of all casings.
 - m. Location, top and bottom elevations of all sheeting left in place.
 - n. Coordinate values used inside plants shall be the local, City established coordinate systems referenced to the property boundary.
- E. Update of Construction Documents:
- 1. All "proposed" information shall be removed from as-builts, leaving only "as-built" information reflected in drawing.
 - 2. Upon completion of the Work, the Contractor shall furnish the Consultant the as-built record drawings. Pay request quantities must match as-builts record drawings. The completed as-built record drawings shall be delivered to the Consultant at least 48 hours prior to final inspection of the work. The final inspection will not be conducted unless the as-built record drawings are in the possession of the Consultant.
 - 3. The City reserves the right to have a Registered PSM perform spot checks of as-built information provided by the Contractor. The City shall pay the costs of such survey work when the work is performed by a City of Opa-Locka Contractor. Should any spot checks indicate that any portion of the installation does not comply with the Contract Documents, a recheck shall be performed by another (or third) Registered PSM or agreed to by both the City and Contractor at the Contractor's expense. If the recheck confirms the first check, that portion of the work shall be removed and replaced or modified at no additional cost to the City until satisfactory compliance is attained.
- F. Certification: The Contractor shall certify on as-built record drawings all other actual constructed details and information as may be required by the City including but not limited to:
- 1. Pipeline must be identified by type of pipe material and manufacturer.
 - 2. Types and sizes of sheeting and piling together with measured and complete; location, dimensional and elevation data on any pile caps, tie backs, anchors, walers or other appurtenant structures left in place.
- G. Digital Records: The City reserves the right to require submittal of as-built drawings in AutoCAD format and in PDF format. The AutoCAD file shall be compatible with the City's system and capable of being uploaded without external reference files. Graphical information contained on electronic media shall be the same as provided on plan sheets. Digital Records shall be delivered to the office of the City Engineer, Engineering Division, Opa-Locka Public Works Department at 12950 NW 42 Ave in Opa-Locka, FL 33054. A letter of transmittal shall be provided, containing a list of all files and data being provided.

PART 2 – PRODUCTS
NOT USED

PART 3 – EXECUTION
NOT USED

END OF SECTION

PART 1 – GENERAL**1.0.1. SCOPE OF WORK**

- A. This section shall serve to set out guidelines for as-built drawings submitted to City of Opa-Locka.
- B. To ensure that as-built drawings may serve their intended purposes now and in the future, they should be prepared with consideration for quality. The City of Opa-Locka Public Works Department will consider the following elements during as-built during review to ensure the quality of the as-built drawings.
- C. The Contractor is required to have a survey crew record the field information on as necessary when there is underground pipe installation. The Florida Licensed Professional Surveyor and Mapper shall be responsible for providing measurements accurate to the standard of practice established in Chapter 5J-17.050 to 5J-17.052 of the Florida Administrative Code, pursuant to Section 427.027, Florida Statutes. The approved final record as-built shall be used as part of the City of Opa-Locka's GIS and Record System.
- D. The Contractor's PSM shall maintain exact and extensive records of any deviations from the design plan set.
- E. As-built drawings shall be prepared in a professional manner consistent with common engineering standards for layout, lettering, and line-work.
- F. As-built information shall be portrayed in a manner that is readily understandable by someone not familiar with the specific job.
- G. Preparer shall endeavor to present as-built information clearly without "cluttering" the drawing.
- H. As-built drawings shall include all disciplines in the Bid Set drawings.

1.0.2. CRITERIA FOR AS-BUILTS

- A. Horizontal: All horizontal control and locations shall be tied to the Florida State Plane Coordinate System, East Zone (NAD 83/2011).
- B. Vertical Datum: All vertical control and elevations shall be referenced to National Geodetic Vertical Datum of 1929 (NGVD 1929).

1.0.3. AS-BUILT REVIEW PROCESS**A. SUBMITTAL PACKAGE**

The following shall be submitted as one package in order to be accepted for initial

review by the Inspections Unit.

1. Initial submittal (prior to performing field testing) shall include the following: 1 set of signed and sealed as-built (DWFX file), signed and sealed field book information, DWFX file of the as-built and the City Minimum Requirements As-built Plan Submittal.
2. Final submittal shall consist of corrected As-Built Documents in digital format (AutoCAD and DWFX files) and the following sets of signed and sealed as-builts sets:

Five (5) sets.

Signed and Sealed Copy of Field Book Information.

As-builts signed and sealed by the Florida Licensed Professional Surveyor and Mapper and/or Engineer of Record must comply with format requirements.

B. CITY PROCESSING.

1. The City will require Ten (10) business days to perform the as-built review.
2. As-builts will be initially checked by the responsible Field Inspector to verify that they are an accurate representation of the work as installed and that the job as shown is complete and in accordance with the permitted plans.
3. Following the Field Inspector's review, as-builts will be reviewed in depth by the As-Built Reviewer to ensure compliance with these standards. The Reviewer will also check the complete package which includes the Bill of Materials.

C. PUNCH LIST

1. Punch List items may be generated from the City initial review. Successive reviews are solely for the purpose of ensuring that original punch list items are completely and correctly done to obtain a final As-built acceptable to the City.
2. Successive punch list items may only be added to correct a problem resulting from submitter's efforts to comply with the original punch list. No new original punch list item(s) may be added. Submitter shall be required to make these successive changes.
3. In the case of an oversight on the part of the As-built Reviewer, punch list items may be added to the list or requested of the submitter after the valid time for such items. The City requires that all corrections be made as a condition of accepting the final as-builts.
4. Marking of the drawings shall be kept current and shall be done at the time the material and equipment are installed. Annotations to the Contract Documents shall be made with an erasable colored pencil conforming to the following color code:

Additions - Red
Deletions - Green
Comments - Blue
Dimensions - Graphite*

*Legibly mark to record actual depths, horizontal and vertical location of all above and below grade structures, underground pipes, valves, raceways, cables, and appurtenances referenced to permanent surface improvements.

1.0.4. AS-BUILTS SUBMITTAL REQUIREMENTS

A. GENERAL REQUIREMENTS

1. Prior to final acceptance, two (2) copies of as-built drawings certified by a Florida Registered Land Surveyor shall be provided to the City for approval, acceptance and certification by the "Engineer of Record", together with a copy of digital media producing such As-Builts.
2. At minimum, the As-Built must show Station numbers and horizontal offsets from the Base Line and Right-of-Way lines on a Plan scaled 1"=20 ft. for all fittings, valves and changes in horizontal alignment, and a profile with a vertical scale of not less than 1" = 2 ft. with elevations at all horizontal and vertical changes in alignments and grade profile elevations at approximately 50 ft.
3. As-Built plans and profiles must also show all abandoned pipes and plugs that were modified within the project limits and actual elevation/description of all other utilities crossing or encountered in the vicinity of the new water mains. The paper size of the drawings shall be 22"X 34".
4. Any deviations from the design plans must be approved by the City.

B. QUALITY OF AS-BUILTS

To ensure that as-builts may serve their intended purposes now and in the future, they should be prepared with consideration for quality. The As-built Reviewer will consider the following elements to ensure the quality of as-builts.

1. Accuracy: The Contractor is required to have a survey crew record the field information on as necessary when there is underground pipe installation. The Florida Licensed Professional Surveyor and Mapper shall be responsible for providing measurements accurate to the standard of practice of the Florida Administrative Code. The approved final record as-built shall be used as part of the City GIS and Record System.
2. Field Changes: The Contractor's PSM shall maintain exact and extensive records of any deviations from the design plan set.

3. Appearance: As-builts shall be prepared in a professional manner consistent with common engineering standards for layout, lettering and line-work.
4. "Understandability": As-built information shall be portrayed in a manner that is readily understandable by someone not familiar with the specific job.
5. Clarity: Preparer shall endeavor to present as-built information clearly without "cluttering" the drawing.

1.0.5. AS-BUILT CONTENT REQUIREMENTS – ALL DRAWINGS

- A. All drawings submitted to the City of Opa-Locka Public Works Department shall include at a minimum the following, where applicable.
 1. Centerlines, right-of-way lines, right-of-way dimensions, street widths and names, with matching plat, if applicable, subdivision name, phaseline, and number. (Phasing to be nearest valve and manhole in limits of phase area).
 2. Baselines, monuments, monument lines, lot lines, parcel lines.
 3. All involved lots and blocks shown and correctly designated (to match plat).
 4. All control lines identified (i.e., centerline, section line, etc.). Identify all streets by name or number and show stationing at all intersecting streets.
 5. Baseline shall be tied to centerlines, boundary lines, section corners, or to monument lines or to right-of-way lines. Baselines must show bearings or deflection angles, or delta, radius, chord, and arc length for curves.
 6. Pipeline installation shall be tied to a baseline that easily identified on the existing or proposed right-of-way. Baseline shall not be on top of the main except for gravity sewers installed on centerlines.
 7. Show all existing water, sewer and/or stormwater mains as a broken line (i.e., dashed). Show proposed utility as dark solid line. Also, identify respective utility pipe, size, and material type. Existing or proposed mains 20-inches in diameter and greater, shall be shown as two lines (i.e., double line) of the line type as stated.
 8. Show all horizontal and vertical curve data, including point of curvature (PC) and point of tangency (PT) stations or radial bearing.
 9. Easements:
 - a. Easements type and size shall be clearly shown with size and tied to centerline. The easements shall be separate for water, sewer, force main, and pump stations.

- b. Existing Official Record Book (ORB) or other record information must be shown.
 - c. Easement lines shall be tied to the centerline of the main.
10. Separate profile for each segment and utility type (water, sanitary sewer, stormwater, etc.).
 11. Every utility (water, sewer, sewer laterals, water services, gas, electric, stormwater, telecommunication, duct banks, etc.) encountered and/or crossing drainage, water, or sanitary sewer facilities (whether it is a conflict or has sufficient clearances) shall be located, both horizontally and vertically. The clearance between the facilities horizontal and vertical, shall be noted. For instance, if a 2-inch gas main crosses over the top of a 6-inch potable water main, the bottom elevation of the gas main shall be noted and the top of the water main shall be noted. The difference between the two facilities will be the clearance between the two facilities. Parallel mains shall note the clearance between the outside of the mains. It shall be the Contractor's responsibility to note these crossings on a daily basis and ensure that this information is reflected on the As-Built Drawing plan set. Crossings will not require state plane coordinates.
 12. All utilities shall be stationed and all facilities labeled. Drawings shall show stations for all services. Lengths and distances for service runs shall also be given.
 13. Clearly show and label what is new and what is existing at the tie-in points.
 14. Show all outlets, stub-outs, sewer lateral, water service and any other relevant information. Identify the size, material, length, direction, and elevation (top of pipe for water, sewer, and stormwater and force mains, invert gravity sewer and stormwater mains).
 15. Elevations of natural ground or pavement over pipelines shall be shown at each position where the pipe elevation is shown at least every 100 feet.
 16. Manhole rim and valve box manhole rim elevations shall be shown.
 17. Show all invert and bottom elevations in manholes and valve vaults or boxes. Show all invert and bottom elevations together with pipe size, and where it can be determined, pipe material, for existing structures having pipes which cross the pipeline being constructed.
 18. Locations, elevations, and size of all casings shall be shown.
 19. Locations and top and bottom elevation of all sheeting, including sheeting left in place, shall be shown.

20. Provide State Plane Coordinate values for all visible features such as valves, manholes, maintenance access structures, fire hydrants, water meters, cleanouts, and backflow preventers. Also provide State Plane Coordinate values for existing valves and manholes at points of connection or closest to the point of connection and the point of connection itself.

21. Lines that are abandoned in place shall be located during construction and clearly identified (dashed and bold line type) on the drawings to include cut and plug locations and pipe material.

1.0.6. AS-BUILT CONTENT REQUIREMENTS – PAVING, GRADING, AND DRAINAGE DRAWINGS

A. Paving, grading, and drainage drawings shall include at a minimum the following, where applicable.

1. All existing and proposed utilities in the public right-of-way shall be shown on the paving, grading, and drainage plans. All utilities shall be identified and located by dimension, horizontally and by elevation, and their materials of construction shall be noted to the extent determinable without excavation.
2. Cross-section(s) and/or typical section(s) of proposed road and drainage construction, shall show dimensions, materials, and purposes of all existing (to remain) facilities as well as all proposed facilities within the right-of-way.
3. Pavement marking and signing drawings shall include sign locations.

B. All rock elevations for parking lot, roadways, and swale areas shall include at a minimum the following.

1. Rock elevations at all high and low points, and at enough intermediate points to confirm slope consistency and every 50 feet for roadways.
2. Rock elevations shall be taken at all locations where there is a finish grade elevation shown on the design plans.
3. All catch basin and manhole rim elevations shall be shown.
4. Elevations around medians will also be required.
5. Elevations shall be taken on all paved and unpaved swales prior to placement of asphalt and/or topsoil/sod, at enough intermediate points to confirm slope consistency and conformance to the plan details.

C. Retention area elevations shall be taken at the bottom of the retention area and at the top of bank. If there are contours indicated on the design plans, then they shall be as-built as well.

1.0.7. AS-BUILT SURVEY

- A. An as-built survey will be required upon completion of all construction projects that lay within City-owned properties, including, but not limited to, City rights-of-way, easements, parcels, and submerged lands, etc. All improvements, including but not limited to, landscaping will be required.
- B. As-built surveys shall be prepared in accordance with FAC Chapter 5J-17.051 and all applicable Standards of Practice.
- C. When performing as-built surveys, the surveyor and mapper shall obtain field measurements of vertical or horizontal dimensions of constructed improvements so that the constructed facility can be delineated in such a way that the location of the construction may be compared with the construction plans.
- D. As-built survey maps shall clearly show by symbols, notations, or delineations, those constructed improvements located by the survey.
- E. The vertical and horizontal accuracy of the measurements made shall be such that it may be determined whether the improvements were constructed consistent with planned locations.
- F. The Surveyor shall be responsible for the location, establishing or replacement of Vertical and Horizontal Survey Control Points.
- G. Complete topographic and boundary survey for the project shall be signed and sealed by the Florida Licensed Professional Surveyor and Mapper as part of the as-built plans. All information required of a boundary survey shall be contained on the as-built plans to include the legal description of the site, easements and rights-of-way abutting the site and location of all surface facilities recorded by a PSM. All utilities within the property shall be properly shown, along with their associated elevation and clearance.

1.0.8. CERTIFICATION

- A. All as-built drawings are to be certified to the City of Opa-Locka Public Works Department and all sheets are to be signed and sealed as previously outlined.
- B. As-builts shall include a signed, sealed, and dated certification statement by the responsible Florida Licensed Professional Surveyor and Mapper that all measurements were recorded under his direction and are accurate.
- C. Any civil drawings that are not surveyed shall also be included in the set and shall be signed and sealed by the Engineer of Record.

- D. As-builts that contain electrical, mechanical, or structural work shall also be signed and sealed by the Engineer of Record to indicate that the work was constructed as designed.
- E. It is the responsibility of the Contractor to check the as-builts for errors and omissions prior to submittal to the City and certify in writing that the as-builts are correct and accurate, including the actual location of all piping including building exposed and internal piping, electrical/signal conduits in or below the concrete floor, indicate the size, depth, and voltage in each conduit.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

PART 1 – GENERAL**1.0.1. SCOPE OF WORK**

- A. Prepare Operating and Maintenance (O & M) Manual covering all equipment and systems provided under this project.
- B. Instruct the City's personnel in the operation of equipment and maintenance provided under this project.
- C. This Section covers the services of the manufacturer's representatives and special coordinating services required of the Contractor that shall apply during construction, facilities startup, and training of the City's personnel for facilities operation.
- D. The Contractor shall inform all Subcontractors and manufacturers of the requirements herein and include the following services in his costs for the work. Where a minimum amount of time is stated in the Technical Specifications for manufacturer's services, any additional time required to perform the specified services shall be at no additional cost to the City.

1.0.2. SUBMITTALS

- A. Not later than 30 days after the start of Construction, submit for review and approval by the Engineer two copies of a preliminary draft of the O&M manual, showing the proposed format and an outline of the contents.
- B. Throughout construction, prepare O&M sections for equipment and systems when such equipment and systems, and shop drawings and technical data therefor, are approved. Within 30 days following receipt of the Engineer's approval of the final shop drawing submittal, submit, in duplicate, draft of complete O&M Manual for review and approval of Engineer.
- C. Within 30 days after receipt of Engineer's review comments, make required revisions and submit in final form two copies of the O & M Manual for final approval.
- D. The Contractor shall inform all Subcontractors and manufacturers of the requirements herein and include the following services in his costs for the work. Where a minimum amount of time is stated in the Technical Specifications for manufacturer's services, any additional time required to perform the specified services shall be at no additional cost to the City.

1.0.3. FORM, FORMAT AND SUBMITTALS CONTENTS

- A. Operating and maintenance manuals will be used for use by the City personnel in the operation and maintenance of the various systems.
- B. The City shall be furnished with one set of any special tools required for servicing for

each type of equipment actually furnished. These tools shall be provided to the Pump Station Maintenance Division.

C. Prepare data in the form of an instructional manual for use by the City personnel.

D. Format:

1. Size: 8½ in. x 11 in.
2. Paper: 20-pound minimum, white, for typed pages.
3. Text: Manufacturer's printed data or neatly typewritten.
4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Fold larger drawings to the size of the text paper.
5. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide typed description of product, and major component parts of equipment.
 - b. Provide indexed tabs.
6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
 - a. Title of Project.
 - b. Identify of separate structure as applicable.
 - c. Identity of general subject matter covered in the manual.

E. Binders

1. Commercial quality three-ring binders with durable and cleanable plastic covers.
2. Maximum ring size: As required (Minimum 1½-inches).

F. Content of Manual

1. Neatly typewritten table of contents, arranged in a systematic order.
 - a. Contractor, name of responsible principal, address and telephone number.
 - b. A list of each product required to be included, indexed to the content of the volume.

- c. List, with each product, the name, address and telephone number of:
 - 1) Subcontractor or installer.
 - 2) Maintenance Contractor, as appropriate.
 - 3) Identify the area of responsibility of each.
 - 4) Local source of supply for parts and replacement.
 - 5) Identify each product by product name and other identifying symbols as set forth in Contract Documents.

G. Product Data:

- 1. Include only those sheets which are pertinent to the specific product.
- 2. Annotate each sheet to:
 - a. Clearly identify the specific product or part Installed.
 - b. Clearly identify the data applicable in the installation.
 - c. Delete references to inapplicable information.

H. Drawings:

- 1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component part of equipment and system.
 - b. Control wiring, schematic wiring, and flow diagram.
- 2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
- 3. Do not use Project Record Documents as maintenance drawings.

I. Written text, as required to supplement product data for the particular installation:

- 1. Organize in a consistent format under separate headings for different procedures.
- 2. Provide a logical sequence of instructions for each procedure.

J. Copy of each warranty, bond and service contract issued.

- 1. Provide information sheet for City's personnel, give:

- a. Proper procedures in the event of failure.
- b. Instances which might affect the validity of warranties or bonds.

1.0.4. MANUAL FOR EQUIPMENT AND SYSTEMS

A. Content, for each unit of equipment and system, as appropriate:

1. Description of unit and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of all replaceable parts.
2. Operating Procedures:
 - a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping, shut-down, and emergency instructions.
 - c. Special operating instructions.
3. Maintenance Procedures:
 - a. Routine operations.
 - b. Guide to "trouble shooting".
 - c. Disassembly, repair, and reassembly.
 - d. Alignment, adjusting, and checking.
4. Servicing and lubrication schedule:
 - a. List of lubricants required.
5. Manufacturer's printed operating and maintenance instructions.
6. Description of sequence of operation by control manufacturer.
7. Original manufacturer's parts list, illustration, as drawings and diagrams required for maintenance.
 - a. Predicted life of parts subject to wear.

- b. Items recommended to be stocked as spare parts.
 - 8. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 - 9. Other data as required under pertinent sections of specifications.
- B. Content, for each electric and electronic system, as appropriate:
 - 1. Description of system and component parts
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and test.
 - 2. Switchgear, transformers, and motor control centers.
 - a. Coordination summary.
 - b. Relay settings.
 - c. High voltage switch instructions.
 - d. High voltage cable termination and splice instructions.
 - 3. Operating procedures:
 - a. Routine and normal operating instructions.
 - b. Special operating instructions.
 - 4. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and reassembly.
 - d. Adjust and checking.
- C. Prepare and include additional data when the need for such data becomes apparent during instruction of City's personnel.
- D. Additional requirements for operating and maintenance data: The respective sections of Specification.

1.0.5. SUBMITTAL OF MANUALS

- A. Two draft copies of the complete operating and maintenance manual shall be submitted for review by the Engineer within 30 calendar days after approval of all shop drawings. One copy will be return to the Contractor within 30 days after receipt by the Engineer.

1.0.6. POSTED OPERATING INSTRUCTIONS

- A. General: Operating instructions and diagrams shall be prepared for posting near the equipment. Posted operating instructions shall be photographic or equal non-fading reproductions framed under glass encased in non-discoloring plastic and shall be mounted in location directed. Copies of the posted operating instructions shall also use with the operating and maintenance manuals as a basis in training employees in the operation and maintenance of systems and related equipment installed.
- B. Contents: Posted operating instructions shall consist of simplified, consolidated equipment, control and power diagrams graphically representing the entire system and actual equipment installed, including concise written instructions on how to start and stop systems, what settings and conditions are to be observed and what control adjustments are to be made or maintained by the operation.

1.0.7. MANUFACTURES'S NAMEPLATES

- A. Each major component of equipment to have manufacturer's name, address, model number and rating on a plate securely affixed in a conspicuous place. Nameplate of a distributing agent will not be acceptable in lieu of manufacturer's nameplate.
- B. Nameplate shall be die-stamped, engraved, or etched to guarantee long term legibility.

1.0.8. GUARANTY/WARRANTY

- A. The Contractor shall guarantee that all new equipment has the capacity specified and that it will operate without excess noise or vibration.
- B. Contractor shall furnish a written guarantee covering all workmanship and materials for a period of one (1) year, from the date of acceptance. This shall include an agreement to repair or replace, at his expense, all defects that may appear in that time, which in the opinion of the Engineer, are due to defective workmanship or materials.
- C. Copies of factory warranties on all equipment furnished shall be submitted with the above described, written guarantee period, and included in maintenance manuals.

1.0.9. OPERATING AND MAINTENANCE RESPONSIBILITY

- A. Contractor shall provide all required service and maintenance on all equipment installed under this contract for one (1) year following final acceptance or the beginning of beneficial use by the City. The starting date of one (1) year service period shall be determined by the City. Included in the service and maintenance to be provided during this one (1) year period, shall be the following:
 - 1. All required lubrication, adjusting belt tensions, eliminating excessive noise and vibration.

2. Correcting all electrical and mechanical faults, recording all permanent installed gauge meter and temperature readings.
3. General service items, including the answering of service calls.

B. Service during construction:

1. General: Competent and experienced technical representatives shall represent the manufacturers of all equipment and systems as many days as may be necessary to resolve assembly or installation problems at the worksite which are attributable to, or associated with, the equipment furnished. This requirement applies to manufacturers of all equipment furnished, whether or not specifically set forth in the Technical Specifications.
2. Manufacturer's Certificate of Proper Installation: Where called for in the Technical Specifications, the manufacturer's representative shall provide a certificate stating that the equipment or system has been installed in accordance with the manufacturer's recommendation and has been inspected by a manufacturer's authorized representative, that it has been serviced with the proper initial lubricants, that applicable safety equipment has been properly installed, and that the proper electrical and mechanical connections have been made.

C. Functional testing assistance:

1. Where functional (or run) testing is called for on the Technical Specifications, the manufacturer's representative shall assist with the initial test, which shall include checking for proper rotation, alignment, speed, excessive vibration, and noisy operation. Initial equipment and system adjustment and calibrations shall be performed in the presence of and with the assistance of the manufacturer's representative. The previously specified Manufacturer's Certificate of Proper Installation shall include the statement that proper adjustment has been made and that the equipment or system is ready for plant startup and operation.
2. The Contractor, as applicable to the equipment furnished, shall state in writing that all necessary hydraulic structures, piping systems, and valves have been successfully tested; that all necessary equipment systems and subsystems have been checked for proper installation, started, and successfully tested to indicate that they are all operational; that the systems and subsystems are capable of performing their intended functions; and that the facilities are ready for startup and intended operation.
3. Training of Owner's Personnel:
Where called for in the specifications, the manufacturer's representative shall provide detailed instructions to the City personnel for operation and maintenance of the specified equipment. These training services shall include pre-startup

classroom and onsite equipment instruction and/or post-startup classroom and onsite equipment instruction, as stated in the specifications.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

PART 1 – GENERAL**1.0.1. SCOPE OF WORK**

- A. Where the City has obtained various permits for this Project, copies will be appended at the rear of the Specifications.
- B. The Contractor shall familiarize himself with, and comply with, all requirements of these permits and their issuing authorities. All other necessary permits shall be obtained by the Contractor.
- C. The Contractor's particular attention is called to any special conditions of the permits relating to construction procedures, excavation and backfill requirements, open trench restrictions, asphalt concrete pavement restoration, turbidity controls, and all other general and special conditions. In the event any of the conditions of the permits are in conflict with the requirements of these Specifications, the more stringent conditions of the permits shall take precedence.
- D. Any deviations from the Plans, Specifications or permits appended thereto, must first be approved by the Engineer even if approval for the change has been given by the permitting agency.
- E. The Contractor shall assume throughout the life of the Contract all obligations and responsibilities imposed on the City as permittee of the aforementioned permits. All expenses necessary for compliance with the regulations and requirements of each permitting agency and its permit shall be borne by the Contractor and shall be included in his overall bid price.
- F. The cost of any fees such as impact fees, inspection fees, etc. and the cost paid for all required permits shall be borne by the City. The Contractor shall pay the required fees, obtain the permit(s) and then upon submission of proof of cost to the City, be reimbursed for said cost out of the Permit Fee Dedicated Allowance Item. This shall apply only to required permits and fees. Permits obtained or fees paid for the advantage of the Contractor or non-required permits obtained for whatever reason shall not be reimbursed. The necessity or non-necessity of a permit or fee shall be determined by the Engineer whose word shall be final. As specified in the paragraph above, all costs of compliance with the permit(s) shall be borne by the Contractor and included in his bid price.
- G. All surveying required by the Project permits shall be done by the Contractor's Registered Professional Surveyor and Mapper (PSM) licensed to practice in the State of Florida.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION
NOT USED

END OF SECTION

PART 1 – GENERAL**1.0.1. SCOPE OF WORK**

- A. The Contractor shall be responsible for providing the Engineer with Maintenance of Traffic (M.O.T.) plans for lane closures and/or detours for approval. These M.O.T. plans shall be produced by an individual employed by the Contractor and certified as "Work Zone Traffic Safety Supervisor" by the American Traffic Safety Service Association, ATSSA.
- B. The Contractor shall be responsible for the maintenance of public streets and traffic control for the duration of the project. The cost of Traffic Control including the cost of any required off duty police officers shall be included under the appropriate bid item in the Proposal. If no bid item for this is included, said costs shall be included in other appropriate items of the bid and no extra compensation will be allowed.

1.0.2. REGULATIONS

- A. As used herein, any reference to City of Opa-Locka, or its published regulations, permits and data, shall be synonymous and interchangeable with other recognized governing bodies over areas or streets, or their departments, published regulations, permits or data. The Contractor shall abide by all applicable laws, regulations, and codes thereof pertaining to maintenance of public streets, detour of traffic, traffic control and other provisions as may be required for this project.

1.0.3. MAINTENANCE OF TRAFFIC (M.O.T.)

- A. The Contractor shall be fully responsible for the maintenance of public streets, detour of traffic (including furnishing and maintaining regulatory and informative signs along the detour route), traffic control, and other provisions throughout the Project as required by the City of Opa-Locka, Miami-Dade County Department of Transportation and Public Works (MDCDTPW) Traffic Division, Florida Department of Transportation (FDOT), or other governing agency. Traffic shall be maintained according to corresponding typical traffic control details as outlined in the MDCDTPW Manual. No street shall be completely blocked, nor blocked more than one-half at any time, keeping the other one-half open for traffic, without specific approval. Hard closures require approval from the City of Opa-Locka Transportation Department
- B. An off-duty City of Opa-Locka police officer is required. Off-Duty Office phone number is (305) 681-1033.
- C. The Contractor shall provide all barricades with warning lights, necessary arrow boards and signs, to warn motorists of the work throughout the project. Adequate approved devices shall be erected and maintained by the Contractor to detour traffic.
- D. Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic safety at all times.

- E. The Contractor shall provide necessary access to all adjacent property during construction.
- F. The Contractor shall be responsible for the provision, installation and maintenance of all traffic control and safety devices, in accordance with specifications outlined in the MDCDTPW Manual. In addition, the Contractor shall be responsible for the resetting of all traffic control and information signing removed during the construction period.
- G. Where excavations are to be made in the vicinity of signalized intersections, the Contractor is alerted that vehicle loop detectors may have been embedded in the pavement. Every effort has been made to show the approximate locations on the plans; however, the Contractor shall verify these locations by inspecting the site of the work and by contacting the Traffic Division. Any loop detector which is damaged by the Contractor, whether shown on the plans or not, shall be repaired or replaced by the Contractor, at his expense, and to the satisfaction of the Traffic Division.
- H. The Contractor shall notify the Traffic Division twenty-four (24) hours in advance of the construction date, and forty-eight (48) hours in advance of construction within any signalized intersection.**
- I. Temporary pavement will be required over all cuts in pavement areas, and also where traffic is to be routed over swale or median areas. When the temporary pavement for routing traffic is no longer necessary, it shall be removed, and the swale or median areas restored to their previous condition.
- J. Pavement markings damaged during construction shall be remarked, as required by the Traffic Division.

PART 2 – PRODUCTS

2.0.1. MAINTENANCE OF TRAFFIC PLANS

- A. For construction within the City public right-of-way, the Contractor shall submit two sets of maintenance of traffic (MOT) plans for review to the City of Opa-Locka Public Works Department and the agency having jurisdiction.
- B. MOT plans should be designed and developed by a certified MOT Specialist when normal traffic flow will be impacted causing unexpected or confusing situations in unclear travel path for motorist/pedestrians when entering non advanced warning work zones. MOT work zone traffic controls separate and protect workers, pedestrians and motorists delineating areas closed to traffic.
- C. MOT plans must be designed in accordance with the requirements of the agency having jurisdiction.
- D. MOT plans must be site-specific.
- E. MOT plans will be reviewed and approved by the agency having jurisdiction.

F. MOT plans shall be in color.

PART 3 – EXECUTION
NOT USED

END OF SECTION

DIVISION 2 – SITE WORK

02210 SITE GRADING

PART – 1 GENERAL

1.0.1. SCOPE OF WORK

- A. The Contractor shall perform grading work within the limits, elevations and grades indicated on the plans and as specified herein.

1.0.2. RELATED WORK

- A. Section 01031 “Grades, Lines and Levels”.
- B. Section 02314 “Excavation, Backfill and Fill for Structural Facility and Utility Systems”.
- C. Section 02510 “Asphaltic Concrete Pavement”.

1.0.3. QUALITY CONTROL

- A. The site shall be graded to the required elevations. Spot elevations are shown on the plans and the finished surfaces shall be uniformly sloped between these locations.
- B. Suitable excavated material shall be used in the formation of embankments. The Contractor shall provide all additional fill material required to complete the embankments.

1.0.4. EXISTING CONDITIONS

- A. Known underground, surface, and aerial utility lines and buried objects are based on best available data and indicated on the plans. Contractor shall verify all locations.

1.0.5. PROTECTION

- A. Protect trees, shrubs, and lawns and other features remaining as part of final landscaping.
- B. Protect bench marks, existing structures, fences, roads, sidewalks, paving, and curbs against damage from equipment and vehicular traffic.
- C. Protect aerial, surface, or underground utility lines or appurtenance which are to remain.

PART 2 – PRODUCTS

2.0.1. FILL

- A. Unless otherwise noted, suitable fill material shall be non-cohesive, non-plastic, granular mixture of local sand and lime rock, shall be free from vegetation, organic material or muck and shall contain not more than 8 percent material by weight which passes the No. 200 sieve. Broken concrete shall not be used in the fill. Fill material containing lime rock shall have sufficient sand to fill the voids in the lime rock, and no individual rocks or pieces of hard material that will not pass a 6-inch diameter ring shall be used in the fill; except that the upper 4-inches of all backfill or fills shall not contain any rock or hard material that will not pass a 3-inch diameter ring. All fill material shall be provided by the Contractor from any excess suitable on-site material or from off site sources, all subject to review and acceptance by the Engineer prior to use. The Contractor shall be responsible for determining the volume of material required for the site.

PART 3 – EXECUTION

3.0.1. PREPARATION

- A. Establish and identify required lines, levels, contours, and datums.
- B. Maintain benchmarks, monuments, and other reference points. Re-establish if disturbed or destroyed at no cost to the City.
- C. Before start of grading, establish the location and extent of utilities in the work areas. Notify utilities to remove and relocate lines which are in the way of construction.
- D. Maintain, protect, reroute, or extend as required existing utilities to remain which pass through the work area.

3.0.2. REMOVAL OF TOPSOIL

- A. Topsoil of horticultural value shall be stripped from areas of construction under this contract and stockpiled in area designated by Engineer. Said material shall be stockpiled separately from fill material.
- B. Do not permit topsoil to be mixed with subsoil.
- C. Do not strip topsoil when wet.
- D. Do not drive heavy equipment over stockpiled topsoil.

3.0.3. ROUGH GRADING

- A. Rough grade site to required levels, profiles, contours, and elevations ready for finish grading and surface treatment. Maintain the following:
 - 1. Sodded areas: 4 ½-inches below finished grade elevation

2. Seeded areas: 6-inches below finished grade
 3. Paved areas: 21½-inches below finished grade elevations
 4. Shrub beds: 24-inches below finished grade elevations
 5. Flower beds: 18-inches below finished grade elevations
 6. Concrete sidewalks: 6-inches below finished grade elevations
- B. Prior to placing fill material over undisturbed subsoil, scarify surface to depth of 6-inches.

3.0.4. GRADING AND COMPACTION

- A. Fill material shall be placed in lifts not to exceed 8-inches and compacted to a density of not less than 95 percent of maximum density at optimum moisture as determined by ASTM D 1557. Fill material shall be within plus or minus 2 percentage points of optimum moisture content. The minimum density acceptable at any location within the pavement subgrade shall be as specified in Section 02745 "Asphaltic Concrete Pavement".

3.0.5. FINE GRADING

- A. After structures, bases and pavements are completed and the yard piping trenches backfilled, the disturbed areas of the site shall be fine graded. All construction debris, regardless of size, shall be removed. The completed surface shall be shaped and sloped to drain away from the structures. The completed surface shall be within 0.1 foot of the elevations shown on the plans, unless otherwise accepted by the Engineer. Minor adjustments to line and grade may be required as the work progresses in order to satisfy field conditions.

3.0.6. SURPLUS MATERIAL

- A. Remove surplus materials from site.
- B. Dispose of surplus material at no cost to the City.

END OF SECTION

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. The work specified in this section consists of the removal of protruding objects as required to prepare the area of the proposed construction, and the removal and disposal of all product and debris which are not required to be salvaged or nor required to complete the construction.

1.0.2. RELATED WORK

- A. Section 02230 “Clearing and Grubbing”.
- B. Section 02314 “Excavation, Backfill and Fill for Structural Facility and Utility Systems”.

PART 2 – PRODUCTS

NOT USED

PART 3 - EXECUTION

3.0.1. REGULAR EXCAVATION

- A. Regular Excavation shall include roadway excavation and borrow excavation, as defined for each.
- B. Roadway Excavation shall consist of the excavation and the utilization or satisfactory disposal, of all materials necessary for the construction of the roadway, side ditches, etc., within the limits of the roadway right of way as show in the plans.

3.0.2. BORROW EXCAVATION

- A. Borrow Excavation shall consist of the excavation and satisfactory utilization of material from authorized borrow pits. It shall include only material that is suitable for the construction of roadway embankments or of other work of constructing embankment covered by the contract and unsuitable material in borrow areas furnished by the City, which must be excavated as determined by the Engineer, in order to obtain the suitable material.

3.0.3. LATERAL DITCH EXCAVATION

- A. Lateral ditches shall include inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right of way, as shown in the plans. Unless otherwise shown in the plans all excavation in that portion of lateral ditches beyond the limits of the roadway right of way, including the sections where dressing is required as provided in 120-11.1, shall be classified as Lateral Ditch Excavation.

3.0.4. SUBSOIL EXCAVATION

- A. Where muck, rock, clay or other material within the limits of the roadway is unsuitable in its original position, the Contractor shall excavate such material to the cross sections shown in the plans or indicated by the Engineer, and shall backfill with suitable material, which shall be shaped to conform to the required cross sections. Where the removal of plastic soils below the finished earthwork grade is required, a construction tolerance from the lines shown in the plans as the removal limits, of plus or minus 0.2 foot in depth and plus or minus six inches (each side) in width will be allowed.

3.0.5. TRENCH EXCAVATION

A. General

- 1. Design, Provide, and maintain shoring, sheeting and bracing as necessary to support the side of excavations and to prevent detrimental settlement and lateral movement of existing facilities, adjacent property, and completed work.

B. Trench Excavation Plan: Prepare Trench Excavation Plan addressing the following topics:

- 1. Details of shoring, sloping, or other provisions for worker protection from hazards of caving ground.
- 2. Design assumptions and calculations.
- 3. Methods and sequencing of installing excavation support.
- 4. Proposed locations of stockpiled excavated material.
- 5. Minimum lateral distance from the crest of slopes for vehicles and stockpiled excavated materials.
- 6. Anticipated difficulties and proposed resolutions.

C. Removal of Excavation Support

- 1. Remove excavation support in a manner that will maintain support as excavation is backfilled or leave voids of backfill.
- 2. Do not begin to remove excavation support until support can be removed without damage to existing facilities, completed work, or adjacent property.

D. Trenches

- 1. For trench exceeding 5 feet in depth, provide adequate safety system meeting requirements of applicable state and local construction safety order, and federal requirements.

3.0.6. DEWATERING SYSTEMS

- A. Any water which accumulates in the excavations for structures shall be removed promptly by means satisfactory to the Engineer of Record in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Pumps and engines for dewatering systems shall be operated with mufflers and at a minimum noise level suitable to a residential area. The Contractor shall be responsible for any nuisance created due to the disposal of the water from his drainage system.
- B. Where applicable, the Contractor shall be required to obtain all necessary permits approving the location and proposed method of disposal before discharging water from any excavation into any portion of the public right-of-way or into any existing drainage structure or facility.

3.0.7. STOCKPILING EXCAVATED MATERIAL

- C. Stockpile excavated material that is suitable for use as fill or backfill until material is needed.
- D. Post signs indicating proposed use of material stockpiled. Post signs that are readable from all directions of approach to each stockpile. Signs should be clearly worded and readable by equipment operators from their normal seated position.
- E. Confine stockpiles to within easements, right-of-way, and approved work areas. Do not obstruct road or streets.
- F. Do not stockpile excavated material adjacent to trenches and other excavations unless excavation side-slopes and excavation support systems are designed, constructed, and maintained for stockpile loads.
- G. Do not stockpile excavated materials near or over existing facilities, adjacent property, or completed work, if weight of stockpiled material could induce excessive settlement.
- H. Disposal of Spoil

3.0.8. DISPOSAL OF SURPLUS AND UNSUITABLE MATERIAL

- A. Ownership of Excavated Materials
 - 1. Owner of all suitable excavated material shall remain in the City until the final job requirements for fill or backfill materials have been fulfilled. Unless otherwise provided by the plans or special provisions, any surplus materials then remaining and not needed for job requirements shall become the property of the Contractor and are to be disposed of by him/her, outside the right of way, to the satisfaction of the Engineer.
 - 2. In urban or other areas where temporary storage of apparent excess suitable materials within the right of way may be impracticable, the Contractor may stockpile the materials outside the right of way in areas provided by him/her. Until stock materials are needed in the job or are declared surplus. With the written approval of the Engineer, the Contractor may dispose of such apparent excess

material with the stipulation that he shall replace any portion of the disposed material required to fulfill the actual job requirements, with equally suitable material, at his own expenses.

3. No extra compensation will be allowed for any re-handling involved under the provisions of this Sub-article.
- B. General Requirements for Disposal: Excavated muck or other materials unsuitable for the roadway construction shall be disposed of as shown in the plans or, if the plans do not indicate the disposal, the materials shall become the property of the Contractor and shall be disposed of by him/her outside the right of way.
- C. Disposal of Muck on Side Slopes: As an exception to the provisions of 120-5.2 when approved by the Engineer, in rural undeveloped areas muck (A-8 material) may be placed on the slopes, or may be stored alongside the roadway, provided there shall be a clear distance of at least six feet between the roadway grading limits and the muck, and the muck shall be so dressed as to present a reasonably neat appearance. In addition, disposal of this material by placing on the slopes may also be permitted in developed areas where, in the opinion of the Engineer, this will result in an esthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where muck or other unsuitable material is permitted to be disposed of inside the right of way limits, such material shall not be placed such as to impede the inflow or outfall of any channel or of side ditches. The Engineer shall determine the limits adjacent to channels within which such materials shall not be placed.
- D. Disposal of Paving Materials: Unless otherwise indicated in the plans, paving materials excavated in the removal of existing pavements, such as paving brick, asphalt block, concrete slab, lime-rock, sidewalk, curb and gutter, etc., shall become the property of the Contractor and shall be disposed of by him/her outside the right of way. If the materials are to remain the property of the City, they shall be placed in neat piles as directed.
- E. Disposal Areas: Where the plans or specifications require the Contractor to dispose of excavated materials outside the right of way, and the disposal area is not indicated in the contract documents, the Contractor shall furnish the disposal area without additional compensation. Areas provided by the Contractor for disposal of removed paving materials shall be out of sight of the project and at least 300 feet from the nearest roadway right of way line of any State-maintained road. The 300-foot limitation will not apply, however, if the materials are buried.

1.0.10 USE OF PUBLIC STREETS

- A. Ownership of use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other traffic. Any earth or other excavated material spilled from trucks shall immediately be removed by the Contractor and the streets cleaned to the satisfaction of the governing authority.
- B. The City has not made any attempt to define the equipment to be used in transporting the excavated material since this may vary, however, the Contractor shall abide by the following general requirements:

1. Transport vehicles must be of the type(s) approved for this application by the political jurisdictions involved. General requirements are that the vehicles have watertight bodies that they be properly equipped and fitted with seals and covers to prohibit material spillage or draining, and that they be cleaned as often as is necessary to prevent deposit of material on roadways. Vehicles must be loaded within all legal weight limits and operated safely within all traffic and speed regulations.
2. Access to businesses, schools and homes along the route of the work must be provided by the Contractor at all times.
3. Where traffic will pass over backfilled trenches before they are paved, the top of the trench shall be maintained with temporary asphalt that will allow normal vehicular traffic to pass over.

END OF SECTION

PART 1 – GENERAL**1.0.1. SCOPE OF WORK**

- A. Unless otherwise shown in the plans, Standard Clearing and Grubbing shall be done within the following areas:
1. All areas where excavation is to be done, including borrow pits, lateral ditches, right of way ditches, etc.
 2. All areas where roadway embankments will be constructed.
 3. All areas where structures will be constructed, including pipe culverts and other pipelines.
 4. Any other areas specifically called for on the plans to be cleared and grubbed.

1.0.2. DEFINITIONS

- A. Clearing shall consist of the cutting, removal and satisfactory disposal of all trees, stumps, brush, shrubs, rubbish and any other objectional material within the designated areas.
- B. Grubbing shall consist of the removal and disposal of all stumps larger than 1-1/2 inches in diameter and other objectional material to a depth of at least 12 inches below the ground surface.

1.0.3. QUALITY ASSURANCE

- A. In the course of the work, it may become to remove trees if they interfere with the work. Dade County and various municipalities have ordinances regulating the removal, relocation and pruning of trees in the public right-of-way, these ordinances shall be strictly adhered to. The Contractor shall obtain a permit from Dade County and/or other regulatory agencies having jurisdiction over the work area before removing, relocating and/or pruning any tree. The Contractor shall comply with all requirements and conditions of the permit.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION**3.0.1. CLEARING AND GRUBBING**

- A. The Contractor shall remove and replace, where required all existing shrubbery, trees, grass, sprinklers, fences, signs, mailboxes, structures, roadways, sidewalks, curbs and similar items or structures in the way of all excavation necessary for the construction of the project.
- B. Where pavements or sidewalks are cut, they shall be cut by means of a mechanical pavement saw to form true and straight edges. Where such cutting is for the purpose of pipeline installation, saw cutting shall be either parallel or at right angles with the centerline of the pipe.
- C. To protect himself from being held liable for any existing damaged pavement, including detour routes, the Contractor is advised to notify in writing the authority having jurisdiction, prior to proceeding with any work in the vicinity.

3.0.2. DEPTHS OF REMOVAL OF ROOTS, STUMPS AND OTHER DEBRIS

- A. In all areas where excavation is to be done and where the excavated material is to be used in the construction of roadway embankment or roadway base or pavement; also in all areas where roadway embankment will be constructed; roots and other debris shall be removed to a depth of at least one foot below the ground surface. The surface shall then be plowed to a depth of at least six inches and all roots thereby exposed shall be removed to a depth of at least one foot. All stumps within the roadway right of way shall be completely removed and disposed of by the Contractor.
- B. Where excavation is done within the roadway area and where excavation for structures is done, all roots, etc., protruding through or appearing on the surface of the completed excavation shall be removed to a depth of at least one foot below the excavation surface.
- C. In borrow pits, material pits and lateral ditches, all stumps, roots, etc., protruding through or appearing on the surface of the completed excavation shall be removed or cut off below the finished excavation surface.
- D. In borrow and material pits no clearing or grubbing shall be done to within three feet inside the right of way line.
- E. Within all other areas where Standard Clearing and Grubbing is to be done, roots and other debris, projecting through or appearing on the surface of the original ground, shall be removed to a depth of one foot below the surface, but no plowing and harrowing will be required in these areas.

3.0.3. TREES TO REMAIN

- A. As an exception to the above provisions, where so directed by the Engineer, desirable trees within the roadway and project site area shall be trimmed, protected and left standing. Branches of trees extending over the area occupied by the roadway shall be trimmed as directed, to give a clear height of 16 feet above the roadway.

3.0.4. BOULDERS

- A. Any boulders encountered in the roadway excavation, or found on the surface of the ground, shall be removed and placed in neat piles inside the right of way and adjacent to the right of way line.

3.0.5. SELECTIVE CLEARING AND RUBBING

- A. Selective Clearing and Grubbing shall consist of removing and disposing of all vegetation, obstructions, etc., as provided above except that, where the Contractor selects roots, etc., may be cut off flush with the ground surface. Stumps shall be completely removed and disposed of by the Contractor. Undergrowth shall be entirely removed except in specific areas designated by the Engineer to remain for aesthetic purposes. Desirable trees shall be trimmed, protected and left standing, with the exception of such trees as the Engineer may designate to be removed in order to facilitate right of way maintenance. Undesirable or damage trees (as so designated by the Engineer), shall be removed. Selective Clearing and Grubbing shall be done only in areas so designated in the plans.

3.0.6. PROTECTION OF ADJACENT AREAS

- A. The Contractor shall protect areas shown on the drawings or designated by the Engineer of Record to remain protected from damage by construction operations by erecting suitable barriers of other acceptable means.
- B. Property obstructions which are to remain in place, such as buildings, sewers, drains, water or gas pipes, conduits, poles, walls, posts, bridges, etc., are to be carefully protected from damage and are not to be displaced.

3.0.7. DISPOSAL

- A. All roots, vegetation and other refuse removed from the site during clearing and/or grubbing operations shall be legally disposed of by the Contractor. Where required, the Contractor shall obtain a permit from Miami-Dade County and/or other regulatory agencies having jurisdiction over the work area before burning any material on the site.

END OF SECTION

02314 EXCAVATION, BACKFILL AND FILL FOR STRUCTURAL FACILITY AND UTILITY SYSTEMS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. The work included under this Section consists of furnishing material and equipment, and performing all labor necessary for excavating, backfilling, filling and compaction of areas to be occupied by facilities or utility systems to be constructed.
- B. Plan For Excavation: Prior to commencing the excavation, the Contractor shall submit a plan of his proposed operations to the Engineer of Record for approval. The Contractor shall consider, and his plan for excavation shall reflect, existing utilities that are to remain, the equipment and methods to be employed in the excavation.

1.0.2. QUALITY ASSURANCE

- A. All excavations shall conform with South Florida Building Codes, the State of Florida Trench Safety Act, OSHA requirements and the provisions herein. Excavations shall be executed in accordance with all applicable requirements of Section 01016, including notification of Sunshine State One-Call Center (1-800-432-4770) 48 hours prior to any excavation.
- B. Work shall be performed in accordance with Contract Documents, Drawings, and/or Miami Dade County's Specifications and Standard Details, in a neat and accurate manner. It is the intent of the City to obtain a complete and working installation according to these Specifications, and any items of labor, equipment, or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the project plans or stated herein.
- C. Asphalt Acceptance Standards: The following minimum defects identified by the City or designee must be covered by warranty (but not limited to):
 - 1. Sunken pavement patches greater than or equal to one-quarter ($\frac{1}{4}$) inch (measured by a twelve (12) foot straight edge).
 - 2. Surface raveling or oxidation due to deficiencies with the asphalt material.
 - 3. Poor workmanship.
 - 4. Inadequate compaction per Standards and Specifications.

PART 2 – PRODUCTS

2.0.1. BACKFILL MATERIAL

- A. Except where a 1:10 cement/sand or flowable fill concrete mix is required, granular soil backfill materials shall be utilized. Suitable backfill material shall be clean, shall not be expansive nor have high organic content, shall be free of clay, marl, unstable materials, debris, lumps and clods, and shall meet the following requirements.
 - 1. Maximum Liquid Limit shall not exceed 12 as determined by ASTM D4318.
 - 2. Maximum Plasticity Index shall not exceed 35 as determined by ASTM D4318.
 - 3. Not more than 10 percent of weight shall be finer than 74-micron (No. 200) U.S. Standard Sieve.
- B. Backfill material containing limerock shall have sufficient sand to fill the voids in the limerock. No stones or rocks larger than 6-inches in diameter will be permitted in any backfill.
- C. Debris, broken paving, or broken concrete shall not be used.
- D. Material for backfill may be material resulting from excavation, only if it meets the above mentioned requirements, or if suitable in the opinion of the City or designee. If sufficient suitable backfill material, including select backfill material, is not available from the site, additional material shall be furnished.

2.0.2. SELECT BACKFILL

- A. Select backfill material specified herein shall meet all the general requirements for backfill material set forth in 2.01, and in addition, shall be free of any rocks or stones larger than 2 inches in diameter. Select backfill material may be material resulting from trench excavation, if suitable in the opinion of the City or designee, carefully selected to comply with these requirements.
 - 1. Trenches remaining open to facilitate the repair of existing underground utilities damaged by the Contractor during excavation shall not be deemed a portion of the allowable 600 feet of open trench, unless otherwise decided by the Engineer, at his discretion.
 - 2. **Backfilling and compaction shall be kept up with the rate of pipe laying. Backfill consisting of the specified material shall be placed and properly compacted, to the degree specified hereinafter. Unless otherwise ordered or approved by the Engineer, in writing, no temporary fill, refill, or uncompacted fill shall be installed. Under no circumstances shall backfill material other than that specified or an approved equal be installed. Backfill shall be placed and compacted immediately after installation of piping.**
 - 3. Where existing paving is damaged or removed, temporary paving, as specified hereinafter shall be placed the same day as the ditch backfill and compaction and

it shall be replaced with permanent paving within thirty (30) days, to the limits shown in the City's Standard Details or directed by the Engineer.

4. Backfilling and compaction of trenches will not be allowed until the work has been inspected by the Engineer, and the Engineer indicates that backfilling and compaction may proceed. Any work covered up or concealed without the knowledge or consent of the Engineer may be required to be uncovered or exposed at no cost to the City.
5. The Contractor shall backfill and compact all trenches and other excavations made in the process of installing the pipe. The cost of all backfilling and compaction shall be included in the price bid under the various Items. The Contractor shall maintain the surface of the backfill free from major irregularities and potholes. Backfill to a point at least one (1) foot above the pipe shall be select backfill material not exceeding two (2) inches in diameter. Above this point, backfill shall be of material not exceeding six (6) inches in diameter.
6. Backfilling and compacting of material under and around the pipe and to one (1) foot above the crown shall be in layers not exceeding six (6) inches in thickness. Each layer shall be thoroughly compacted to at least 98 percent of maximum density as determined by AASHTO Standard No T-180-74, "Moisture-Density Relations of Soils using a 10-lb. (4.54 Kg.) Rammer and an 18 in. (457 mm) Drop." The material in the ditch may be compacted by either hand tamper or a mechanized power tamper, provided the results obtained meet the continued approval of the Engineer.
7. Backfilling and compacting of material lying above a point one (1) foot above the crown of the pipe and below the pavement base or the surface of the ground if out of pavement shall be accomplished in layers not exceeding six (6) inches in thickness. Each layer shall be thoroughly compacted with a powered hand tamper or a mechanized power tamper to at least 98 percent of maximum density as determined by AASHTO Specification T-180-74 or such greater density as may be required by the governing authority over the area in which the work is performed.
8. A testing laboratory, designated by the City, will make periodic field tests to determine the density being obtained in each lift, or layer, of the backfill. The City will pay the cost for each test that indicates that the density obtained in the backfill meets or exceeds the specified percentage. Contractor shall pay the cost for each test that indicates that the density obtained in the backfill is insufficient and does not meet the specified percentage. When compacted backfill fails to meet the specified percentage of maximum density as shown by test results, it shall be reworked and recompacted in a manner approved by the Engineer, and then retested. The reworking, recompacting and retesting of the backfill shall be repeated as many times as may be necessary to obtain compacted backfill with density meeting or exceeding the specified percentage as indicated by test results. The Contractor shall exercise proper care to ensure that no pipe will be broken or displaced through the use of the type of mechanical compacting equipment he selects. Water shall be added as required to obtain optimum moisture to facilitate compaction, but ponding or inundation of backfill will not be permitted. These ponding limitations shall not prohibit backfill in a wet trench up to the level of the

natural water table if the "Alternate Method of Construction" is utilized. See Section 02220 "Excavation – General".

9. Backfill and compaction shall be kept up with the rate of pipe laying. The backfill up to the springline of the pipe shall be placed and compacted as soon as practical after the laying of the pipe.
10. On parts of the line where ground water level may be high enough to float the pipe, the placing of the backfill and the rate of pumping the trench shall be so controlled as to prevent the pipe from floating or moving from the line and grade shown on the Plans.
11. In the event that sufficient suitable material is not available at any point to properly backfill the trench, the Contractor shall transport suitable material from points of the line where such material is available or shall otherwise furnish suitable material at no additional cost to the City.
12. Suitable material in excess of all backfill requirements shall be removed from the work and disposed of by the Contractor. The cost for removal shall be included in the overall Project cost bid.
13. Where cuts have been made through unpaved, stabilized rock roadways, driveways and parkways, surface restoration shall consist of 3 inches of compacted limerock overlaid by 3 inches of gravel or graded and washed rock with a maximum diameter of 1/2-inch except as otherwise directed by the Engineer. The rock shall be installed over the entire width of the disturbed area and shall closely match the existing rock at each location. Several grades of rock may be required to attain this end, but it is not anticipated that more than one grade will have to be used at any one location. The cost for replacement of gravel or rock stabilized driveways and roadways shall be included in the overall Project cost bid unless a specific Bid Item is established in the Quotation.
14. Backfill material shall consist of the suitable excavated material being stored for this purpose. Backfill material placed within one (1) foot of piping and appurtenances shall not contain any stones or rocks larger than two (2) inches in diameter, and no stones or rocks larger than 6 inches in diameter will be permitted in any backfill. Backfill material containing mangrove muck or other unsuitable materials shall not be used.
15. During the backfilling operation, care shall be taken to preserve the alignment and gradient of the installed pipe.

2.0.3. SUITABLE BACKFILL

- A. Suitable backfill material shall be clean and free from all organic material, clay, marl or unstable materials, debris, lumps, broken paving, or other deleterious material. No rocks or stones larger than 3½ inches in diameter shall be allowed in any suitable backfill. Material for backfill may be material resulting from excavation, if suitable in the opinion of the City or designee.

2.0.4. STRUCTURAL FILL

- A. Structural fill shall consist of an inorganic, non-plastic, granular soil containing less than 10% material passing the No. 200 mesh sieve (relatively clean sand or crushed limerock with a 2 inches max. particle size) with a Unified Soil Classification of GP, GW, SP, SPGM, SW-SM or SP-SM.

2.0.5. UNSUITABLE FILL AND BACKFILL MATERIAL

- A. Unsuitable fill and unsuitable backfill material shall be all material not meeting the definition of Structural Fill, Suitable Backfill, or Select Fill and cannot be amended or blended in the field to meet the standard of one of these fills. Unsuitable Fill material may contain deleterious material including but are not limited to: cherty or other extremely hard pieces, lumps, balls or pockets of sand or clay size material, organic matter, muck, loose sand, loose free shells, corals or skeletal remain of other marine invertebrates retained on the No. 4 sieve, or water sensitive clay minerals.

2.0.6. BEDDING MATERIAL

- A. Bedding may be select backfill material, as specified above, if approved by the City or designee.
- B. No. 57 stone may be used for bedding of piping (except for copper pipe) and/or manholes as shown on the Standard Details.
- C. Sand for bedding shall be dry screened. Sand shall be graded sand with 100% passing a $\frac{3}{8}$ inch sieve and not more than 5% passing a No. 200 sieve.
- D. Limerock screenings, sand or other fine material shall not be used for bedding.
- E. All pipe bedding material shall be new, unless otherwise approved by the City or designee. Existing pipe bedding material may not be used.

2.0.7. NO 57. STONE

- G. No 57 stone shall be crushed stone (or drain field limerock). Crushed stone shall consist of hard, durable, sub-angular particles of proper size and gradation, and shall be free from organic material, wood, trash, sand, loam, clay, excess fines, and other deleterious materials. The stone shall conform to the requirements of ASTM C 33, Size No. 57 (3/4- inch rock) and be graded within the following limits:

<u>Sieve size</u>	<u>Percent Finer by Weight</u>
1-½ inch	100
1 inch	95 to 100
½ inch	25 to 60
No. 4	0 to 10

No. 8

0 to 5

2.0.8. BALLAST ROCK

- A. Ballast rock shall be composed of hard, durable, sound pieces having a specific gravity of not less than 2.65. It shall be crushed rock conforming to the following gradation:

<u>Sieve size</u>	<u>Percent Finer by Weight</u>
1-1/2 inch	100
3/4 inch	30 to 75
1/2 inch	15 to 55
1/4 inch	0 to 5
No. 8	0 to 5

2.0.9. STEEL – SHEET PILING

- A. Steel sheet piling shall conform to the requirements of ASTM A572 "High-Strength Low-Alloy Columbium-Vanadium Steels of Structural Quality," (AASHTO No. M223) or ASTM A328 "Steel Sheet Piling."
- B. The Contractor will be responsible for design and selection. Structural plans for the sheet steel piling installation and the calculations for the required Section Modulus and the Sheet Piling Designation shall be prepared by a registered professional engineer licensed to practice in the State of Florida. Sealed plans shall be submitted to the Engineer for approval prior to installation of the piling system.
- C. Structural steel shall meet the requirements of ASTM A36 "Structural Steel."
- D. Whenever shoring is required, locate the system to clear permanent construction and to permit forming and finishing of concrete surfaces. Provide shoring system adequately anchored and braced to resist earth and hydrostatic pressures. Shoring system adequately anchored and braced to resist earth on which the support or stability of existing structures is dependent must be left in place at completion of work. Maintain bracing until structural elements are supported by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.

PART 3 – EXECUTION

3.0.1. PREPARATION

- A. The Contractor shall remove and replace, where required, all existing shrubbery, trees, grass, sprinklers, fences, signs, mail boxes, guard rails, structures, roadways, sidewalks, curbs and similar items or structures in the way of the main and shall make all excavation necessary for the construction of the main, to the lines and grades shown on the Plans. Weeded areas shall be restored as specified in Section 02900 "Landscaping", Care of Trees, Shrubs and Grass. Where pavements or sidewalks are cut, they shall be cut by means of a mechanical pavement saw to form true and straight edges which shall in general be either parallel or at right angles with the centerline of the gravity main. Unless specific bid items are provided in the Quotation form, the cost of removing and replacing any plantings or existing structures shall be included in the

price bid. In order to protect himself from being held liable for any existing damaged pavement, including detour routes, the Contractor is advised to notify in writing the authority having jurisdiction over the street where such defective pavement exists prior to proceeding with any work in the vicinity. A copy of all such notices shall be forwarded to the Engineer.

- B. Clearing: The construction site shall be cleared of all obstructions and vegetation, including large roots and undergrowth, within 5 feet of the lines of excavation, in accordance with Section 02230 "Clearing and Grubbing". All debris created by this clearing operation shall be hauled from the site and disposed of by the Contractor.
 - 1. All cleared materials shall be promptly removed from the work area and disposed of in an area provided by the Contractor, at no additional cost to the City. Accumulation of debris or stockpiling along the route of the work will not be allowed.
- C. Removals: Complete all removals within the lines of excavation prior to beginning excavation. Where required, all existing shrubbery, trees, grass, sprinklers, fences, signs, mailboxes, structures, sidewalks, curbs, utility poles, or structures subject to damage resulting from the excavation should be transplanted, relocated, braced, shored, or otherwise protected and preserved.

3.0.2. EXCAVATION

- A. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the dimensions and depths shown on the approved plans, but in all cases as required for construction, and as specified herein. All excavations shall be made by open cut. All existing utilities such as pipes, poles, and structures shall be carefully located, supported, and protected from injury; in case of damage, they shall be restored at the Contractor's expense.
- B. When the walls of the excavations are to be kept vertical and in order to protect the safety of workmen, the general public, this or other work or structures, or excavation walls, or pipe installation including materials encountered in the excavation which have a tendency to slough or flow into the excavation, undermine the banks, weaken the overlying strata, or are otherwise rendered unstable by the excavation operation shall be retained by steel sheeting, stabilization, grouting or approved methods. Said methods shall comply with the Trench Safety Act (TSA). Sheeting and shoring or other approved method shall be designed by a Professional Engineer licensed to practice in the State of Florida.
- C. For structures, the Contractor shall maintain the bottom of the excavation firm and dry and maintain an elevation of the water one (1) foot below the concrete to be placed, by use of pumps, tremie or other acceptable method.
- D. Pipe trench excavation shall be in accordance with the appropriate Standard Detail in the Miami-Dade County Public Works Manual

- E. The Contractor shall excavate pipe trenches to a minimum of 6 inches below the outside bottom of the proposed pipe barrel to provide for the installation of the bedding material.
- F. Not more than 100 feet of trench shall be opened ahead of pipe laying operations at one time unless a greater length of open trench is approved by the Engineer.
- G. If, in the opinion of the Engineer, the soil at that depth is unsatisfactory as foundation material because it contains marl, muck, organic matter, or other unsuitable material, the excavation shall be continued two (2) feet deeper, except if a suitable foundation material is exposed at a lesser depth, further excavation will not be required. The cost of this extra excavation, and backfilling with select backfill material, shall be included in the price for pipe laying and no additional payment will be made for this work.
- H. If the soil is still unsuitable after the additional excavation as prescribed above, and the Engineer authorizes "Overcut," the trench bottom shall be excavated further in one (1) foot increments and paid for as "Trench Overcut." See below 3.0.6. "Trench Overcut."
- I. Trench widths, when measured at a point 12 inches above the top of the pipe, shall provide a 12-inch maximum clearance on each side, between the outside of the pipe barrel and the face of the excavation, or sheeting if used. Minimum trench width shall provide at least 6-inch clearance on each side, between the outside of the pipe barrel and the face of the excavation, or sheeting if used.

For excavations five (5) feet deep or less, sheeting and shoring shall be installed where necessary to control trench width, protect the workmen and the general public, and prevent damage to this or adjacent work, or structures. When an excavation is in excess of five (5) feet deep, the Contractor shall comply with the provisions of Florida Statutes Chapter 553, Part III, "Trench Safety Act." Method(s) of compliance used shall protect the workmen and the general public, prevent damage to this or adjacent work, structures, utilities, pavements, sidewalks, curbs, gutters and similar improvements both public and private, and provide for proper maintenance of traffic. The trench width may vary to accomplish this and to comply with the provisions of Florida Statutes Chapter 553, Part III, "Trench Safety Act," but only from a point one (1) foot above the top of the pipe.

- J. For trench exceeding 5 feet in depth, provide adequate safety system meeting requirements of applicable Local, State, and Federal requirements.
- K. In areas where trench widths are not limited by right-of-way or easement widths, property line restrictions, existing adjacent improvements including pavements, structures, and other utilities, and maintenance of traffic, the trench sides may be sloped to a suitable angle of repose of the excavated material.
- L. In areas where trench widths are not limited by site constraints the trench sides may be sloped to a stable angle of repose of the excavated material but only from a point one foot above the crown of the pipe. A substantially and safely constructed movable shield, "box" or "mule" may be used in place of sheeting when the trench is opened

immediately ahead of the shield and closed immediately behind the shield as pipe laying proceeds inside the shield.

- M. Ladders or steps shall be provided for and used by workmen to enter and leave trenches.
- N. Excavated material shall be stored and disposed of in such a manner that they will not interfere unduly with traffic on public streets and sidewalks. In congested areas, such materials, cannot be stored adjacent to the trench nor used immediately as backfill, shall be removed to convenient places of storage. If any material is creating a public hazard or other unsafe condition, it shall be removed immediately to a storage area.
- O. Materials suitable for use as backfill be hauled to and used in areas where not enough suitable material is available from the excavation. Suitable material in excess of backfill requirements shall be used on the site as directed by the City or designee, or removed at the Contractor's expense. Any pockets of organic matter, concrete or other unsuitable material encountered in excavating shall be removed and replaced with material satisfactory to the City.
- P. The excavation of walls for forms will not be permitted.
- Q. The trench wall shall be kept at a stable angle of repose to maintain trench widths within the limits hereinafter specified or shown on the Plans.
- R. The trench, when in rock, shall be excavated to a width within the limits of the top of the pipe and the trench bottom so as to provide a clearance on each side of the pipe barrel, measured to the face of the excavation, of 12 inches. Rock or removal in the excavation shall be considered a part of the excavation and as such no additional payment shall be made therefore. Where excavation is in silt, the width of trench bottom shall be pipe O.D. plus two (2) feet with the trench walls being kept at a stable angle of repose. All pipe trenches shall be excavated to a level at least 12 inches below the outside bottom of the proposed pipe barrel.
- S. Where wood sheeting or certain designs of steel sheeting are used, the City may require that the sheeting be cut off at a level two (2) feet above the top of the installed pipe and that portion below that level be left in place. If ordered left in place, sheeting and shoring shall be paid for under the appropriate Quotation Item.
- T. If interlocking steel sheeting is used, the City may permit its complete removal in lieu of the cut-off, providing removal can be accomplished without disturbing the bedding, pipe or pipe alignment. Any damage to the pipe bedding, pipe or pipe alignment shall be cause for rejection of the affected portion of the work.
- U. A substantially and safely constructed moveable shield or box, as approved by the Engineer, may be used in place of sheeting when the trench is opened immediately behind the shield as pipe laying proceeds inside the shield. All construction in conjunction with using such a shield must be as approved by the Engineer, including excavation, installation of pipe and backfilling and compaction.

- V. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the dimensions and depth shown on the Plans, or as directed by the Engineer. All excavations shall be made by open cut. Any existing utilities such as pipes, cables, etc., shall be carefully supported and protected from damage, and in case of damage, they shall be restored at no cost to the City.
- W. Excavation for other piping and appurtenances shall be sufficient to leave at least 12 inches clear between their outer surfaces and the embankment or sheeting that may be used to protect them.
- X. Provide excavation support as necessary to support sides of excavations and prevent detrimental settlement and lateral movement of existing facilities, adjacent property, and completed Work.
- Y. Remove excavation support in a manner that will maintain support as excavation is backfilled or leave voids of backfill. Do not begin to remove excavation support until support can be removed without damage to existing facilities, completed Work, or adjacent property.
- Z. Materials removed from the trenches shall be stored and disposed of in such a manner that they will not interfere unduly with traffic on public streets and sidewalks and they shall not be placed on private property. In congested areas, such materials as cannot be stored adjacent to the trench or used immediately as backfill shall be removed to convenient places of storage. If any material is creating a public hazard or other unsafe condition, in the opinion of the Engineer, it shall be removed immediately by the Contractor to a storage area.
- AA. The Contractor shall temporarily store excavated material suitable for backfill in full compliance with the provisions of the permits. All mud, silt, debris and other material unsuitable for backfilling the trench shall be removed and legally disposed of offsite by the Contractor. The Contractor shall make his own arrangements regarding stock piling of excavated suitable material and storage and assembly space to properly and safely carry out the construction. Any agreements entered into by the Contractor and property owners shall hold the City harmless. Storage of excavated material shall not cause environmental problems and shall be performed at no additional cost to the City.
- BB. Excavation for structures:
 - 1. Clear, as stated above, all existing items or structures in the way of the proposed pipeline or structures and excavate as necessary to the depths and dimensions shown on the plans, but in all cases as necessary for satisfactory installation.
 - 2. Where pavements or sidewalks are cut, they shall be cut by means of a mechanical pavement saw to form true and straight edges which shall, in general, be either parallel or at right angles.
 - 3. In order to protect himself from being held liable for any existing damaged pavement, including detour routes, the Contractor is advised to notify in writing the authority having jurisdiction over the street where such defective pavement exists

prior to proceeding with any work in the vicinity. A copy of all such notices shall be forwarded to the City.

4. Where interlocking steel sheeting is used, the City may require that the sheeting be cut off at a level two (2) feet above the top of the installed pipe and that portion below the level be left in place.
5. Excavation for manholes and other piping appurtenances shall be sufficient to leave at least two (2) feet clear between their outer surfaces and the embankment or sheeting.
6. If, in the opinion of the Engineer of Record or the City, the soil at that depth is unsatisfactory as foundation material because it contains marl, muck, organic matter, or other unsuitable material, the excavation shall be continued two (2) feet deeper, except if a suitable foundation material is exposed at a lesser depth, further excavation will not be required.
7. When the pipe to be installed in a trench requires the pipe installers to work under and around the pipe, the Contractor may request the City that he be allowed to exceed the 12" maximum clearance, specifying the clear distance desired.
8. The ends of existing mains shall be temporarily capped or plugged to keep them clean and the ends of all mains shall be temporarily anchored to keep the joints from blowing apart from internal pressure until the new mains can be reconnected to them.
9. In addition to specific construction methods specified, the general requirements in subsequent subsections, below, shall apply to the work of this project.

3.0.3. TRENCH STABILIZATION

- A. No claim for extras or additional payment will be considered for cost incurred in the stabilization of trench bottoms which are rendered soft or unstable as a result of construction methods, such as improper or inadequate sheeting, or other causes. In no event shall pipe be installed when such conditions exist and the Contractor shall correct such conditions so as to provide proper bedding or foundations for the proposed installation at no additional cost to the City.

3.0.4. SHEETING AND SHORING

- A. Contractor shall be solely responsible for the design, installation, and maintenance of shoring, sheeting, and bracing as necessary to support the sides of excavations and to prevent detrimental settlement and lateral movement of existing facilities, adjacent property, and completed Work. Design of shoring or other excavation support shall be provided by a Professional Engineer licensed in the State of Florida. Prior to trench excavation, a Trench Excavation Plan shall be prepared and shall address the following topics.

1. Details of shoring, sloping, or other provisions for worker protection from hazards of caving ground.
 2. Design assumptions and calculations.
 3. Methods and sequencing of installing excavation support.
 4. Proposed locations of stockpiled excavated material.
 5. Minimum lateral distance from the crest of slopes for vehicles and stockpiled excavated materials.
 6. Anticipated difficulties and proposed resolutions
- B. Sheet piling and shoring shall be installed where necessary to control trench width, protect the workmen and the general public, and prevent damage to this or adjacent work, or structures.
- C. For excavations five (5) feet deep or less, sheet piling and shoring shall be installed where necessary to control trench width, protect the workmen and the general public, and prevent damage to this or adjacent work, or structures. When an excavation is in excess of five (5) feet deep, the Contractor shall comply with the provisions of Florida Statutes Chapter 553, Part III, "Trench Safety Act." Method(s) of compliance used shall protect the workmen and the general public, prevent damage to this or adjacent work, structures, utilities, pavements, sidewalks, curbs, gutters and similar improvements both public and private, and provide for proper maintenance of traffic. The trench width may vary to accomplish this and to comply with the provisions of Florida Statutes Chapter 553, Part III, "Trench Safety Act," but only from a point one (1) foot above the top of the pipe.
- D. Trench widths, when measured at a point 12 inches above the top of the pipe, shall provide a 12-inch maximum clearance on each side, between the outside of the pipe barrel and the face of the excavation, or sheet piling if used. Minimum trench width shall provide at least 6-inches clearance on each side, between the outside of the pipe barrel and the face of the excavation, or sheet piling if used.
- E. Where wood sheet piling or certain designs of steel sheet piling are used, the City may require that the sheet piling be cut off at a level two (2) feet above the top of the installed pipe and that portion below that level be left in place. If ordered left in place, sheet piling and shoring shall be paid for under the appropriate Quotation Item.
- F. If interlocking steel sheet piling is used, the City may permit its complete removal in lieu of the cut-off, providing removal can be accomplished without disturbing the bedding, pipe or pipe alignment. Any damage to the pipe bedding, pipe or pipe alignment shall be cause for rejection of the affected portion of the work.
- G. In areas where trench widths are not limited by right-of-way and/or easement widths, property line restrictions, existing adjacent improvements, including pavements, structures and other utilities, and maintenance of traffic, the trench sides may be

sloped to a suitable angle of repose of the excavated material, but only from a point one (1) foot above the crown of the pipe.

3.0.5. MOVABLE SHIELD (MULE)

- A. A substantially and safely constructed moveable shield or box, as approved by the Engineer, may be used in place of sheeting except where it is specifically called out on the Plans or in the Specifications to install sheeting. When using a shield, the trench is opened immediately ahead of the shield as pipe laying proceeds inside the shield. All construction in conjunction with using such a shield must be as approved by the Engineer, including excavation, installation of pipe, and backfilling and compaction. When a moveable shield or box is used, the installed pipe shall be secured to prevent it from moving when the box is moved.

3.0.6. TRENCH OVERCUT

- A. Trench overcut provisions herein shall be used only under direct authorization by the Engineer.
- B. If, after excavating the trench to a depth of 2 feet 6 inches below the outside bottom elevation of the proposed pipe barrel, and the soil at that depth is still unsatisfactory as foundation material because it contains marl, muck, organic matter, or other unsuitable material, and the Engineer authorizes overcut, the pipe trench shall be excavated further in one (1) foot increments until either a suitable foundation material is found, or the Contractor is directed by the Engineer to stop trench overcut operation and begin backfilling. In no case will trench overcut be more than 6 feet in depth, i.e., to a point 8 feet 6 inches below the bottom of the pipe.
- C. Selected backfill, as defined in 2.0.1. "Materials" shall then be compacted in 6-inch layers up to the bottom of the proposed 6 inches of pipe bedding.

3.0.7. DEWATERING

- A. Any water which accumulates in the excavations for structures shall be removed promptly by means satisfactory to the Engineer of Record in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Pumps and engines for dewatering systems shall be operated with mufflers and at a minimum noise level suitable to a residential area. The Contractor shall be responsible for any nuisance created due to the disposal of the water from his drainage system.
- B. Where applicable, the Contractor shall be required to obtain all necessary permits approving the location and proposed method of disposal before discharging water from any excavation into any portion of the public right-of-way or into any existing drainage structure or facility.

3.0.8. TRENCH RESTORATION

- A. Trench restoration shall be per the applicable of Miami-Dade County Standard Details.

- B. Mill and resurface minimum 1 inch in accordance with the restoration limits in Part 1 or as directed by the City of Opa-Locka Public Works Department. Prior to placing pavement, City Public Works inspection is required. If milled section crosses a pedestrian path or temporary pedestrian path/detour, an asphalt apron must be provided at transitions with all adjacent surfaces within the pedestrian crossing.
- C. Where cuts have been made through unpaved, stabilized rock roadways, driveways and parkways, surface restoration shall consist of 3 inches of compacted limerock overlaid by 3 inches of gravel or graded and washed rock with a maximum diameter of ½ inch, except as otherwise directed by the City or designee. The rock shall be installed over the entire width of the disturbed area and shall closely match the existing rock at each location. Several grades of rock may be required to attain this end, but it is not anticipated that more than one grade will have to be used at any one location.

3.0.9. TEMPORARY PAVEMENT

- A. Temporary paving will be required along the entire route where the original paved surface is removed. Unless otherwise approved by the City or designee, temporary paving shall be placed the same day the trench is backfilled. The trench shall be backfilled up to a level 1 inch below the existing pavement surface and a temporary, cold mixed sand/asphalt pavement shall be constructed up to the level of the existing pavement surface. The liquid asphalt shall be Grade RC-70, conforming to the requirements of FDOT Specifications, Section 916-2. The sand shall conform to the requirements of FDOT Specifications, Section 902 for fine aggregate.
- B. The cold mix is to be installed one block at a time, not crossing any intersection, or a maximum of 1,200 feet shall be completed before the Contractor may move forward with This excavation Work. Backfill, compaction and temporary paving is to keep pace with the pipe installation. Written permission must be obtained from the City of Opa-Locka Public Works Department to allow lengths greater than 1,200 feet. At the sole discretion of the City of Opa-Locka Public Works Department, the allowable limits in the permit may be reduced due to unforeseen right-of-way conditions.
- C. The temporary pavement shall be maintained by the Contractor in a condition satisfactory to the City or designee until its removal. Removal shall include any surplus backfill material. Replacement of the temporary pavement with permanent pavement shall be made within 30 days. In replacing the temporary paving with permanent pavement, all Work shall be completed in sections compatible with specified traffic maintenance procedures.
- D. The Contractor may elect to install a suitable temporary hot mix asphaltic pavement to be left in-place, in lieu of cold mix, when the hot mix asphalt is left in-place and installed over properly compacted limerock base course. This temporary pavement shall be incorporated into the specified permanent pavement restoration as part of paving restoration.

- E. Sand seal on the limerock base course will not be permitted in lieu of temporary paving.
- F. Unless otherwise approved by the City or designee, temporary paving shall be placed within twenty-four (24) hours following the completion of backfilling.
- G. If temporary asphalt is utilized, it shall be removed prior to placement of final asphalt surface.
- H. Temporary restoration requires field approval by City of Opa-Locka Public Works Department Field Inspector

3.0.10. STOCKPILED MATERIALS

- A. Stockpile excavated material that is suitable for use as fill or backfill until material is needed.
- B. Material suitable for backfill and not needed for backfill at the structure shall be stockpiled and later moved where needed.
- C. Materials shall be stored and in such a manner that will not interfere unduly with City operations, traffic at the site, traffic on public roadways, or sidewalks and shall not be placed on private property. In congested areas, such materials that cannot be stored adjacent to the trench or used immediately as backfill shall be removed to other convenient places of storage acceptable to the City or designee at the Contractor's expense.
- D. Post signs indicating proposed use of material stockpiled. Post signs that are readable from all directions of approach to each stockpile. Signs should be clearly worded and readable by equipment operators from their normal seated position.
- E. Confine stockpiles to within easements, right-of-way, and approved Work areas. Do not obstruct road or streets.
- F. Do not stockpile excavated material adjacent to trenches and other excavations unless excavation side-slopes and excavation support systems are designed, constructed, and maintained for stockpile loads.
- G. Do not stockpile excavated materials near or over existing facilities, adjacent property, or completed Work if weight of stockpiled material could induce excessive settlement.
- H. Do not place stockpiles within 50 feet of inlets, streams, wetlands, bodies of water, etc. unless permitted by the City or designee.
- I. Stockpile side slopes shall be no steeper than 3 horizontal : 1 vertical unless approved by the City or designee. Top of stockpile shall have a minimum slope of no less than 5% to promote positive drainage.

- J. Provide perimeter erosion control measures around stockpiles, located no closer than 5- feet from toe of slope, and stabilized stockpile surface with temporary seeding or other measures if stockpile will remain inactive for more than seven (7) days.

3.0.11. BACKFILL

- A. Place and compact granular bedding and fill over pipelines and conduits. Density tests for determination of the specified compaction shall be made by a testing laboratory approved by the City or designee. Testing of compacted fill materials is required in accordance with these Specifications. If results of tests taken during the progress of the Work indicate compacted materials do not meet specified requirements, such defective Work will be removed, replaced, and re-tested as directed by the City or designee and at the Contractor's sole expense. Compacted fill is to be tested before proceeding with the placement of surface materials.
- B. Backfilling of pipe trenches will not be allowed until the Work has been approved by the City or designee, pressure tested if required, and the City or designee indicates that backfilling may proceed. Any Work which is covered or concealed without the knowledge and consent of the City or designee shall be uncovered or exposed for inspection. Partial backfill may be made to help restrain the pipe during pressure testing, if previously authorized by the City or designee.
- C. The Contractor shall backfill all trenches and other excavations made in the process of installing the culvert. The Contractor shall maintain the surface of the backfill free from major irregularities and potholes.
- D. The Contractor shall maintain trenches free of debris, wood, rocks over 2 inches in diameter, and water.
- E. Backfill shall be kept up with the rate of pipe laying. The backfill up to the springline of the pipe shall be placed as soon as practical after laying the pipe. On parts of the line where the groundwater level may be high enough to float the pipe, the placing of the backfill and the rate of pumping the trench shall be so controlled as to prevent the pipe from floating or moving from the line and grade shown on the Plans.
- F. Pipe bedding and backfill shall be in accordance with the applicable Miami-Dade County Standard Details. Material shall be placed in maximum 6-inch layers. Each layer shall be thoroughly compacted to at least 98% of maximum density as defined by AASHTO Specifications T-180. The material in the ditch may be compacted by either hand tamper or a mechanized power tamper, provided the results meet the requirements and are approved by the City or designee. Care shall be taken to preserve the alignment and gradient of the installed pipes.
- G. A testing laboratory will make periodic field tests to determine the density being obtained in each lift of backfill. Testing shall be performed at a minimum frequency of one test every 10 feet. When compacted backfill fails to meet the specified percentage

of maximum density as shown by test results, it shall be reworked and recompacted, and then retested. The reworking, recompacting, and retesting of the backfill shall be repeated as many times as may be necessary to obtain compacted backfill with density meeting or exceeding the specified percentage as indicated by test results.

- H. The Contractor shall exercise proper care to ensure no pipe will be broken or displaced by use of mechanical compacting equipment. Water shall be added as required to obtain optimum moisture content to facilitate compaction but ponding or inundation of backfill will not be permitted.
- I. In the event sufficient suitable material is not available at any point to properly backfill the trench, the Contractor shall transport suitable material from points of the line where such material is available or shall otherwise furnish suitable material.

3.0.12. ALTERNATE METHOD OF CONSTRUCTION

- A. A combination of conditions in the substrata, water table, method of disposal or regulatory agency requirements may be encountered during the course of the work which makes dewatering impossible, or possible only through the use of unusual methods, the cost of which is excessive. When such conditions are encountered, but only after all reasonable means to dewater the excavation have been employed without success, the Contractor may request permission to employ the following Alternate Method of Construction. The concurrence of the Engineer shall be obtained in writing and shall limit the use of the Alternate Method of Construction to such specific portions of the work as the Engineer shall determine.
- B. The requirements set forth in other Sections of these Specifications shall establish the required standards of construction quality for this work. Use of the Alternate Method of Construction described hereinafter shall in no way be construed as relieving the Contractor of his basic responsibility for satisfactory completion of the work.
- C. Under no conditions will any additional or increased payments be made to the Contractor for excavation, backfill, sheeting or any cost incurred for work or materials, or any other costs incurred as a result of the use of this alternate method of construction. The unit prices established in the Quotation shall be full payment for the various items of work.
- D. Subject to all of the requirements stated herein, including written approval of the Engineer, construction will be permitted in accordance with the following specifications. All requirements of these Specifications shall apply to this construction unless otherwise specifically modified herein.
 - 1. Removal of Water: The installation of pipe and appurtenances under water will be permitted and the dry-trench requirements of Section 6.06 "Removal of Water" will be waived.
 - 2. Excavation: Excavation shall be performed in accordance with 3.0.2. "Excavation."

3. Pipe Bedding:

- a. Pipe bedding shall be placed from 6 inches below the outside bottom of the proposed pipe barrel up to the level of the lower one-third of the pipe barrel for pressure mains.
- b. The bedding material shall be pea rock, or drainfield limerock. Limerock screenings, sand or other fine organic material shall not be used.
- c. The bedding material shall be tamped and graded to provide a proper bedding for the pipe and shall then be shaped to receive the pipe. Bedding shall be provided under the branch of all fittings to furnish adequate support and bearing under the fittings.

4. Backfill:

- b. After the pipe is installed, backfilling shall proceed in accordance with the provisions of 2.0.1. "Materials"
 - c. Select backfill material shall be used to backfill around the pipe and to a level one (1) foot above the crown of the pipe.
 - d. Under no circumstances will material other than select backfill or specified pipe bedding material be considered satisfactory for this purpose.
- E. If the Alternate Method of Construction is used, all backfill material, including specified pipe bedding material, shall be carefully lifted into the trench and not released to fall freely therein until the bucket or container is at or just above water level. Under no circumstances will backfill material be dumped or pushed into trenches containing water. Below existing water level, and to a point not more than 18 inches above the water level the backfill material shall be carefully placed in uniform layers, of equal depth on each side of the pipe. From a point not more than 18 inches above the water level, and below the pavement base or the surface of the ground, if out of paved areas, backfill material shall be placed and compacted for normal backfilling as provided in 2.0.1. "Materials" for compacted backfill.

END OF SECTION

PART 1 – GENERAL**1.0.1. WORK INCLUDED**

- A. The work included under this Section consists of excavating, backfilling and compaction as required for the construction of the piping systems as specified herein. (See Section 02314 for excavation for structures.)
- B. All excavations shall be executed in accordance with the South Florida Building Codes, the State of Florida Trench Safety Act (TSA), OSHA requirements and all applicable requirements of Section 01016, including notification of Sunshine State One-Call Center (1-800-432-4770), 48 hours prior to any excavation.

PART 2 – PRODUCTS**2.0.1. BACKFILL MATERIAL**

- A. Except where a 1:10 cement/sand or flowable fill concrete mix is required (See Section 02745), granular soil backfill materials shall be utilized. Suitable backfill material shall be clean, shall not be expansive nor have high organic content, shall be free of clay, marl, unstable materials, debris, lumps and clods, and shall meet the following requirements:
 - 1. Maximum Liquid Limit shall not exceed 12 as determined by ASTM D 423.
 - 2. Maximum Plasticity Index shall not exceed 35 as determined by ASTM D 424.
 - 3. Not more than 10 percent of weight shall be finer than 74 micron (No. 200) U.S. Standard Sieve.
- B. Backfill material containing limerock shall have sufficient sand to fill the voids in the limerock. No stones or rocks larger than 6-inches in diameter will be permitted in any backfill. Backfill material placed to a point at least one foot (1 ft.) above pipe and appurtenances shall be select backfill material not exceeding 2-inches in diameter. For PVC gravity sewers backfill material placed at least two feet (2 ft.) above pipe shall be select backfill material not exceeding 2-inches in diameter. In any case, above this point, but up to the upper 6-inches of the trench, backfill shall be of material not exceeding 6-inches in diameter.
- C. Debris, broken paving or broken concrete shall not be used.
- D. Material for backfill may be material resulting from excavation, only if it meets the above mentioned requirements, or if suitable in the opinion of the Department. If

sufficient suitable backfill material, including select backfill material, is not available from the site, additional material shall be furnished.

2.0.2. SELECT BACKFILL MATERIAL

Select backfill material specified in these specifications or required by the Plans shall meet all the general requirements for backfill material set forth above, and in addition, shall be free of any rocks or stones larger than 2 inches in diameter. Select backfill for copper tubing shall be limerock screenings or sand. Select backfill material may be material resulting from excavation, if suitable in the opinion of the Department, carefully selected to comply with these requirements.

2.0.3. BEDDING MATERIAL

Pipe bedding material shall consist of one of the following types of material, and accordance with the Department's Standard Details: (See Section UC-300 for Gravity Sewer Piping Foundations)

- A. Bedding may be select backfill material, as specified above, if approved by the Department.
- B. Crushed stone (or drainfield limerock) shall be used for bedding of piping (except for copper pipe) and/or manholes as shown on the Standard Details. Crushed stone shall consist of hard, durable, sub-angular particles of proper size and gradation, and shall be free from organic material, wood, trash, sand, loam, clay, excess fines and other deleterious materials. The stone shall conform to the requirements of ASTM C 33, Size No. 57 (3/4-inch rock) and be graded within the following limits:

<u>Sieve size</u>	<u>Percent Finer by Weight</u>
1-½ inch	100
1 inch	95 to 100
½ inch	25 to 60
No. 4	0 to 10
No. 8	0 to 5

- C. Sand for bedding copper pipe shall be a dry screened sand. Sand shall be graded sand with 100 percent passing a 3/8-inch sieve and not more than 5 percent passing a No. 200 sieve.
- D. Limerock screenings, sand or other fine material shall not be used for bedding.
- E. All pipe bedding material shall be new, unless otherwise approve by the Department. Existing pipe bedding material may not be used.

2.0.4. BACKFILL UNDER MANHOLES AND METER VAULTS

Any excavation below the levels required for the proper construction of manholes or meter vaults shall be filled with Class C concrete. The use of earth, rock, sand or other materials for this purpose will not be permitted. (See Section 02314 for excavation for structures.)

PART 3 – EXECUTION

3.0.1. CLEARING

- A. The Contractor shall perform all clearing necessary for the proper installation of all piping and appurtenances in the locations shown in the Drawings, in accordance with Section 02230, "Clearing and Grubbing".
- B. Where required, all existing shrubbery, trees, grass, sprinklers, fences, signs, mail boxes, structures, sidewalks, curbs, utility poles or structures subject to damage resulting from the excavation should be transplanted, relocated, braced, shored, or otherwise protected and preserved.

3.0.2. EXCAVATION

- A. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the dimensions and depth shown on the Drawings. All excavations shall be made by open cut.
- B. When the walls of the excavations are to be kept vertical and in order to protect the safety of workmen, the general public, this or other work or structures, or excavation walls, or pipe installation including materials encountered in the excavation which have a tendency to slough or flow into the excavation, undermine the banks, weaken the overlying strata, or are otherwise rendered unstable by the excavation operation shall be retained by steel sheeting, stabilization, grouting or approved methods. Said methods shall comply with the Trench Safety Act (TSA). Sheeting and shoring or other approved method shall be designed by a Professional Engineer licensed to practice in the State of Florida.
- C. In areas where trench widths are not limited by right-of-way or easement widths, property line restrictions, existing adjacent improvements including pavements, structures, and other utilities, and maintenance of traffic, the trench sides may be sloped to a suitable angle of repose of the excavated material, but only from a point one foot above the crown of the pipe.
- D. A substantially and safely constructed moveable shield or box, as approved by the Engineer of Record, may be used in place of sheeting, except where specifically called for on the Plans to install sheeting. Where a moveable shield or trench box, is used in place of sheeting and shoring, the trench shall be opened immediately ahead of the shield as pipe laying proceeds inside the shield.
- E. Ladders or steps shall be provided for and used by workmen to enter and leave trenches.

- F. Materials removed from the trenches shall be stored and disposed of in such a manner that they will not interfere unduly with traffic on public streets and sidewalks. In congested areas, such materials, cannot be stored adjacent to the trench nor used immediately as backfill, shall be removed to convenient places of storage. If any material is creating a public hazard or other unsafe condition, it shall be removed immediately to a storage area.
- G. Materials suitable for use as backfill be hauled to and used in areas where not enough suitable material is available from the excavation. Material unsuitable for use in backfill shall be removed promptly and disposed of by the Contractor
- H. Excavation for Pipes and Piping Appurtenances (See Section UC-300 for additional requirements for gravity sewer piping):
 - 1. Clear, as stated above, all existing items or structures in the way of the proposed pipeline or structures and excavate as necessary to the lines and grades shown on the Plans.
 - 2. Where pavements or sidewalks are cut they shall be cut by means of a mechanical pavement saw to form true and straight edges which shall in general be either parallel or at right angles with the centerline of the pipe.
 - 3. In order to protect himself from being held liable for any existing damaged pavement, including detour routes, the Contractor is advised to notify in writing the authority having jurisdiction over the street where such defective pavement exists prior to proceeding with any work in the vicinity. A copy of all such notices shall be forwarded to the Department.
 - 4.
 - 5. Excavate pipe trenches to a minimum of 6-inches below the outside bottom of the proposed pipe barrel to provide for the installation of the bedding material.
 - 6. If, in the opinion of the Department, the soil at that depth is unsatisfactory as foundation material because it contains unsuitable marl, muck, organic matter, or other unsuitable material, the excavation shall be continued 2 feet deeper, except if a suitable foundation material is exposed at a lesser depth, further excavation will not be required.
 - 7. If the soil is still unsuitable after the additional excavation as prescribed above, the trench bottom shall be excavated further in one foot increments in accordance with "Trench Overcut", below.
 - 8. Sheet piling and shoring shall be installed where necessary to control trench width, protect the workmen and the general public, and prevent damage to this or adjacent work, or structures.

9. Where wood sheeting or certain designs of steel sheeting are used, the Department may require the sheeting to be cut off at a level 2-feet above the top of the installed pipe and that portion below that level shall be left in place.
 10. If interlocking steel sheeting is used, the Department may permit its complete removal in lieu of cut-off, providing removal can be accomplished without disturbing the bedding, pipe or alignment of the pipe. Any damage to the pipe bedding, pipe or alignment of the constructed utility caused by removal of sheeting shall be cause for rejection of the affected portion of the work. Not more than 100-feet of trench shall be opened ahead of pipe laying operations at one time unless a greater length of open trench is approved by the Department.
 11. Trench widths, when measured at a point 12 inches above the top of the pipe, shall provide a 12-inch maximum clearance on each side, between the outside of the pipe barrel and the face of the excavation, or sheeting if used. Minimum trench width shall provide at least 6-inches clearance on each side, between the outside of the pipe barrel and the face of the excavation, or sheeting if used.
 12. Excavation for appurtenances, such as manholes and valves, shall be sufficient to provide a clearance between their outer surfaces and the face of the excavation or sheeting, if used, of not less than 12-inches. Manhole excavations shall be carried to sufficient depth to permit their construction on the undisturbed bottom of the excavation.
 13. Excavation for thrust block shall be made in such a manner so that, when concrete is placed, it will bear against a firm, undisturbed, vertical trench wall with bearing are in accordance with the schedule shown in the Standard Details.
 14. Selected backfill shall then be placed and compacted in 6-inch layers up to the level of the pipe bedding material.
 15. When the pipe to be installed in a trench requires the pipe installers to work under and around the pipe, the Contractor may request the Department that he be allowed to exceed the 12" maximum clearance, specifying the clear distance desired. The decision of the Department in this regard shall be final.
 16. The ends of existing mains shall be temporarily capped or plugged to keep them clean and the ends of all mains shall be temporarily anchored to keep the joints from blowing apart from internal pressure until the new mains can be reconnected to them.
 17. In addition to specific construction methods specified, the general requirements in subsequent subsections, below, shall apply to the work of this project.
- I. Excavation for PVC Gravity Sewers and Service Laterals:

1. The Contractor shall make all excavations necessary for the construction of the gravity sewers and service laterals to the lines and grades shown on the Plans, and in accordance with the Standard Details.
2. In stable soils, trench widths when measured to a point 12 inches above the top of the pipe shall provide a 12-inch maximum clearance on each side, between the outside of the pipe barrel and the face of the excavation, or sheeting if used. Minimum trench widths under the same conditions shall be 6-inches on each side for the pipe for 4-inch and 6-inch pipe, and 9-inches on each side of the pipe for 8-inch pipe and larger. Minimum trench widths are required to provide room for a man to place and compact the haunching and initial backfill material. Embedment material shall be Class I. (See Section UC-300)
3. In unstable soils (defined as peat, much or other organic soils, elastic silts and clays below the water table, and fine sands below the water level), trench widths when measured at a point 12-inches above the top of the pipe shall be a minimum of five (5) nominal pipe diameter in width. Slightly greater width are at the Contractor's option in order to accommodate his trenching equipment, but the pipe bedding material shall extend to the face of the excavation, or sheeting if used. Embedment material shall be Class II. (See Section UC-300)

3.0.3. TRENCH STABILIZATION

Trench bottoms which are rendered soft or unstable as a result of construction methods, such as improper or inadequate sheeting, dewatering or other causes, shall be stabilized. In no event shall pipe be installed when such conditions exist. The Contractor shall correct such conditions so as to provide proper bedding or foundations for the proposed installation.

3.0.4. TRENCH OVERCUT

- A. If, after excavating the trench to a depth of 2 feet 6 inches below the outside bottom elevation of the proposed pipe barrel, and the soil at that depth is still unsatisfactory as foundation material because it contains marl, muck, organic matter, or other unsuitable material, the pipe trench shall be excavated further in one-foot depth increments until a suitable foundation material is found. As a point of reference, it has been the Department's experience that, typically, trench overcut does not extend to depths more than 6 feet. However, the Department reserves the right to require trench overcut to depths up to 6 feet, i.e., to a point 8.5 feet below the bottom of the pipe.
- B. Select backfill, as defined above, shall then be compacted in 6-inch layers up to the bottom of the proposed 6 inches of pipe bedding.

3.0.5. REMOVAL OF WATER

- A. It is a basic requirement of these Specifications that excavation shall be free from water before pipe or structures are installed. However, it is realized that in certain sections

of the work this cannot be accomplished economically and the Contractor may request permission to use the "Alternate Method of Construction" defined below.

- B. The Contractor shall provide all necessary pumps, underdrains, well point systems, and other means for removing water from trenches and other parts of the work including structures. The Contractor shall continue dewatering operations until the backfill has progressed to a sufficient height over the pipe to prevent flotation or movement of the pipe in the trench, so that the backfill is above the natural water level.
- C. Where applicable, the Contractor shall be required to obtain all necessary permits approving the location and proposed method of disposal before discharging water from any excavation into any portion of the public right-of-way or into any existing drainage structure or facility.
- D. Water from the trenches and excavation shall be disposed of in such a manner as will not cause injury to public health, to public or private property, to the work completed or in progress, to the surface of the streets, or to cause interference with the use of the same by public. Submit the proposed method of handling and disposal of trench water for approval before starting the excavation.
- E. The Contractor is cautioned that Dade County or other governing body having jurisdiction over the work location may have regulatory rules and ordinances prohibiting, or limiting, the discharge of water from any excavation into sanitary and storm sewer systems, or to canals and drainage ditches. Obtain all necessary permits approving the location and proposed method of disposal before discharging water from any excavation into any portion of the public right-of-way, or into any existing drainage structure or facility.
- F. Pumps and engines for dewatering systems shall be operated with mufflers and a minimum noise level suitable to a residential area. The Contractor shall be responsible for any nuisance created due to the disposal of the water from his discharge system.

3.0.6. INSTALLATION OF BACKFILL

- A. Backfilling of pipe trenches will not be allowed until the work has been approved by the Department, pressure tested if required, and the Department indicates that backfilling may proceed. Any work which is covered or concealed without the knowledge and consent of the Department shall be uncovered or exposed for inspection. Partial backfill may be made to help restrain the pipe during pressure testing, if previously authorized by the Department.
- B. The Contractor shall backfill all trenches and other excavations made in the process of installing the pipe. He shall maintain the surface of the backfill free from major irregularities and potholes.
- C. Select backfill material shall be placed under and around the pipe to one foot above the crown (or to two feet above crown for PVC gravity sewers) in 6-inch layers. Each

layer shall be thoroughly compacted to at least 90 percent of maximum density as defined by AASHTO Standard No. T-180, "Moisture-Density Relations of Soils using a 10-lb. (4.54 kg.) Rammer and an 18-in. (457 mm) Drop". The material in the ditch may be compacted by either hand tamper or a mechanized power tamper, provided the results obtained meet the continued approval of the Department. Particular attention and care shall be exercised in obtaining thorough support for the branch of all service connection fittings. Care shall be taken to preserve the alignment and gradient of the installed pipe.

- D. Backfilling and compacting of material lying above a point one foot (or two feet for PVC pipe), above the crown of the pipe and below the pavement base or the surface of the ground, if out of pavement, shall be accomplished in layers not exceeding 9 inches in thickness. Each layer shall be thoroughly compacted with a powered hand tamper or a mechanized power tamper to at least 98 percent of maximum density as determined by AASHTO Specification T-180 or such greater density as may be required by the governing authority over the area in which the work is performed. A testing laboratory will make periodic field tests to determine the density being obtained in each lift, or layer, or the backfill. When compacted backfill fails to meet the specified percentage of maximum density as shown by test results, it shall be reworked and recompacted, and then retested. The reworking, recompacting and retesting of the backfill shall be repeated as many times as may be necessary to obtain compacted backfill with density meeting or exceeding the specified percentage as indicated by test results.
- E. The Contractor shall exercise proper care to insure that no pipe will be broken or displaced through the use of the type of mechanical compacting equipment he selects. Water shall be added as required to obtain optimum moisture to facilitate compaction, but ponding or inundation of backfill will not be permitted. These ponding limitations shall not prohibit backfill in a wet trench up to the level of the natural water table if the "Alternate Method of Construction" is utilized.
- F. Backfill shall in general be kept up with the rate of pipe laying. The backfill up to the springline of the pipe shall be placed as soon as practical after the laying of the pipe. On parts of the line where ground water level may be high enough to float the pipe, the placing of the backfill and the rate of pumping the trench shall be so controlled as to prevent the pipe from floating or moving from the line and grade shown on the Plans.
- G. In the event that sufficient suitable material is not available at any point to properly backfill the trench, the Contractor shall transport suitable material from points of the line where such material is available or shall otherwise furnish suitable material.
- H. Suitable material in excess of all backfill requirements and all unsuitable material shall be removed from the work and disposed of by the Contractor.
- I. Within paved areas of trench excavation, the base and surfacing shall be reconstructed as specified under Section 02745, "Pavement Removal and Replacement".

- J. Where cuts have been made through unpaved, stabilized rock roadways, driveways and parkways, surface restoration shall consist of 3 inches of compacted limerock overlaid by 3 inches of gravel or graded and washed rock with a maximum diameter of ½-inch, except as otherwise directed by the Department. The rock shall be installed over the entire width of the disturbed area and shall closely match the existing rock at each location. Several grades of rock may be required to attain this end, but it is not anticipated that more than one grade will have to be used at any one location.

K. Backfill for Structures: See Section 02314.

3.0.7. COMPACTION AND DENSITIES

- A. Methods of control and testing of backfill construction to be employed in this work are:
 - 1. Maximum density of the material in trenches shall be determined by AASHTO Designation T 180.
 - 2. Field density of the backfill material in place shall be determined by AASHTO Designation T 238.
- B. Laboratory and field density tests are necessary to establish compliance with the compaction requirements of these specifications. The Department will not accept projects for which successful laboratory and field density test results are submitted. Tests will be made at depths and locations to the satisfaction of the Department.
- C. Trench backfill which does not comply with the specified densities, as indicated by such tests, shall be reworked and recompacted until the required compaction is secured.

3.0.8. ALTERNATE METHOD OF CONSTRUCTION

- A. General:
 - 1. A combination of conditions in the substrata, water table, or method of disposal may be encountered during the course of the work which make dewatering impossible, or only possible through the use of unusual methods, the cost of which is excessive. When such conditions are encountered, but only after all reasonable means to dewater the excavation have been employed without success, the Contractor, with the concurrence of the Department may elect to employ the following alternate method of construction. The concurrence of the Department shall be obtained and the Contractor shall limit the use of the alternate method of construction to such specific portions of the work as determined applicable.
 - 2. The requirements set forth in other sections of these Specifications shall establish the required standards of construction quality for this work. Use of the alternate method of construction described hereinafter shall in no way be construed as

relieving the Contractor of his basic responsibility for satisfactory completion of the work.

3. Subject to all of the requirements stated hereinabove, including approval by the Department, construction will be permitted in accordance with the following specifications.
- B. Removal of Water: The installation of pipe, manholes and appurtenances under water will be permitted and the dry-trench requirements of "Removal of Water" will be waived.
- C. Excavation: Excavation shall be performed in accordance with normal applicable excavation specifications.
- D. Pipe Bedding for Ductile Iron and Vitrified Clay Pipe:
1. Pipe bedding shall be placed from 6-inches below the outside bottom of the proposed pipe barrel up to the level of the springline of the pipe barrel of gravity sewers and to the level of the lower one-third of the pipe barrel for force mains or water mains. The bedding material shall be washrock, drainfield limerock or approved material. Limerock screenings, sand or other fine organic material shall not be used.
 2. The bedding material used shall be tamped and graded to provide a proper bedding for the pipe and shall then be shaped to receive the pipe. Bedding shall be provided under the branch of all fittings to furnish adequate support and bearing under the fitting.
- E. Bedding for PVC Pipe: The pipe bedding, haunching and initial backfill material shall conform to embedment material listed in Section UC-300 for either stable or unstable soil conditions as required, and shall be placed and compacted in as stated in "Installation of Pipe Bedding", above.
- F. Backfill:
1. After the pipe is installed, backfilling shall proceed in accordance with the provisions of "Installation of Backfill", except that select backfill material or pipe bedding material shall be used to backfill around the pipe and to a level one foot above the outside top (crown) of the pipe. Under no circumstances shall material other than select backfill or specified pipe bedding material be considered satisfactory for this purpose.
 2. If the Alternate Method of Construction is used, all backfill material, shall be carefully lifted into the trench and released to fall freely therein when the bucket or container is near or at a moderate height above water level. Height of release shall be to the satisfaction of the Department. Below the existing water level, and to a point not more than 18-inches above the water level, the backfill material shall be carefully placed into place in uniform layers, of equal depth on each side of the

pipe. From a point not more than 18-inches above the water level, and below the pavement base or the surface of the ground if out of paving, backfill material shall be placed and compacted for normal backfilling as provided in "Installation of Backfill" and "Compaction and Densities".

G. G. Backfill for PVC Gravity Sewers:

1. After the pipe is installed, backfilling shall proceed in accordance with the provisions of "Installation of Backfill", except that select backfill material or pipe bedding material shall be used to backfill to a level two feet above the outside top (crown) of the pipe. Under no circumstances shall material other than select backfill or specified pipe bedding material be considered satisfactory for this purpose.
2. If the Alternate Method of Construction is used, all embedment and backfill material, shall be carefully lifted into the trench and released to fall freely therein until the bucket or container is at or just above water level. Below the existing water level, and to a point not more than 18-inches above the water level, the backfill material shall be carefully placed into place in uniform layers, of equal depth on each side of the pipe. From a point not more than 18-inches above the water level, and below the pavement base or the surface of the ground if out of paving, backfill material shall be placed and compacted for normal backfilling as provided in "Installation of Backfill" and "Compaction and Densities"

3.0.9. RESTORATION OF EXISTING SURFACES

Paved and grassed areas disturbed by the operations required under this Section shall be restored as indicated on the approved Plans and/or specified herein.

END OF SECTION

PART 1 – GENERAL**1.0.2. SCOPE OF WORK**

- A. Construct asphaltic concrete pavement in accordance with the lines, grades and typical sections as indicated on the drawings, specified herein and as required for a complete installation.
- B. Replace and / or repair all existing asphaltic concrete pavement areas impacted by Contractor operations, including trenching for new utilities, as well as damage that may result from Contractor operations during the progress of the work.
- C. Temporary asphalt / trench repairs shall be installed within 1 week of excavation and backfill work on plant roadways impacted by construction.

1.0.3. SUBMITTALS

- A. The Contractor shall submit its proposed formulae for the asphaltic concrete paving for review in accordance with the Section 01300 "Submittals".

1.0.4. QUALITY CONTROL

- A. Work shall be performed in accordance with Contract Documents, Drawings, and/or Miami-Dade County Public Works Manual Specifications and Standard Details, in a neat and accurate manner. It is the intent of the City to obtain a complete and working installation according to these Specifications, and any items of labor, equipment, or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the project plans or stated herein.
- B. Asphalt Acceptance Standards: The following minimum defects identified by the City or designee must be covered by warranty (but not limited to):
 - 1. Sunken pavement patches greater than or equal to one-quarter ($\frac{1}{4}$) inch (measured by a twelve (12) foot straight edge).
 - 2. Surface raveling or oxidation due to deficiencies with the asphalt material.
 - 3. Poor workmanship.
 - 4. Inadequate compaction per Standards and Specifications.

1.0.5. RESTORATION LIMITS

- A. At a minimum, sidewalk, curb, gutter, and roadway restoration shall be in accordance

with the requirements of the agencies having jurisdiction including but not limited to City of Opa-Locka, and Miami-Dade County.

- B. The Contractor is responsible to restore the full lane width of two-lane roads when a trench is longitudinally cut within a lane. If the cut is in between two lanes, the Contractor is responsible to restore both lanes. If the cut impacts multiple lanes, all lanes impacted shall be restored. When a perpendicular cut is made crossing the pavement, a minimum of 25 feet width on each side of the cut, or to the intersection, must be restored by milling and resurfacing. For new developments, the Contractor shall restore the pavement from property line to property line.
- C. At a minimum, the width of all asphalt repairs within the Work area shall extend at least 12 inches beyond the limit of the damage. Where the line for repaving for trenches extends 12-inches into the edge of the existing paving, repaving shall be to this edge only. Damage by the Contractor to the pavement beyond 12-inches into the edge of the existing paving will require the full lane be repaved.
- D. The edge of the pavement shall be cut to a true edge with a saw or other acceptable method so as to provide a clean edge to abut the repair. The line of the repair shall be uniform with no irregularities. Repair of damage by the Contractor beyond the Work area shall be approved by the City or designee prior to commencing the Work.
- E. Any base course or surface course beyond the restoration limits, damaged as a result of the Contractor's operation, shall be restored in accordance with the applicable requirements of these Specifications, to the satisfaction of the City or designee.
- F. Permanent pavement repair shall be with edges straight and parallel and patches rectangular in plan. Replace any paving, beyond the limits shown in the details and as called for in the Specifications, as required. Where trenches are located out of the existing pavement and damage occurs to the pavement, that pavement shall also be replaced by the Contractor.
- G. Five Year Moratorium Directive from City: If the road is under Moratorium, the Contractor is to restore the entire roadway width.
- H. Final asphalt application requires milling and resurfacing full travel lanes or as directed by City of Opa-Locka Public Works Department Field Inspector.

PART 2 – PRODUCTS

2.0.10. MATERIALS

- A. Subbase: Limit gradation of the material within the limits of the area being stabilized to 97% passing 3½-inch sieve. Soil shall be clean, non-deleterious material. Subbase material supporting the roadway and shoulders shall have a minimum LBR of 40. The stabilized subbase shall be 12 inches, placed in maximum compacted lift thickness of 8- inches, and compacted to 98% of maximum dry density as per AASHTO T-180.

B. Limerock Base Course

1. The material used in limerock base courses shall be material classified as either Miami Oolite Formation or Ocala Formation at the Contractor's option having a minimum of 70% calcium carbonate or magnesium carbonate; however, only one formation may be used on any contract.
2. Limerock base course shall have a minimum LBR of 100. Limerock base shall be twice the thickness of the existing adjacent base and shall be minimum of 12-inches thick and a maximum of 18-inch thick, placed in 6-inch lifts. Base material shall be compacted to a density of not less than 98% of maximum dry density as per AASHTO T-180 under all paved areas.
3. The limerock material shall contain no more than 0.5% of organic material or objectionable matter and shall show no significant tendency to air slake or undergo any chemical under exposure to weather.
4. The maximum percentage of water sensitive clay material shall be three percent (3%).
5. At least 97% (by weight) of the material shall pass a 3½-inch sieve, and the material shall be graded uniformly down to dust. The fine material shall consist entirely of dust of fracture. All crushing or breaking up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.
6. The limerock material shall be uniform in quality and shall not contain cherty or other extremely hard pieces, lumps, balls or pockets of sand or clay size material in sufficient quantity as to be detrimental to prevent proper bonding, finishing, or strength of the limerock base.
7. Limerock material shall be non-plastic, and the liquid limit shall not exceed 35.

C. Asphaltic Concrete

1. Bituminous Material: Asphalt cement, Viscosity Grade AC-20 or AC-30, shall conform with the requirements of FDOT Specifications, Section 916-1.
2. Coarse Aggregate: Coarse aggregate, stone or slag shall conform to the requirements of the FDOT Specifications, Section 901.
3. Fine aggregate: Fine aggregate shall conform to the requirements of FDOT Specifications, Section 902.3.
4. Mineral Filler: Mineral filler shall conform to the requirements of FDOT Specifications, Section 917-1 and 917-2.

5. Prime Coat: Unless otherwise indicated, the material used for the prime coat shall be cutback asphalt, Grade RC-70 or RC-250, and shall conform with the requirements specified in AASHTO Destination M 81. Unless otherwise indicated, the use of wither RC-70 or RC-250 shall be at the Contractor's option.
6. Tack Coat: The material used for the tack coat shall be Emulsified Asphalt, Grade RS-2 and shall conform with the requirements specified in AASHTO Designation M 140.
7. Where Type S Asphalt Concrete is specified in the Contract Documents, if approved by the City or designee, the equivalent fine Type SP Asphalt Concrete mixture (Traffic Level C) meeting the requirements of FDOT Specifications Section 334 may be selected as an alternate at no additional cost to the City or Owner. The equivalent mixes are as follows:

Type S-I.....	Type SP-12.5
Type S-II.....	Type SP-19.0
Type S-III.....	Type SP-9.5

2.0.11. TEXTURED PAVEMENT

- A. "StreetBond SP150E Coating Material" refers to a high-performance premium coating material consisting of epoxy modified acrylic polymers blended with sand and aggregate, and specially formulated by GAF, Inc. (Tel. 1-800-766-3411), for application on asphalt surfaces to provide a durable, long lasting color and texture to the asphalt surface.
- B. "StreetBond Colorant" is a highly concentrated, high quality, UV stable pigment blend designated to be added to StreetBond SP150E coating system to provide color to the coating. The colors to be used shall be shown on the Drawings. The same StreetBond Colorant shall be used in each SP150E coating layer to the asphalt surface. One pint of colorant shall be used with one pail of StreetBond coating material.
- C. Use only patterned/textures pavement products listed on the Qualified Products List (QPL). Meet manufacturer's Specifications for all pattern/texture templates, coating, and coloring material. Use only material that is delivered to the job site in sealed containers bearing the manufacture's original labels. Material coating used to achieve the pattern/texture and/or color shall produce an adherent, weather resistant, skid resistant surface capable of resisting deformation to traffic. Paint and thermoplastic material must meet the requirements of this Specifications and FDOT Specifications Section 971, except that the requirements for Color and Retroreflectivity do not apply.
- D. Manufacturers seeking approval for inclusion on the QPL must submit application and certifications in accordance with FDOT Specifications Section 6 along with the following documentation:

1. Manufacturer's Specifications and procedures for materials and installation.
2. Manufacturer's certification with supporting test data and results that the patterned/textured pavement installed in accordance with the manufacturer's Specifications and procedures has been tested in accordance with the ASTM E274, Skid Resistance of Paved Surfaces using a standard ribbed full-scale tire at a speed of 40 mph (FN40R) and has a minimum FN40R value of 35.

PART 3 – EXECUTION

3.0.1. INSTALLATION OF ASPHALT

A. General

1. Pavement markings removed or obliterated by the Contractor's operations shall be promptly replaced, in kind, to the satisfaction of the City of Opa-Locka Department of Public Works, Traffic Engineering Division or designee.
2. At least three density determinations shall be made on each day's final compaction operations on each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the City or designee.

B. Subbase: Roadway subbase shall be stabilized to the minimum depth shown on the Drawings to a LBR not less than 40. Stabilizing shall be type C as defined in Section 160 of the FDOT specifications. Stabilization may require the addition and thorough mixing in of crushed limerock, coarse limerock screenings, or any other stabilizing material acceptable to the City or designee. The stabilizing material shall be applied in such quantity that, after mixing and blending, the subbase will have a LBR not less than 40. Stabilizing material shall be mixed or blended in the subbase material by plowing, scarifying, diskings, harrowing, blading, and mixing with rotary tillers until the mixed materials are of uniform bearing ratio throughout the width and depth of the layer being processed. The minimum acceptable density at any location will be 98% of maximum dry density as determined by AASHTO T-180.

C. Limerock Base: The limerock base shall be constructed in accordance with Section 200 of the FDOT Specifications, to the thickness and width indicated on the Drawings. Pavement base shall be constructed in maximum 6-inch lifts.

D. After spreading of the base material is completed, the entire surface shall be scarified and shaped so as to produce the exact grade and cross section after compaction. For double course base, this scarifying shall extend a depth sufficient to penetrate slightly the surface of the first course. The maximum depth of each lift shall be 6-inches.

E. When the material does not have the proper moisture content to ensure the required density, wetting or drying shall be required. If the material is deficient in moisture, water will be added and uniformly mixed in by diskings the base course to its full depth. If the material contains an excess of moisture, it shall be allowed to dry before being

compacted. Wetting and drying operations shall involve manipulation of the entire width and depth of the base as a unit. As soon as proper conditions of moisture are attained, the material shall be compacted to an average density not less than 98% of maximum dry density as determined by AASHTO T-180. Where the base is being constructed in more than one course, the density shall be obtained in each lift of the base.

- F. During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross section, the compacting operations for such areas shall be completed prior to making the density determination on the finished base.
- G. Unless otherwise directed by the City or designee, the surface shall be "hard-planed" with a blade grader immediately prior to the application of the prime coat to remove the thin glaze or cemented surface and to allow free penetration of the prime material. The materials planed from the base shall be removed from the base area.
- H. If cracks or checks appear in the base, either before or after priming, which in the opinion of the City or designee, would impair the structural efficiency of the base course, the Contractor shall remove such cracks or checks by re-clarifying, reshaping, adding base material where necessary and re-compacting, at no additional cost to the City or Owner.
- I. Mixing Base and Subbase: If at any time the subbase material shall become mixed with the base course material, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subbase and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.
- J. Prime Coat: The prime coat shall be applied at a rate of 0.15 gallons per square yard and the work performed in accordance with Section 300 of the FDOT Specifications.
- K. Asphaltic Concrete: The spreading, compacting, and jointing the wearing surface shall be in accordance with Sections 330 and 333 of the FDOT Specifications to the thickness indicated on the Drawings.
- L. Tack Coat: Apply tack coat at a rate between 0.02 and 0.10 gallons per square yard and perform the Work in accordance with Section 300 of the FDOT Specifications.
- M. Connections with Existing Facilities Where the bituminous pavement is to be connected with an existing roadway surface or other facility, the Contractor shall modify the existing roadway profile in such a manner as to produce a smooth riding connection to the existing facility. Where it is necessary to remove existing asphalt surfaces to provide proper meet lines and riding surfaces, the Contractor shall saw cut the existing surface so that there will be sufficient depth to provide a minimum of 1-inch of asphalt concrete, and the waste material shall be disposed of to the satisfaction of the City or designee. Prior to placing the asphalt concrete, these areas shall be tacked. Meet lines shall be straight and the edges vertical. The edges of meet line cuts

shall be painted with liquid asphalt or emulsified asphalt prior to placing asphalt concrete. After placing the asphalt concrete, the meet line shall be sealed by painting with a liquid asphalt or emulsified asphalt and immediately covered with clean, dry sand.

N. Surface Tolerance

1. Tests for conformity with the specified grade shall be made immediately after initial compression. Any variation shall be immediately corrected by the removal or addition of materials and by continuous rolling. The completed surface of the pavement shall be of uniform texture, smooth, uniform as to grade, and free from defects of all kinds.
2. The completed surface shall not vary more than 1/8 inch from the lower edge of a 12-foot straightedge placed on the surface along the centerline or across the trench.
3. After completion of the final rolling, the smoothness and grade of the surface shall again be tested by the Contractor.
4. When deviations in excess of the above tolerances are found, the pavement surface shall be corrected as stated in Section 330-12.4 of the FDOT Specifications.
5. All areas in which the surface of the completed pavement deviates more than twice the allowable tolerances described above shall be removed and replaced to the satisfaction of the City or designee.

O. Weather Conditions: Asphalt shall not be applied to wet material. Asphalt shall not be applied during rainfall or any imminent storms that might adversely affect the construction. The Engineer will determine when surfaces and materials are dry enough to proceed with construction. Asphalt concrete shall not be placed during heavy rainfall or when the surface upon which it is to be placed is wet.

P. Protection of Structures and Adjustment of Appurtenances

1. Provide whatever protective coverings may be necessary to protect the exposed portions of bridges, culverts, curbs, gutters, posts, guard fences, road signs, and any other structures from splashing oil and asphalt from the paving operations. Remove any oil, asphalt, dirt, or any other undesirable matter that may come upon these structures by reason of the paving operations.
2. Where water valve boxes, manholes, catch basins, or other underground utility appurtenances are within the area to be surfaced, the Contractor shall adjust the covers of these improvements to conform to the proposed surface elevations.

3. In this effort, the Contractor shall be responsible for ensuring that appurtenances are brought to proper grade to conform to the finished surface elevations and any delays experienced from such obstructions will be considered as incidental to the paving operation. No additional payment will be made. Protect all covers during asphalt application.
- Q. Pavement Warranty: Settlement of replaced pavement over trenches within the warranty period shall be considered the result of improper or inadequate compaction of the subbase or base materials. The Contractor shall promptly repair all pavement deficiencies noted during the warranty period at the Contractor's sole expense.
 - R. The pressure distributor used for placing the tack or prime coat shall be equipped with pneumatic tires having sufficient width of rubber in contact with the road surface to avoid breaking the bond of or forming a rut in the surface. The distance between the centers of openings of the outside nozzles of the spray bar shall be equal to the width of the application required, within an allowable variation of 2-inches. The outside nozzle at each end of the spray bar shall have an area of opening of not less than 25 percent, nor more than 75 percent in excess of the other nozzles which shall have uniform openings. When the application covers less than the full width, the normal opening of the end nozzle at the conjunction line may remain the same as those of the interior nozzles.
 - S. 310-9.2 Application Temperatures: For asphalt cement Viscosity Grade AC-5, the application temperature shall be between 300 degree and 350 degree F; for emulsified asphalt, between 100 degrees and 170 degrees F; and for cut-back asphalt, between 175 degree and 275 degree F. 310-9.3 Uniformity of Distribution: Special precautions shall be observed to assure that an even and uniform distribution of bituminous material will be obtained, and the distributor shall be so adjusted and operated as to maintain uniform, even distribution of the type of material being applied. Excessive deposits of bituminous material upon the road surface caused by stopping or starting the distributor, by leakage or otherwise, shall be immediately removed.
 - T. When the prime or tack coat is applied adjacent to curb and gutter, or any other concrete or special pavement surface (except where they are to be covered with a bituminous wearing course) such concrete surfaces shall be protected by heavy paper or other protective material while the prime or tack coat is being applied. Any bituminous material deposited on such concrete surfaces shall be removed immediately.
 - U. No bituminous material shall be applied when the air temperature is less than 50 degree in the shade, or when the weather conditions or the condition of the existing surface is unsuitable. In no case shall bituminous material be applied while rain is falling or when there is water on the surface to be covered.
 - V. After the base has been finished, the full width of surface shall be swept with a power broom supplemented with hand brooms and mechanical blowers prior to the application of the prime coat. Care shall be taken to remove all loose dust, dirt and

objectionable matter. If deemed necessary, the base shall be lightly sprinkled with water immediately in advance of the prime coat. The prim coat shall be applied to the full width of the base.

- W. The temperature of the prime material shall be such as to insure uniform distribution. The material shall be applied with a pressure distributor as specified above. The amount to be applied shall be sufficient to coat the surface thoroughly and uniformly without any excess to form pools or to flow off the base. For lime rock base, the rate of application shall not be less than 0.10 gallons per square yard.
- X. The roadway may be opened for use following the application of the prime material, and a light uniform application of clean sand shall be applied and rolled. The sand shall be non-plastic, shall be free from silt rock particles and shall not contain any sticks, vegetation, grass, roots or organic matter. After the sand covering has been applied, the surface will be opened to traffic.
- Y. Asphalt Densities: The in place density of each course of asphalt mix construction, with the exceptions of patching courses, leveling and intermediate course less than one-inch thick or a specified spread rate less than 100 pounds per square yard, overbuild courses where the minimum thickness is less than one-inch, and open-graded friction course, shall be determined by the use of the Nuclear Density Backscatter Methods as specified by FM 1-T238 (method B). The required density of a completed course shall be at least 98 percent of the average density of the control strip.

3.0.2. INSTALLATION OF TEXTURED PAVEMENT

- A. Applications of textured pavement include the following. Imprinting patterns into existing or new pavement and covering with a surface coating(s) of paint or thermoplastic. Imprinting patterns into existing or new pavement and inlaying the imprint with performed thermoplastic material. Colored, preprinted, preformed texturized thermoplastic material that is applied over existing pavement. Colored thermoplastic material that can be imprinted and texturized during or after application to existing pavement.
- B. Patterns are defined as visible surface markings. Imprinted textures are defined as palpable surface markings.
- C. Use the location, pattern/texture type (brick, stone, etc.) and coating color as specified in the Plans. Joint openings shall not exceed ½ inch in width.
- D. Apply a patterned and/or textured treatment to asphalt or concrete in accordance with manufacturer's recommendations.
- E. For application requiring removal and replacement of existing pavement, meet the requirements of FDOT Specifications Section 350 for cement concrete pavement; the requirements of Section 334 for Superpave asphalt or Section 337 for FC 9.5 and FC 12.5 asphalt.
- F. Protect treated surfaces from traffic and environmental effect until the area is

completely coated/imprinted and any coating have dried or cured according to the manufacturer's instructions. Complete all utility, traffic loop detector, and other items requiring a cut and installation under the finished surface, prior to pattern installation. For asphalt roadways, apply patterned/textured pavement a minimum of 14 days after placement of the adjacent pavement. Upon completion of the installation, the City or designee will check the area at random location(s) for geometric accuracy, as specified in the plans. If any of the chosen areas have an imprint width and depth that is less than the manufacturer's specifications, correct the entire textured area, at no additional cost to the City. Supply the specified pattern and color sample for the Engineer's use to visually determine that the material matches the color specified in the plans. For any continuous or abutting areas, i.e., all treated areas of an intersection, color material must be from the same lot/batch. Provide certification that the textured pavement was installed in accordance with the manufacturer's requirements.

- G. Textured pavement on crosswalks and travel lanes are to be tested for skid resistance in accordance with ASTM E303.

3.0.3. TEMPORARY TRENCH REPAIR OR STABILIZATION

- A. Following trenching and backfill within active plant roadways, but prior to final asphalt replacement at substantial completion, the Contractor shall install temporary trench repair, consisting of compacted base course and temporary asphalt.
- B. Temporary trench repair shall include the preparation of the subgrade, the placing and compacting of the lime rock base, the priming of the base, the placing and maintaining of the surface treatment, all as specified herein.
- C. The width of trench repairs shall extend at least 12 inches each side beyond the limits of the asphalt impacted by excavation. The edge of the pavement to be left in place shall be cut to a true edge with a saw or other approved method so as to provide a clean edge to abut the repair. The line of the repair shall be reasonably uniform with no unnecessary irregularities.

3.0.4. PAVEMENT MARKINGS

- A. All existing markings (i.e., lanes, edge of pavement, parking stalls, etc.) impacted by the Contractor during construction shall be replaced with new painted items in accordance with the requirements of Section 971 of the FDOT Specifications.

3.0.5. CONNECTIONS WITH EXISTING FACILITIES

- A. Where the bituminous pavement is to be connected with an existing roadway surface or other facility, the Contractor shall modify the existing roadway profile in such a manner as to produce a smooth riding connection to the existing facility.
- B. Where it is necessary to remove existing asphalt surfaces to provide proper meet lines and riding surfaces, the Contractor shall saw cut the existing surface so that there will be sufficient depth to provide a minimum of 1-inch of asphalt concrete, and the waste material shall be disposed of to the satisfaction of the Engineer. Prior to placing the asphalt concrete, these areas shall be tacked. Meet lines shall be straight and the

edges vertical. The edges of meet line cuts shall be painted with liquid asphalt or emulsified asphalt prior to placing asphalt concrete. After placing the asphalt concrete, the meet line shall be sealed by painting with a liquid asphalt or emulsified asphalt and immediately covered with clean, dry sand.

3.0.6. SURFACE TOLERANCE

- A. Tests for conformity with the specified grade shall be made immediately after initial compression. Any variation shall be immediately corrected by the removal or addition of materials and by continuous rolling.
- B. The completed surface of the pavement shall be of uniform texture, smooth, uniform as to grade, and free from defects of all kinds. The completed surface shall not vary more than 1/8 inch from the lower edge of a 12-foot straightedge placed on the surface along the centerline or across the trench.
- C. After completion of the final rolling, the smoothness and grade of the surface shall again be tested by the Contractor.
- D. When deviations in excess of the above tolerances are found, the pavement surface shall be corrected as stated in Section 330-12.4 of the FDOT Specifications.
- E. All areas in which the surface of the completed pavement deviates more than twice the allowable tolerances described above shall be removed and replaced to the satisfaction of the Engineer.

3.0.7. WEATHER CONDITIONS

- A. Asphalt shall not be applied to wet material. Asphalt shall not be applied during rainfall or any imminent storms that might adversely affect the construction. The Engineer will determine when surfaces and materials are dry enough to proceed with construction. Asphalt concrete shall not be placed during heavy rainfall or when the surface upon which it is to be placed is wet.

3.0.8. PROTECTION OF STRUCTURES AND ADJUSTMENT OF APPURTENANCES

- A. Provide whatever protective coverings may be necessary to protect the exposed portions of bridges, culverts, curbs, gutters, posts, guard fences, road signs, and any other structures from splashing oil and asphalt from the paving operations. Remove any oil, asphalt, dirt, or any other undesirable matter that may come upon these structures by reason of the paving operations.
- B. Where water valve boxes, catch basins, or other underground utility appurtenances are within the area to be surfaced, the Contractor shall adjust the covers of these improvements to conform to the proposed surface elevations.
- C. In this effort, the Contractor shall be responsible for ensuring that appurtenances are brought to proper grade to conform to the finished surface elevations and any delays

experienced from such obstructions will be considered as incidental to the paving operation. No additional payment will be made. Protect all covers during asphalt application.

3.0.9. PAVEMENT WARRANTY

- A. Settlement of replaced pavement over trenches within the warranty period shall be considered the result of improper or inadequate compaction of the sub-base or base materials. The Contractor shall promptly repair all pavement deficiencies noted during the warranty period at the Contractor's sole expense.

3.0.10. INSTALLATION OF TEXTURED PAVEMENT

- H. Applications of textured pavement include the following.
 - 1. Imprinting patterns into existing or new pavement and covering with a surface coating(s) of paint or thermoplastic.
 - 2. Imprinting patterns into existing or new pavement and inlaying the imprint with performed thermoplastic material.
 - 3. Colored, preprinted, preformed texturized thermoplastic material that is applied over existing pavement.
 - 4. Colored thermoplastic material that can be imprinted and texturized during or after application to existing pavement.
- I. Patterns are defined as visible surface markings. Imprinted textures are defined as palpable surface markings.
- J. Use the location, pattern/texture type (brick, stone, etc.) and coating color as specified in the Plans. Joint openings shall not exceed ½ inch in width.
- K. Apply a patterned and/or textured treatment to asphalt or concrete in accordance with manufacturer's recommendations.
- L. For application requiring removal and replacement of existing pavement, meet the requirements of FDOT Specifications Section 350 for cement concrete pavement; the requirements of Section 334 for Superpave asphalt or Section 337 for FC 9.5 and FC 12.5 asphalt.
- M. Protect treated surfaces from traffic and environmental effect until the area is completely coated/imprinted and any coating have dried or cured according to the manufacturer's instructions. Complete all utility, traffic loop detector, and other items requiring a cut and installation under the finished surface, prior to pattern installation. For asphalt roadways, apply patterned/textured pavement a minimum of 14 days after placement of the adjacent pavement. Upon completion of the installation, the City or designee will check the area at random location(s) for geometric accuracy, as specified in the plans. If any of the chosen areas have an imprint width and depth that is less than the manufacturer's specifications, correct the entire textured area, at no additional cost to the City. Supply the specified pattern and color sample for the Engineer's use to visually determine that the material matches the color specified in the plans. For any continuous or abutting areas, i.e., all treated areas of an intersection, color material

must be from the same lot/batch. Provide certification that the textured pavement was installed in accordance with the manufacturer's requirements.

- N. Textured pavement on crosswalks and travel lanes are to be tested for skid resistance in accordance with ASTM E303.

END OF SECTION

PART 1 – GENERAL**1.0.1. SCOPE OF WORK**

- A. Concrete pavement, curbs and sidewalk shall be constructed to the lines and grades and dimensions required for a complete installation as shown on the drawings and specified herein.

1.0.2. SUBMITTALS

- A. Shop drawings for reinforcing, joint material and mix designs shall be submitted for review in accordance with the Section 01300 "Submittals".

PART 2 – PRODUCTS**2.0.2. MATERIALS**

- A. All roadways are to be de-mucked or stabilized with geotextile material in accordance with the geotechnical report and City requirements.
- B. Laboratory analysis shall be complete, and the material approved by the Engineer prior to placement.
- B. Geotextile material: Woven fabric to be structurally prepared and placed as per manufactures written specification.
- C. Sub-grade: limited to maximum six (6") diameter clean non deleterious material Sub grade to be proof-rolled. Subgrade material supporting the roadway and shoulders shall have a minimum lime rock bearing (LBR) of 40. The stabilized subgrade shall be twelve (12) inches compacted to 98% of maximum dry density as per AASHTO-T-180.
- D. Lime rock: The material used in lime rock base courses shall be material classified as either Miami Oolite Formation or Ocala Formation at the Contractor's option having a minimum percentage of calcium or magnesium of 60; however, only one formation may be used on any contract. Lime rock base course shall have a minimum bearing ratio (LBR) of 100 and shall be minimum of eight (8) inches thick. Base material shall be compacted to a density of not less than 98% of maximum dry density as determined by AASHTO-T180 under all paved areas.

1. Composition:

- a. The lime rock material shall contain not more that 0.5 percent of organic material or objectionable matter and shall show no significant tendency to air slake or undergo any chemical under exposure to weather.
- b. Lime rock material shall contain not less than 70 percent of carbonates of calcium and magnesium. The maximum percentage of water sensitive clay material shall be three (3).

2. Gradation: At least 97 percent (by weight) of the material shall pass a 3 1/2-inch sieve and the material shall be graded uniformly down to dust. The fine material shall consist entirely of dust of fracture. All crushing or breaking up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.
3. Quality:
 - a. The lime rock material shall be uniform in quality and shall not contain cherty or other extremely hard pieces or lumps, balls or pockets of sand or clay size material in sufficient as to be detrimental to prevent proper bonding, finishing or strength of the lime rock base. Lime rock material shall be nonplastic, and the liquid limit shall not exceed 35.
 - b. Lime rock material shall have an average LBR value of not less than 100.

E. Sidewalks:

1. The replacement of gray concrete sidewalks throughout the City shall be with the Miami-Dade County's sidewalk color standard, unless otherwise specified by any applicable City land use board, in accordance with Resolution 2019-30800.
2. The Public Works Director has the authority to determine on a street-by-street basis if replacement of sidewalks to Miami-Dade County's sidewalk color standard is appropriate.

2.0.1. CONCRETE

- A. Concrete shall be composed of cement, fine aggregate, coarse aggregate, and water, so proportioned and mixed as to produce a plastic workable mixture in accordance with all requirements under this section suitable to the specific conditions of placement.
- B. Cement:
 1. The cement shall be a standard brand of Portland cement manufactured within the continental limits of the United States. It shall meet the requirements of ASTM C150 "Portland Cement" and shall be Type II.
 2. Only one brand of cement shall be used in any individual structure unless approved by the Engineer. Cement which has become damaged, partially set, and lumpy or caked shall not be used the entire contents of the sack or container which contains such cement will be rejected. No salvage or reclaimed cement shall be used.
 3. Different types of cement shall not be mixed nor shall they be used alternately except when authorized in writing by the City or their designee. Different brands of cement or the same brand from different mills may be used alternately. A resubmittal will be required if different cements are proposed during the Project.

4. Slump shall not exceed six inches (6").
5. Concrete for underground work shall be acid resistant cement and shall maintain a minimum compressive strength of 4000 psi in 28 days.
6. The total alkalis in the cement (calculated as the percentage of Na_2O plus 0.658 times the percentage of K_2O) shall not exceed 0.40%.
7. The proposed Portland Cement shall not contain more than 8% tricalcium aluminate and more than 12% tetracalcium aluminoferrite.
8. Cement shall be stored in a suitable weather-tight building so as to prevent deterioration or contamination. Cement which has become caked, partially hydrated, or otherwise damaged will be rejected. The Contractor shall provide suitable means for storing and protecting the cement against dampness. Bags of cement which for any reason may become partially set, or which contain lumps of caked cement, shall be rejected. In no instance shall any portion of a bag of damaged cement, or a bag containing lumps of caked cement, be used. Cement salvaged from discarded or used sacks shall not be used. Different brands of cement, even if tested and approved, shall not be mixed during use, nor used alternately in any section of the work without written permission of the Engineer.

C. Aggregates:

1. Fine Aggregate (Sand) in the various concrete mixes shall consist of natural or manufactured siliceous sand, clean and free from deleterious substances, and graded within the limits of ASTM C33.
2. Coarse Aggregate: Coarse aggregate shall consist of gravel, broken stone or local limerock. Coarse aggregate shall be size #57 or #67 as graded within the limits given in ASTM C33 unless otherwise specified. It shall be free from adherent coatings.
3. Aggregates shall be tested for gradation by sieve analysis tests in conformance with ASTM C136.
4. When tested for soundness in accordance with ASTM C88, the loss resulting after five cycles shall not exceed 10 percent for fine or coarse aggregate when using either magnesium sulfate or sodium sulfate.
5. When tested in accordance with "Potential Reactivity of Aggregates (Chemical Method)" (ASTM C289), the ratio of silica released to reduction in alkalinity shall not exceed 1.0. F. When tested in accordance with "Organic Impurities in Sands for Concrete" (ASTM C40), the fine aggregate shall produce a color in the supernatant liquid no darker than the reference standard color solution.

6. When tested in accordance with "Resistance to Abrasion of Small size Coarse Aggregate by Use of the Los Angeles Machine" (ASTM C131), the coarse aggregate shall show a loss not exceeding 42 percent after 500 revolutions, or 10.5 percent after 100 revolutions
- D. Water: Water shall be taken from a potable water supply and shall be fresh, clean and free from injurious amounts of oil, acid, alkali or organic matter.
- E. Admixtures:
1. Air entraining agent shall be added to all concrete unless noted otherwise. The agent shall provide entrained air in the concrete in accordance with ASTM C260.
 2. The following admixtures are required or used for water reduction, slump increase, and/or adjustment of initial set. Admixtures permitted shall confirm to the requirements of ASTM C494. Admixtures shall be non-toxic after 30 days and shall be compatible with and made by the same manufacturer as the air-entraining admixtures.
 - a. Water reducing admixture shall conform to ASTM C494, Type A and shall contain no more than 0.05% chloride ions. Acceptable products are "Eucon Series" by the Euclid Chemical Company, "Master Pozzoloth Series" by BASF, and "Plastocrete Series" by Sika Corporation.
 - b. High range water reducer shall be sulfonated polymer conforming to ASTM C494, Type F or G. The high range water reducer shall be added to the concrete at either the batch plant or at the job site and may be used in conjunction with a water reducing admixture. The high range water reducer shall be accurately measured and pressure injected into the mixer as a single dose by an experienced technician. A standby system shall be provided and tested prior to each day's operation of the job site system. Concrete shall be mixed at mixing speed for a minimum of 100 mixer revolutions after the addition of the high range water reducer. Acceptable products are "Eucon 37" or Plastol 5000 by the Euclid Chemical Company, "Master Rheobuild 1000 or Master Glenium Series" by BASF, and "Daracem 100 or Advaflo Series" by W.R. Grace. High range water reducer shall be mandatory for class A1 concrete intended for placement in walls.
 - c. A non-chloride, non-corrosive accelerating admixture may be used where specifically approved by the City or their designee. The admixture shall conform to ASTM C494, Type C or E, and shall not contain more chloride ions than are present in municipal drinking water. The admixture manufacturer must have long-term non-corrosive test data from an independent testing laboratory (of at least a year's duration) using an acceptable accelerated corrosion test method such as that using electrical potential measures. Acceptable products are "Accelguard 80/90 or NCA" by the Euclid Chemical Company and "Daraset" by W.R. Grace.

- d. A water reducing retarding admixture may be used where specifically approved by the Engineer. The admixture shall conform to ASTM C494, Type D and shall not contain more than 0.05% chloride ions. Acceptable products are “Eucon NR or Eucon Retarder 100” by the Euclid Chemical Company, “Pozzolite Retarder” by BASF, and “Plastiment” by Sika Corporation.
- 3. Admixtures containing calcium chloride, thiocyanate or more than 0.05 chloride ions are not permitted
- F. Membrane Curing Compound: Membrane curing compound shall conform to the requirements of AASHTO Designation M 148, Type 1-clear, or type 2-white pigmented.
- G. Expansion Joint Filler:
 - 1. Preformed expansion joint filler shall be of the nonextruding and resilient bituminous type and conform to the requirements of AASHTO Designation M 213.
 - 2. Expansion joint filler shall be gray neoprene sponge rubber that conforms to AASHTO Designation M 153, Type I.
- H. Reinforcing and Welded Wire Fabric: Reinforcing and welded wire fabric shall be 6”X6” – 10/10 steel bars to be used in curb & gutter and wire mesh in sidewalk.

2.0.2. CONCRETE PAVERS

- A. Concrete pavers shall Miami-Dade County’s color standard approved equal. Use of other colors to complement project design theme and/or match existing pavers’ configuration require shall only be used with written approval from the City of Opa-Locka Public Works Department.
- B. All concrete pavers shall have a skid resistant finish.
- C. Provide products supplied by a member of the Interlocking Concrete Pavement Institute (ICPI) as called for in the Drawings and/or as specified herein.
- D. Concrete pavers shall conform to the requirements of ASTM C936.
- E. Concrete pavers shall have an average compressive strength of 8,000 psi with no individual unit under 7,200 psi.
- F. Average absorption of 5% with no unit greater than 7% when tested in accordance with ASTM C140.

2.0.3. TEXTURED PAVEMENT

- A. "Street Bond SP150E Coating Material" refers to a high performance premium coating material consisting of epoxy modified acrylic polymers blended with sand and aggregate, and specially formulated by Integrated Paving Concept, Inc. (Tel. 800- 688-5652), for application on asphalt surfaces to provide a durable, long lasting color and texture to the asphalt surface.
- B. "Street Bond Colorant" is a highly concentrated, high quality, UV stable pigment blend designated to be added to Street Bond SP150E coating system to provide color to the coating. The colors to be used shall be shown on the drawings. The same Street Bond Colorant shall be used in each SP150E coating layer to the asphalt surface. One pint of colorant shall be used with one pail of Street Bond coating material.
- C. Use only patterned/textures pavement products listed on the Qualified Products List (QPL). Meet manufacturer's Specifications for all pattern/texture templates, coating, and coloring material. Use only material that is delivered to the job site in sealed containers bearing the manufacture's original labels. Material coating used to achieve the pattern/texture and/or color shall produce an adherent, weather resistant, skid resistant surface capable of resisting deformation to traffic. Paint and thermoplastic material must meet the requirements of this Specifications and FDOT Specifications Section 971, except that the requirements for Color and Retroreflectivity do not apply.
- D. Manufacturers seeking approval for inclusion on the QPL must submit application and certifications in accordance with Section 6 along with the following documentation:
 - 1. Manufacturer's specifications and procedures for materials and installation.
 - 2. Manufacturer's certification with supporting test data and results that the patterned/textured pavement installed in accordance with the manufacturer's specifications and procedures has been tested in accordance with the ASTM E-274, Skid Resistance of Paved Surfaces using a standard ribbed full scale tire at a speed of 40 mph (FN40R), and has a minimum FN40R value of 35.

PART 3 – EXECUTION

3.0.1. INSTALLATION OF ROADWAY MATERIALS

- A. Subgrade: The work shall consist of bringing the bottom of the excavations and the top of the embankments of the roadways between the outer limits of the roadway to a surface conforming to the lines, grades, and cross sections shown on the plans, of uniform required density, ready to receive the base or paving course. The final elevation of the subgrade shall be within 0.1 foot of the required elevation.
 - 1. All submerged stumps, roots, and other unsuitable matter encountered in the preparation of the subgrade shall be removed and replaced with a suitable material.

2. The material in the top 12" of subgrade shall have a minimum CBR of 25 when compacted to 95% of maximum density as determined by AASHTO Specification T 180-74. In areas such a condition does not exist, the top 12" of subgrade shall be stabilized as described below:
 3. Stabilizing Material: Where stabilized subgrade and shoulders are required, the subgrade and shoulder material shall have a minimum California Bearing Ratio Material Value not less than 25. If the in place subgrade or shoulder material has a CBR value less than 25, a suitable stabilizing material shall be added. Such stabilizing material shall be crushed lime rock, coarse lime rock screenings, or any other stabilizing material approved by the Engineer.
 4. Suitable stabilizing materials obtained from an existing base or pavement which is to be replaced or abandoned may be used providing that such material contain no fragments larger than 3 ½ inches in diameter.
 5. The entire subgrade, including 2 feet beyond the edge of the proposed pavement, shall be thoroughly plowed, scarified, and mixed to a depth of not less than 6 inches below grade. All pot holes and other irregularities shall be filled with suitable material or trimmed down as the case may be, prior to compacting. If the area is cut to grade in natural lime rock, the top 6 inches shall be thoroughly plowed, scarified, and mixed. This plowed, scarified, and mixed layer shall be compacted to not less than 95 percent of the maximum density as determined by AASHTO Specifications T 180-74 prior to the placement of the base course.
 6. After the subgrade has been prepared as specified above, the Contractor shall maintain it free from ruts, depressions, and damage resulting from the hauling and handling of any material, equipment, tools, etc. Ditches or drains shall be constructed and maintained along the completed subgrade section. Just before the base course is laid, the subgrade shall be tested as to, elevation and density.
- B. Transporting Lime rock: The lime rock shall be transported to the point where it is to be used, over rock previously placed if practicable, and dumped on the end of the preceding spread. No hauling over the subgrade or dumping on the subgrade shall be done
- C. Spreading Lime rock:
1. When using new material, the lime rock shall be spread uniformly, and all segregated areas of fine or coarse rock shall be removed and replaced with well-grade rock.
 2. When the specified compacted thickness of the base is greater than 6-inches, the base shall be constructed in two courses. The thickness of the first course shall be approximately one-half the total thickness of the finished base, or enough additional to bear the weight of the construction equipment without disturbing the subgrade.

3. When using the existing base material, the Contractor shall expose the existing base material to the final base grade shown on the drawings. The Contractor shall then proceed with scarifying the top 6 inches of the base and reworking and compacting the material to achieve the required cross-section.
4. Minimum longitudinal slope shall be 0.3% for all roadways. For roadways with gutters, the longitudinal slope may be reduced upon approval by the Public Works Department.

D. Compacting and Finishing Base:

1. General:

- a. For single course base, after spreading is completed, the entire surface shall be scarified and then shaped so as to produce the required grade and cross section after compacting.
 - b. For multi lift base course, the first course shall be four (4) inches thick compacted cleaned of foreign material, bladed and brought to a surface cross section approximately parallel to that of the finished base. Prior to the spreading of any material for the upper course, the density test for the lower course shall be made and the Engineer shall have determined that the required compacting has been obtained. After the spreading of material for the second course is completed, its surface shall be finished and shaped so as to produce the required grade and cross section after compacting and free of scab and laminations.
2. Moisture Content: When the material does not have the proper moisture content to insure the required density, wetting or drying will be required. If the material is deficient in moisture, water shall be added and uniformly mixed in by discing the base course to its full depth. If the material contains an excess of moisture, such excess shall be reduced or removed until the required moisture content is attained before being compacted. Wetting or drying operations shall involve manipulation of the entire width and depth of the base as a unit.
3. Density Requirements: As soon as proper conditions of moisture are attained, the material shall be compacted to a density of not less than 98 percent of the maximum density as determined by AASHTO Designation T-180 as described below:
- a. During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross section, the compacting operations for such areas shall be completed prior to making the density determinations on the finished base.

- b. At least three density determinations shall be made at the completion of each course, also the density determinations shall be made at new/replaced every utility crossings and also at every 7,000 square feet of roadways or at more frequent intervals if deemed necessary by the Engineer.

4. Correction of Defects:

- a. If at any time the subgrade material should become mixed with the base course material, the Contractor shall dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.
- b. If cracks or checks appear in the base, either before or after priming, which in the opinion of the Engineer would impair the structural efficiency of the base course, the Contractor shall remove such cracks or check by re-scarifying, reshaping, adding base material where necessary and recompacting.

E. Testing Surface: The finished surface of the base course shall be checked with a templet cut to required crown and cross section and with a 10-foot straightedge laid parallel to the centerline of the road. All irregularities greater than 1/4-inch shall be corrected by scarifying and removing or adding lime rock as may be required, after which the entire area shall be recompacted as specified herein before.

F. Thickness Determinations:

- 1. The thickness of the compacted lime rock base shall be measured at intervals of not more than 200-feet. Measurements shall be taken at various points on the cross sections prior to the application of the prime coat.
- 2. The measurements shall be taken in holes through the base of not less than 3-inches in diameter. Where the compacted base is deficient by more than 1/2-inch from the thickness called for on the drawings, the Contractor shall correct such areas by scarifying and adding lime rock. The base shall be scarified and rock added for a distance of 100-feet in each direction from the edge of the deficient area. The affected areas shall then be brought to the required state of compaction and to the required thickness and cross section.

G. Priming and Maintaining:

- 1. The prime coat shall be applied only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed 90 percent of the optimum moisture content of the base material. At the time of priming, the base shall be firm and unyielding.
- 2. The Contractor will be responsible for assuring that the true crown and grade are maintained with no rutting or other distortion and that the base meets all the requirements at the time the surface course is applied.

3.0.2. INSTALLATION OF CONCRETE

- A. The concrete shall be placed on stabilizing or compacted subgrade to such depth that, when it is consolidated and finished, the slab thickness required by the drawings will be obtained at all points and surface will at no point be below the grade specified for the finished surface, after application of the allowable tolerance. The concrete shall be deposited on the stabilized subgrade in a manner which will require as little rehandling as possible. Placing of the concrete shall be continuous between transverse joints, without the use of intermediate bulkheads.
- B. Steel reinforcement is called for on the drawings shall be placed at mid slab depth and the fabric shall be maintained at this location during the placing and finishing operations.
- C. Concrete shall be thoroughly consolidated against and along the faces of all forms, and along the full length and on both sides of all joint assemblies, by means of hand operated, vibrators. Vibrators shall not be permitted to come in contact with joint assembly, the subgrade or a side form. Vibration at any one location shall not continue so long as to produce puddling or the accumulation of excessive grout on the surface. In no case shall the vibrator be operated longer than 15 seconds in any one location.
- D. Coloring of concrete shall be done by dry-mixing the compound and broadcasting over the fresh-poured concrete after it has been struck off.
- E. Striking off, Consolidating and Finishing Concrete:
 - 1. Immediately after the placing, the concrete shall be struck off, consolidated and finished, to produce a finished pavement conforming to the cross section, width and surface finish required by the drawings and specifications. The sequence of operations shall be as follows: strike-off; vibratory consolidation; screeding; floating; removal of laitance; straight edging; and final surface finish. Strike-off, consolidation and finishing shall be accomplished in a manner such as to avoid damage to, or misalignment of, joint assemblies, dowels and other embedded items.
- F. Straight edging and Surface Correction:
 - 1. After floating has been completed and the excess water removed, but while the concrete is still in a plastic state, the surface of the concrete shall be tested for trueness with an accurate 10-foot straightedge. The straightedge shall be furnished by the Contractor. The straightedge shall be held in successive positions parallel to the road center line, in contact with the surface, and the whole area tested from one side of the slab to the other as necessary. The advance along the road shall be in successive stages of not more than one-half the length of the straightedge. Any depressions shall be immediately filled with freshly mixed concrete and struck-off, consolidated and refinished. High areas shall be cut down

and refinished. Straightedge testing and surface correction shall continue until the entire surface appears to conform to the required grade and cross section.

2. As soon as the concrete has hardened sufficiently to be walked on, straight edging shall again be done. All surface irregularities exceeding $\frac{1}{4}$ -inch in a 10-foot shall be corrected by grinding as directed by the Engineer.
- G. Final Finish: As soon as the water sheen has disappeared from the surface of the pavement and just before the concrete becomes non-plastic, a light broom finish shall be given to the surface.

H. Edging:

1. After the final finish has been applied, but before the concrete has become non-plastic, the edge of the pavement along each side of the strip being placed, on each side of transverse and longitudinal contraction joints and construction joints and along structure extending into the pavement, shall be carefully rounded to a $\frac{1}{4}$ -inch radius except as otherwise indicated. A well-defined and continuous radius shall be produced and a smooth, dense mortar finish obtained. All concrete shall be completely removed from the top of the joint filler.
2. All joints shall be checked with a straightedge before the concrete has become non-plastic and, if one side of the joint is higher than the other or the entire joints is higher or lower than the adjacent slabs, corrections shall be made as necessary.

I. Joints:

1. Transverse Construction Joints: Transverse construction joints shall be constructed at the end of all pours and at other locations where the paving operations are stopped for as long as 30 minutes. Construction joints, however, shall not be placed within ten feet of any other transverse joint or of either end of a section of pavement. If sufficient concrete has not been placed to form a slab at least ten feet long, the excess concrete, back to the last preceding joint, shall be removed. The joints shall be formed by placing a wood or metal bulkhead accurately and securely in place, in a plane perpendicular to the profile and center line of the pavement.
2. Transverse & Longitudinal Contraction Joints: Construction joints shall be constructed at the interval indicated in the plans and shall consist of planes of weakness created by an edging tool. The cut in the fresh concrete shall be perpendicular to the surface of the pavement, shall extend to a depth of $\frac{1}{3}$ of its thickness ($1\frac{1}{2}$ " for 4" pavement) and shall have tooled edges as described above.
3. Expansion Joints: $\frac{1}{2}$ " Expansion Joints shall be formed by placing performed joint filler around all structures and foundations where pavement abuts curbs and gutters and at intervals not to exceed 100'.

4. Cleaning and Sealing Joints: Joints which are to be sealed, shall be filled with joint sealing material before the pavement is opened to traffic and as soon after completion of the curing period as is feasible. Just prior to sealing, each joint shall be thoroughly cleaned of all foreign material (including any membrane curing compound) and the joint faces shall be clean and surface-dry when the sealer is applied.
 - a. The sealing material shall be applied to each joint to conform to the details shown on the drawings and in accordance with the manufacture's recommendation. The pouring shall be done in such manner that the material will not be spilled on the exposed surfaces of the concrete. Any excess material on the surface of the concrete pavement shall be removed immediately and the pavement surface cleaned.
 - b. All cracks occurring in the pavement prior to its acceptance shall be cleaned out and sealed as specified above, except that the cracks and fractures shall be completely filled with joints sealer and any excess filler material cut down level with the pavement surface.

3.0.3. INSTALLATION OF CONCRETE PAVERS

- A. Install paver blocks as manufactured by licensee of Paver Systems, Inc., in accordance with the Drawings, manufacturer's recommendations, and Standard Details. Paver block construction shall conform to the requirements of Interlocking Concrete Pavers Institute (ICPI).
- B. Where necessary to cut blocks, cutting shall be done so as leave tight joint along all adjacent edges and surfaces. Smoothly split or sawn blocks only will be accepted.
- C. After final vibrating/compaction there shall be no more than ¼ inch deviation from proposed grades.
- D. Installation of concrete pavers in non-roadway areas shall be in accordance with the following.
- D. Replacement of all underground utilities that are in conflict with paver installation.
- E. The finished subbase shall be approved before placement of limerock base.
- F. The limerock base course shall be compacted to 98% of maximum dry density as per AASHTO T-180.
- G. The finished limerock base course shall be approved by the City or designee prior to placement of the sand leveling course.

- H. The uncompacted sand leveling base shall be screened over the compacted limerock base to an uncompacted thickness of 1½ inches. The bedding course shall be treated with soil sterilizers to prohibit growth of grass and weeds.
- I. The paver blocks shall be laid in the pattern approved by the City of Opa-Locka Public Works Department in accordance with the Standard Details.
- J. Construct concrete header curb in accordance with the Standard Details.
- E. Installation of concrete pavers in on roadways shall be in accordance with the following.
- K. Replacement of all underground utilities that are in conflict with paver installation.
- L. The finished subbase shall be approved before placement of the concrete slab.
- M. The concrete pavers on the roadway shall be installed over a 6-inch-thick concrete base reinforced with galvanized steel wire mesh 6X6-W1.4xW1.4 with 1½ inches bedding between the concrete base and the concrete pavers.
- N. The uncompacted sand leveling base shall be screened over the concrete base to an uncompacted thickness of 1½ inches. The bedding course shall be treated with soil sterilizers to prohibit growth of grass and weeds.
- O. Construct concrete header curb in accordance with the Standard Details..

3.0.4. INSTALLATION OF TEXTURED PAVEMENT

- A. Applying a patterned and/or textured treatment to asphalt or concrete, in accordance with manufacturer's recommendations. Applications include the following:
 - 1. Imprinting patterns into existing or new pavement and covering with a surface coating(s) of paint or thermoplastic.
 - 2. Imprinting patterns into existing or new pavement and inlaying the imprint with performed thermoplastic material.
 - 3. Colored, preprinted, preformed texturized thermoplastic material that is applied over existing pavement.
 - 4. Colored thermoplastic material that can be imprinted and texturized during or after application to existing pavement.
- B. Patterns are defined as visible surface markings. Imprinted textures are defined as palpable surface markings.

- C. Use the location, pattern/texture type (brick, stone, etc.) and coating color as specified in the Plans. Joint openings shall not exceed ½ inch in width.
- D. Apply a patterned and/or textured treatment to asphalt or concrete in accordance with manufacturer's recommendations.
- E. For application requiring removal and replacement of existing pavement, meet the requirements of Section 350 for cement concrete pavement; the requirements of Section 334 for Superpave asphalt or Section 337 for FC 9.5 and FC 12.5 asphalt.
- F. Protect treated surfaces from traffic and environmental effect until the area is completely coated / imprinted and any coating have dried or cured according to the manufacturer's instructions. Complete all utility, traffic loop detector, and other items requiring a cut and installation under the finished surface, prior to pattern installation. For asphalt roadways, apply patterned/textured pavement a minimum of 14 days after placement of the adjacent pavement. Upon completion of the installation, the Engineer will check the area at random location for geometric accuracy, as specified in the plans. If any of the chosen areas have an imprint width and depth that is less than the manufacturer's specifications, correct the entire textured area, at no additional cost to the City. Supply the specified pattern and color sample for the Engineer's use to visually determine that the material matches the color specified in the plans. For any continuous or abutting areas, i.e. all treated areas of an intersection, color material must be from the same lot/batch. Provide certification that the textured pavement was installed in accordance with the manufacturer's requirements.
- G. Textured pavement on crosswalks and travel lanes are to be tested for skid resistance in accordance with ASTM E303.

3.0.5. INSTALLATION OF SIDEWALK

- A. Sidewalks at intersections and driveways shall be six (6) inches thick. Driveways shall include a 4-foot section at 2% maximum cross slope as per Standard Details and FDOT Index 522-03.
- B. Sidewalks not at intersections or driveways shall be four (4) inches thick.
- C. The concrete for sidewalk shall be 3,000 psi, with Miami-Dade County's sidewalk color standard match existing.
- D. The concrete shall be reinforced with 6X6-W1.4xW1.4 welded steel wire mesh.
- E. Wherever possible, sidewalks shall be designed with a minimum effective width of 6 feet on residential streets and 8 feet on collectors and arterials. Effective sidewalk widths shall be determined in accordance with the Miami Dade County Standard Details, firstly, and FDOT if not specified.

- F. All wayfinding signage shall be installed in the back of the sidewalk wherever permitted by sight visibility, otherwise 4 feet minimum clear pedestrian path around sign shall be provided.
- G. Repair of Concrete Sidewalk Surface Defects:
 - P. Remove and replace all concrete surfaces that contain surface defects, which includes, but not limited to cracking, cracks which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets and other objectionable and rough conditions and other objectionable conditions deemed unacceptable to the Engineer immediately after form removal. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness.
 - Q. Concrete rejected for any reason is to be removed and replaced, including labor, forms and reinforcing, to meet specifications at no additional cost to the City. Compounds for adhesion or as patching ingredients may be used, if approved by the City or designee. All repair of surface defects to be made require the approval of the City or designee, as to the method and procedure. Approval of the completed work must be obtained from the City or designee.
 - R. Remove existing sidewalk, or curb and gutter to either the nearest joint beyond or to where no remaining section is less than five (5) feet long.

3.0.6. INSTALLATION OF CURB RAMPS

- A. It is the policy of the City of Opa-Locka Public Works Department to install truncated dome detectable warnings on the curb ramps, in compliance with the ADA Standards and PROWAG requirements for detectable warnings on walking surfaces and with FDOT standards. Curb ramps shall be directional and aligned with the crosswalk. Refer to the City of Opa-Locka Street Design Guidelines.
- B. The installation of truncated domes on curb ramp shall be in compliance with the FDOT Index 522-002 and FDOT Specifications Section 527 and associated QPL. This Specification excludes stamped concrete detectable warnings due to poor performance.
- C. The detectable warnings are required to have a dark-on-light or light-on-dark contrast with the surrounding concrete. Use Miami-Dade County' color standard on the detectable warning portion of the curb ramp. The color of the detectable warnings shall be integral with the device material.
- D. Provide certification from an independent testing laboratory that the applied detectable warning device meets the above minimum requirements. Submit this certification for review and approval by the City or designee at least 10 days before the planned installation of any applied detectable warning device.

- E. At least ten (10) days before the first installation of any applied detectable warning device, submit manufacture's installation recommendations and instructions for review and approval by the City or designee.
- F. Special Considerations: 2 curb ramps per corner should always be used unless technically infeasible. US Access Board Public Rights-of-Way Access Advisory Committee strongly discourages single installations where possible because single ramps can:
 - 1. Misdirect blind pedestrians who use the slope of curb ramps as a cue.
 - 2. Increase crossing times for persons who use wheeled mobility aids and can place users into oncoming traffic at small radius corners where it is difficult to provide landing space at the bottom that is wholly within marked crossings.
 - 3. Drivers may not be as alert to persons crossing at the apex of a corner.
- G. If a single diagonal curb ramp is installed because of technical infeasibility, a 48 inches clear space wholly contained within the crosswalk must be provided at the bottom of the curb ramp to allow wheelchair users enough room to maneuver off of the ramp and into the crosswalk

END OF SECTION

PART 1 – GENERAL**1.0.1. SCOPE OF WORK**

This section includes minimum construction requirements for standard sewer manholes and precast concrete wet wells. It also includes precast concrete manhole sections with bell and spigot joints with masonry transition to covering, anchorage, coating/lining and accessories.

1.0.2. REFERENCES:

Unless otherwise indicated, all materials, workmanship and practices shall be in accordance with the current editions of the following standards:

- A. Florida Building Code
- B. ACI 318, Building Code Requirements for Reinforced Concrete; ACI 350 Code Requirement for Environmental Engineer Construction Structures.
- C. PCI MNL 116, Manual for Quality Control for Plants and Production of Precast Concrete Products.
- D. ASTM C62 - Specification for Building Brick (Solid masonry units made from Clay or shale).
- E. ASTM C478 - Precast Reinforced Concrete Manhole Sections. F. ASTM A123 - Zinc (Hot-Dipped Galvanized) Coatings on Iron and Steel Products.

1.0.3. SUBMITTALS, INSPECTIONS

Submit the following information for approval. Fabrication shall not begin until submission has been approved.

- A. Satisfactory evidence that plant and production methods meet the requirements of PCI MNL 116 for the Quality Control of the Precast Plant, Concrete Batch Plant and Testing Lab.
- B. Submit Design mix to the Engineer prior to fabrication.
- C. Complete shop drawings of both concrete structure and castings and showing all dimensions, reinforcement data, concrete strengths, etc. If of a non-standard design or if required by the Engineer of Record submit design calculations and data. All computation shall bear the seal of a Professional Engineer registered in the State of Florida.

- D. Manhole and Wet Wells: The City shall have the option of witnessing the manhole wet well pour, reinforcing or formwork prior to fabrication. Provide the Engineer a schedule of the manhole fabrication at the preconstruction meeting.
- E. Provide a rebar cutting lists for Pump Station Wet Wells. The rebar cut list is not required for standard manholes.
- F. Cylinder breaks shall be done for each lot in accordance with FDOT Standards (max of 50 structures per LOT). The manufacturer shall maintain records of the cylinder breaks for each design mix. The 28-day concrete cylinder break reports shall be submitted to the Department once the 28-day before the project closeout.

1.0.4. QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum five years documented experience. United Concrete Products, Landmark Precast, Concrete Products of the Palm Beaches, TJ Precast, US Concrete Products or Approved equal.
- B. Quality Control Plan approved by the FDOT. The testing laboratory and batch plant shall be included in the FDOT Quality Control Plan.
- C. The Precast Manufacturer shall have a stamp from the Quality Control Manager on each completed precast structure. The Quality Control Manager Stamp shall indicate that the manhole was constructed in accordance with ASTM C478 and Municipality Standards and the date that the structure was fabricated.

1.0.5. TRANSPORTATION

- A. A. The precast concrete structure shall cure for a minimum of 72 hours. Transport of the precast structure to the jobsite is not allowed during the 72 hour curing period.
- B. Comply with all applicable requirements of FDOT Section 450-16 Handling, Storage, Shipping and Erection.

PART 2 – PRODUCTS

2.0.1. MATERIALS

Precast manholes shall conform to the requirements of ASTM C478, latest edition, the Miami-Dade Water and Sewer Department Standard Details and the following:

- A. Properties:
 - 1. Reinforcement of Grade 60 bars. (Pump Station Wet Wells require rebars not wire mesh reinforcing).

2. Concrete 4,000 psi.
 3. Water Cement Ratio: 0.40 to 0.34 Standard Manholes, 0.34 Pump Station Wet Wells.
 4. Waterstops: Ribbed PVC Waterstop with centerbulb.
- B. Cement shall be Type II with a **maximum aggregate size of #57**. Aggregate shall be **well graded** to produce a less porous and stronger concrete.

1. **Gravity Sewer System Manholes:** In sanitary sewage applications, all manholes receiving the discharge of a force main, connecting to a major sewer line or interceptor sewer terminal manhole within a 350 foot radius of the pump station, drop manholes, or where called for in the plans and/or specifications shall have a concrete protective coating or a antimicrobial admixture in the concrete mix.

The antimicrobial admixture in the concrete mix is specified below:

- a. An antimicrobial agent, ConMICShield® , or approved equal, shall be used to render the concrete uninhabitable for bacteria growth.
 - b. Contractor shall mix the liquid antimicrobial additive with the total water content of the concrete mix design in a proportion of 1 gallon per cubic yard. In the case of repairs to damaged concrete a proportion of 2 gallons per cubic yard shall be utilized.
 - c. In some instances all of the concrete in the structure will receive the additive and in other instances only a portion of the concrete will receive the additive. Hence, the Contractor shall apply the additive only as directed in the specific instance.
 - d. Precast Plant shall submit a letter of certification to the Department, stating that the correct amount and correct mixing procedure was followed for all antimicrobial concrete.
 - e. ConMICShield® antimicrobial additive shall be as manufactured by ConMICShield® Technologies, Inc.; 541 Tenth Street NW #233, Atlanta, GA 30318; Phone: (877)543-2094
- C. Minimum shell thickness of manholes shall be eight (8) inches.
- D. Lifting holes through the structure will not be permitted
- E. Three to five courses of brick shall be constructed atop the manhole corbel for height adjustment. Manhole adjustment grade rings may be utilized in lieu of clay bricks.
- F. Precast Joints above Elevation +4.0. and Waterproofing

1. Standard Manhole: Ram-Nek preformed plastic joint filler, Swellseal Hydrophillic Waterstop by Deneef, or approved equal. Apply Non-Shrink Grout both inside and outside of the joint. Wrap the outside Corbel and Exterior joint with a heat activated high shrink membrane.
 2. Pump Station Wet Wells: Ram-Nek preformed plastic joint filler, Swellseal Hydrophillic Waterstop by Deneef, or approved equal. Apply Xypex Concentrate Cementitious Slurry or approved equal to the exterior and interior of the joint between precast members for waterproofing.
- G. Holes for pipe connections, with a diameter equal to the outside dimension of the connecting pipe plus an additional 4-inches, shall be formed in the manhole walls. No cutting or chipping of the pre-formed holes, or cutting additional holes in the precast concrete walls will be permitted.
- H. The bottom slab shall be cast monolithically with the lower section and the longitudinal reinforcement extending into the slab. The free air drop of the mix shall not exceed five feet.
- I. No construction joints will be allowed below an elevation of four feet above mean sea level. Construction joints will be allowed above elevation+4.0, if adequate keyways and waterstops, approved by the Department (Ribbed PVC waterstop with centerbulb), are provided. The Department may approve an alternate joint method in cases of excessively deeper and heavy structures.
- J. Built-in ladders or climbing rungs will not be permitted in any sanitary sewer manhole and only in other structures where shown on the Plans and called for in the specifications.
- K. Openings shall be sealed with hydraulic cement non-shrink grout on both the exterior and interior of the structure.
- L. Furnish manholes with accessories listed under "Manhole Accessories", below.
- M. Lid and Frame: See Section 05550, "Castings".
- N. Waterproofing:
1. Xypex Crystalline Waterproofing Admixture C-1000R with red dye or approved equal, applied at 3% of the volume of Portland cement in the manhole by volume.
 2. Rheomac 300D Admixture as manufactured by BASF with red dye applied at 2% of the volume of Portland cement in the manhole by volume.
 3. The Crystalline Waterproofing Admixture may be used in lieu of painting the exterior of the structure with Bitumastic Coal-Tar Epoxy.

Note: The Engineer may accept certification from the precast fabricator in lieu of the red dye

2.0.2. CLAY BRICK UNITS AND GRADE RINGS

- A. Clay brick shall be used in manhole construction. Clay brick shall conform to ASTM Standard C32, "Building Brick (Solid Masonry Units Made from Clay or Shale)". Bricks shall have true edges and sharp corners and shall have been cured for at least 14 days before being placed in any wall. Under no circumstances shall brick with holes be utilized anywhere in construction of a manhole or other structure unless specifically called out on the Plans or in the Specifications.
- B. Manhole adjustment grade rings may be utilized. Rings shall be made of 100% recycled HDPE and available in cone opening diameters of 24, 27, 30 and 36-inches. Slope adjustment shall be attained by rotation of "wedge" rings from 4.1% to 0% grade. Rings shall have been tested to withstand HS25 loading through at least 1,100,000 cycles without cracking or other damage. Rings shall not be damaged by hydrogen sulfide manhole conditions and shall be waterproof when assembled with approved butyl sealant. Ring shall weigh six pounds or less and be equipped with UV inhibitor. Rings shall have been in successful service in multiple locations within the US for at least ten years and shall be warranted for five years. Rings shall be LadTech, Inc. HDPE Recycled Adjusting Rings or approved equal.
- C. Exterior Shrink Membrane not required on the HDPE Grade Rings.

2.0.3. MORTAR AND GROUT

As specified in Section 04060 and 03600, respectively. Only Type II cement shall be used.

2.0.4. REINFORCEMENT

As specified in drawings firstly, and on Miami-Dade County Standard Details.

2.0.5. SUMP

Where required, formed integrally with the base slab.

2.0.6. CONCRETE PROTECTIVE COATINGS (**Gravity Sewer Manholes**)

- A. For manholes standard manholes that do not have a concrete protective coating or an antimicrobial additive (ConShield) in the mix, coat the interior of the manhole with Bitumastic 300M or approved equal, 16 mils minimum thickness. The manholes with a concrete protective coating or ConShield anti-bacterial admixture shall not have Bitumastic on the interior of the manhole.

Locations that require a Concrete Protective Coating or the Con Shield Admixture:

1. Manholes receiving the discharge of a force main.
 2. Manholes within a 350-foot radius of a pump station wet well.
 3. Drop manholes (if a drop connection is added to an existing manhole the existing manhole shall be rehabilitated with a concrete protective coating).
 4. Any manhole location determined by the Engineer to have the probability of generating large quantities of sewer gas.
- B. All concrete protective coating systems shall be pre-approved by the Water and Sewer Department based on testing done within the WASD system. Only products that have had a successful test application within the Miami-Dade Water and Sewer Department system and approved by WASD forces shall be allowed.

PREAPPROVED PRODUCTS LIST- concrete protective coatings (standard manholes)

1. Available Manufacturers: The manhole coating products below have passed the WASD testing protocol and have been approved for use for rehabilitation of standard manholes. The manhole rehabilitation products shall be used as a complete system with no third party products used unless approved in writing by the coating manufacturer. A one year warranty on the complete coating system from the project completion is required.
 - a. Uroflex as manufactured by Epoxytec International
 - b. PPC as Manufactured by Polymorphic Polymers Corporation
 - c. SP15 Spray Mortar, Sewer Guard HBS 100 Epoxy Liner by BASF
 - d. Permaform MS-10,000 Fortified with ConShield or Cor-Guard Epoxy
 - e. SprayRoq, Spray Wall and SprayShield GT Coating
 - f. GEOKRETE System as manufactured by Quadex
 - g. Mainstay DS-5 High Build Epoxy, Mainstay ML-72 Restoration Mortar
 - h. GML Coating System: Green Monster Epoxy, GML-30 and GML-60 Epoxy Cement
 - i. Raven Lining System: Raven 405 Epoxy, Raven 755 Epoxy Mortar
2. The manhole chimney shall utilize a flexible concrete protective coating. The acceptable flexible interior coatings for the manhole Chimney are Epoxytec Uroseal, Uroflex or Geokrete.

- C. Due to the probability of sewer gas generation, all manholes receiving the discharge of a force main, connecting to a major sewer line or interceptor sewer, drop manholes, or within a 350-foot radius of the terminal manhole immediately upstream of the pump station shall be either constructed of concrete containing Con^{MIC}Shield® antimicrobial additive or lined on all interior concrete surfaces with a pre-approved concrete protective coating or approved equal. Concrete protective coating system shall fully protect openings, such as for pipes, to insure that corrosive attack cannot take place at these locations. Protective system design for these areas will be checked as shop drawings. Note that boot systems are not accepted by the Department.

Since the proprietary grouts used to close the annular area between the manhole wall and pipe entering or leaving the manhole are not compatible to the addition of Con^{MIC}Shield® these areas require liner or coating (as acceptable to the Engineer) protection even in manholes constructed of concrete containing this material.

- D. All manhole exterior surfaces, from finished grade to base, shall be coated with Carboline Bitumastic 300M, 2 coats 16 mils minimum thickness or have Xypex/BASF Crystalline Waterproofing Admixture, applied at 2 to 3% of the volume of Portland cement in the manhole by volume. The Crystalline Waterproofing Admixture may be used in lieu of painting the exterior of the structure with Bitumastic Coal-Tar Epoxy.
- E. If Con^{MIC}Shield® anti-microbial agent is used, interior coating and liners can be eliminated except as specified above. 2.07 CONCRETE ADDITIVE AND PROTECTIVE COATINGS (Pump Station Wet Wells).

2.0.7. MANHOLE ACCESSORIES:

All new sanitary sewer manholes shall be furnished with the following items. Where existing manholes will be modified or are scheduled to be refurbished, rehabilitation shall also include the following items unless otherwise approved by the Department.

- A. Provide concrete protective coating system for manholes installed in locations identified to have high levels of sewer gas.
- B. Provide high density polyethylene manhole infiltration inserts in accordance with Section 02625, unless the Department requires the installation of stainless steel insert.
- C. Exterior Shrink Membrane on Corbel and Exterior Joint; On all manholes (excluding the HDPE grade rings) install a heat activated, high shrink membrane, on the manhole's exterior, at each section joint and from the cast iron frame to the corbel section. Membrane shall be Wrapid Seal, by Canusa Corrosion Protection and Sealing, or approved equal with the following properties:

PRODUCT COMPONENT	PROPERTY	TEST STANDARD	UNIT	RESULTS
ADHESIVE	Softening Point	ASTM E28	Deg. C (Deg. F)	100 (212)

	Lap Shear Strength	DIN 30 672	N/cm2 (psi)	8 (12)
BACKING	Tensile Strength	ASTM D638	MPa (psi)	20 (2900)
	Elongation	ASTM D638	%	600
	Hardness	ASTM D2240	Shore D	46
	Abrasion Resistance	ASTM D1044	mg	45
SLEEVE	Peel Strength	ASTM D1000	N/cm2 (psi)	15 (9)
	Water Absorption	ASTM D570	%	0.05
	Low Temp. Flexibility	ASTM D2671D	Deg. C (Deg. F)	-40 (-40)

PART 3 – EXECUTION

3.0.1. EXCAVATION

- A. Refer to Section 02314, "Excavation, Backfill and Fill for Structures" for specific procedures, requirements and testing methods appurtenant to the work under this Section.
- B. Excavation shall extend to a level 12-inches below the level of the outside bottom of the base slab. If necessary, provide sheeting and shoring for the excavation.
- C. Backfill resulting excavation with drainfield limerock or specified bedding material to a level to receive the structure at the proper elevation.

3.0.2. GENERAL INSTALLATION

- A. The precast base shall be set level, with the walls plumb on the graded crushed rock bedding.
- B. B. If any surfaces of structures are exposed to view and to a depth of 6 inches below grade, the Contractor shall fill all depressions and all air holes with mortar, dampen surfaces, and apply an approved bonding agent then spread slurry, consisting of one part cement and one and one-half parts sand, by damp loose volume, on the surface with clean burlap pads and sponge rubber floats. The Contractor shall remove any surplus by scraping and then rubbing with clean burlap. Finish surface shall be suitable to receive paint.

3.0.3. INSTALLATION OF MANHOLES

- A. Place base slab and manhole sections plumb and level. Coat exterior of precast structure with Bitumastic 300M or approved equal. Install heat activated, high shrink membrane, on the manhole's exterior, at each section joint and from the cast iron frame to the corbel section.

- B. During all backfilling operations, the backfill level shall be kept even on all sides of the structure. Exercise every precaution to prevent damage to, or unplanned loading of, the structures and its appurtenances.
- C. Lay clay brick in running bond. A minimum of three and a maximum of five courses shall be constructed atop each manhole corbel. Lay masonry units in full bed of mortar, with full head joints, uniformly jointed with other work. Stucco inside and out with 3/4-inch of mortar.
- D. Set cover frames and covers level without tipping, to correct elevations.
- E. Exterior surfaces of all structures shall be painted prior to the installation as specified elsewhere herein.
- F. Openings shall be sealed with non-shrink grout. No expanding grout shall be allowed.
- G. After satisfactory installation and testing, all interior concrete surfaces of the new manhole shall be seal coated in accordance with Section 2.06-A.
- H. The invert channels of the manhole shall be formed of brick or brick rubble thoroughly bedded and covered with sand-cement grout, accurately shaped to a semi-circular bottom conforming to the lower half of the connecting sewer pipe. Steep slopes outside the invert channels shall be avoided. Changes in size and grade shall be made gradually and evenly. Changes in the direction of the sewer or entering branch shall be a smooth curve with radius as long as practicable.
- I. It shall be the Contractor's responsibility to assure that the frames and covers are set to match proposed finish paving grades at the manhole locations.
- J. Gravity sewers shall connect to the manholes in accordance with Standard Details SS 7.0 and Section UC-250 "Gravity Sewer Systems".

3.0.4. ALTERNATE INSTALLATION

Installation methods given below in this Section shall only apply if permission is granted by the Engineer of Record to use the "Alternate Method of Construction" as specified elsewhere herein. All provisions of that Section shall be applied to the installation of the structures with the specific modifications as follows:

A. Excavation

Excavation shall be carried to a depth of two feet below the bottom of the base slab.

B. Special Bedding

1. Bedding shall be crushed stone or gravel meeting the requirements of ASTM Standard C33 "Concrete Aggregates", latest edition, gradation 67.

2. The bedding shall be placed in the excavation from cut bottom to the level of the bottom of the slab. Thereafter it shall be thoroughly rammed and tamped by use of a crane and weight or other means suitable to the Engineer of Record to provide a stable base for the structure. Tamping and, if necessary, additional filling shall be carried on until the Engineer of Record is satisfied that a suitably stable base has been created for the structure.

C. Backfill

1. After the structure is installed, special bedding material as specified immediately above shall be carefully hand or machine tamped around the structure up to a level of no more than eighteen inches above the water level. Thereafter the procedures and materials specified for backfill and compaction, shall be used to complete the installation.
2. During all backfilling operations the backfill level shall be kept even on all sides of the structure and the Contractor shall exercise every precaution to prevent damage to, or unplanned loading of, the structure or its appurtenances.

END OF SECTION

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. Furnish and install all labor, materials, equipment, and incidentals required to supply polypropylene, random copolymer (PP-R) concrete protective liner in the precast wet wells and manholes as required and as shown on the plans. The liner system shall be AGRU "SureGrip" PP-R Concrete Protective Liner, or approved equal polypropylene lining, as installed by U.S. Precast Corporation, Miami, Florida and Joelson-Taylor Concrete Products at Venice, FL, Deland, FL and other locations in this state.
- B. PP-R concrete protective liner shall be designed and installed by the manufacturer of the precast structure to protect the structure's interior surfaces from chemical attack and microbial corrosion, and to facilitate the prevention of ground water infiltration. A watertight seal between the ring and cover, or access hatch, and the liner, must be incorporated into the design. Additionally, the liner must be sealed at the bottom of the concrete structure's wall with a waterstop assembly thermo-welded to the wall liner, or with continuous liner coverage over the top of the base slab. All construction joints must be sealed by extrusion welding the liner seams together to form a continuous and flexible seal between structure sections.

1.0.2. SUBMITALS

- A. The contractor shall submit for review a detailed CAD shop drawings for each type of structure to be used on the project. These drawings shall detail the precast structure, per the design specified for the project, and shall show the concrete protective liner's placement on the structure's interior wall surfaces, at the construction joints, at pipe and other conduit connections, and at the adjustment area between the precast structure and the ring and cover. A manhole frame sealing system, in accordance with Section 02620, may be used in lieu of liner at the adjustment area.
- B. The contractor shall provide, upon request, detailed thermo-welding and weld testing procedures, and supply to the engineer, upon request, a copy of the liner manufacturer's certification of training for those personnel performing the welding.

PART 2 – PRODUCTS

2.0.1. PHYSICAL PROPERTIES

- A. The PP-R liner shall be free of pores, pinholes, voids and foreign bodies. All anchoring studs shall be manufactured during the extrusion process in one piece with the sheet. No welding to attach the studs to the sheet or mechanical finishing work is permitted. All welding rod, profile strips, cap strips and polyester backed transition wrapping shall be manufactured from the same resins by the same manufacturer. The liner

manufacturer shall be ISO 9001 certified.

B. The characteristic values of the raw materials shall be as follows:

PROPERTY	TEST METHOD	UNIT	STD. VALUE
Density	ASTM D 792-86	G/cm3	.898
Melt Flow Index	ASTM D 1238-88	G/10min	(190/5)
Heat Reversion	ASTM D 1637-83	%	< 2
Yield Stress	ASTM D 638-89	PSI	> 2,900
Elongation of Yield	ASTM D 638-89	%	> 10
Elongation at Break	ASTM D 638-89	%	> 50
Fire Classification	UL 94		V2
Electric Conductivity			10 ¹³
Resistances to Pull-Out	SKZ Test Directives	T/m2 T/ft2	30 3
Maximum Working Temperature		C F	90 degrees C. 194 degrees F.

2.0.2. CONFIGURATION

- C. Studded PP-R liner sheets shall have a minimum design thickness of 2 mm (.079 inches) and have a minimum of 39 wedge shaped anchoring studs per square foot of liner. Minimum stud height shall be no less than 9 mm (.39 inches) with a minimum length of 14 mm (.55 inches). Anchoring studs must be capable of resisting continuous hydraulic backpressure, to a minimum of 40 feet of hydraulic backpressure, exerted between the interior wall of the concrete structure and the anchoring stud side of the protective liner.
- D. Non-studded PP-R cap strips, used to bridge construction joints, shall have a minimum design thickness of 2 mm (.079 inches). Polyester backed non-studded PP-R transition sheets, used for the purpose of bonding PP-R to dissimilar materials, shall be attached to the PP-R sheet during the extrusion process.
- E. The lining system shall be designed to be repaired, or modified, at any time during the design life of the system.

PART 3 – EXECUTION

3.0.1. INSTALLATION

- A. The installation of the PP-R concrete protective liner into precast wet wells and manholes shall be accomplished only by a precast concrete manufacturer certified by the liner manufacture, with a minimum of five years of manufacturing experience, and

- a minimum of five years experience in the installation of corrosion resistant thermoplastic sheet liners in concrete structures. Upon request, the liner installer shall provide written certification that the installation is in accordance with the liner manufacturer's installation specifications.
- B. Placement of the liner on forms shall conform to the liner manufacturer's written instructions. All shop and field welding shall be performed only by thermoplastic extrusion welders certified by the liner manufacturer. All field thermo-welding shall additionally be performed only by confined space trained, and certified personnel.

END OF SECTION

PART 1 – GENERAL**1.0.1. SCOPE OF WORK**

- A. Work included under this Section covers the furnishing of all labor, equipment and material required for cutting, removing, protecting, constructing, replacing or stabilizing all existing roadways, driveways and pavements of the various types encountered, removed or damaged under this Contract.
- B. In addition, all existing utility castings, including valves boxes, junction boxes, handholes, pull boxes, inlets and similar structures in the areas of trench restoration, pavement replacement and pavement overlay shall be adjusted by the Contractor to bring them flush with the surface of the finished work.

1.0.2. QUALITY CONTROL

- A. The phrase "FDOT Specifications" shall refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. The FDOT Specifications, are referred to herein and are hereby made a part of this Contract to the extent of such references, and shall be as binding upon the Contract as through reproduced herein in their entirety.

1.0.3. DAMAGE BY CONTRACTOR

- A. The Contractor shall be responsible for the protection from damage from his construction operations, all pavements, including all base courses and surface courses, within the work area.
- B. Payment for pavement restoration will be made only where such base courses or surface courses are encountered within the limits defined in the pavement repair details shown on the Plans and/or in the City Standard Details at the rear of the Specifications.
- C. Any base course or surface course beyond those limits, damaged as a result of the Contractor's operation, shall be restored in accordance with the applicable requirements of these specifications, to the satisfaction of the City, and to the satisfaction of the governing authority having jurisdiction over the work area.
- D. Any damage to adjacent lanes of pavement will require the Contractor to resurface the entire lane width for a length, as approved by the City. When the damage amounts to 25 percent or more in any one block (approximately 600 feet), the Contractor shall resurface the entire width of the lane in which the damage occurred for the entire block.
- E. The Contractor is hereby notified that wherever the line for repaving for trenches extends one foot into the edge of the existing paving, he shall repave to this edge only. Full lane paving will not be required. Damage to the pavement beyond this line by the

Contractor will require that he repave the full width.

- F. In order to protect himself from being held liable for any existing damaged pavement, including detour routes, the Contractor is advised to notify in writing the authority having jurisdiction over the street where such defective pavement exists prior to proceeding with any work in the vicinity. A copy of all such notices shall be forwarded to the City.
- G. No payment shall be made for pavement restoration which falls outside the above described limits and is required for thrust blocks and other appurtenant items. The cost for such work shall be included in the price bid for the applicable item.
- H. It is brought to the Contractor's attention that wherever the line of the nominal repaving for trenches extend to within two (2) feet of the edge of the existing paving, he shall repave to this edge.

PART 2 – PRODUCTS

2.0.1. MATERIALS – GENERAL

- A. Lime rock Base shall be as specified in Section 02526 “Concrete Pavement, Curb and Walkways”.
- B. Asphaltic Pavement, Prime Coat and Tack Coat shall be as specified Section 02750 “Asphaltic Concrete Pavement”.
- C. Sand cover material shall be clean and non-plastic, and shall be composed of hard durable grains, free from loam, silt rock particles and shall not contain any sticks, vegetation, grass, roots or organic matter. Local sand meeting such requirements may be used. Sand shall be subject to approval by the City.
- D. 1:10 Mix: Sand-cement mix for backfill within state roads shall be a 1:10 mix of Type I or II Portland Cement and Sand that shall produce a slump of 4 to 6 inches.

2.0.2. BITUMINOUS PAVING MATERIAL

Asphalt cement for asphaltic concrete mixes shall be Viscosity Grade AC-20 or AC-30, homogeneous, free from water and shall meet the requirements of FDOT Specifications, Section 916-1. Unless otherwise specified, all test samples required shall be supplied by the Contractor. For friction courses, in addition to meeting the above requirements, the bituminous material shall contain 0.5% of a heat-stable, anti-stripping additive from an approved source.

- A. Asphaltic Concrete - Type S-I Mix shall meet the requirements of FDOT Specifications for Type S-I Asphaltic Concrete, Sections 330, 331 and 916 of FDOT Specifications.
- B. Asphaltic Concrete - Type I Mix shall meet the requirements of Miami-Dade County Public Works Department Specifications for Type I Asphaltic Concrete Surface Course, Section 133 of the Public Works Manual.

- C. Asphaltic Concrete - Type III Mix for asphaltic concrete wearing surface overlay, both machine laid and standard (skin patch), shall meet the requirements of FDOT Specifications for Type III Asphaltic Concrete, Section 333-1 through Section 333-6.
- D. Type V paving repairs shall consist of a machine-laid asphaltic concrete wearing surface overlay, which shall be a nominal one-inch thick asphaltic concrete, meeting the material requirements of Type I repairs. See subsection 3.07, below.
- E. Asphaltic Concrete - Type FC-1, FC-2, FC-3 and FC-4 shall meet the requirements of D.O.T Specifications for Friction Courses, Sections 337-1 through Section 337-7.
- F. Emulsified Asphalt for Slurry Seal Coat shall be of the slow-setting, mixing type and shall be homogeneous, meeting the requirements of the Asphalt Institute, Grade SS-1 or SS-1h.
- G. Liquid Asphalt for Prime and Tack Coat: See Section 02741.
- H. Liquid Asphalt for Sand and Asphalt Paving shall be asphalt cement, viscosity Grade AC-5 or emulsified asphalt, Grade RS-2 (anionic) conforming to the requirements of FDOT Specifications, Section 916-1 and 916-4, respectively.
- I. Mineral Aggregate for Slurry Seal Coat shall consist of screened sand or limestone screenings or gray granite screenings or a mixture of sand and screenings plus not less than 3%, by weight, of Type I or Type II Portland cement.

PART 3 – EXECUTION

3.0.1. INSTALLATION – GENERAL

- A. Permanent pavement repair shall be in accordance with the details shown in the Standard Details herein, with edges straight and parallel and patches rectangular in plan. Replace any paving, beyond the limits shown in the details and as called for in the specifications, as required. Where trenches are located out of the existing pavement and damage occurs to the pavement, that pavement shall also be replaced by the Contractor.
- B. Pavement markings removed or obliterated by the Contractor's operations shall be promptly replaced, in kind, to the satisfaction of the City of Opa-Locka Public Works Department.
- C. All equipment necessary for construction shall be on the job site in first class working condition. Spilling or dropping of petroleum products is prohibited and all defective equipment shall be removed or replaced immediately. The Contractor shall be subject to all DERM (Department of Environmental Resources Management) regulations and clean up requirements.
- D. The percentages of maximum density for subgrade and lime rock base specified herein are minimum. Greater percentages of maximum density shall be obtained, if so required, by the governing authority having jurisdiction over the work location.

- E. Asphaltic concrete mixtures shall be obtained only from plants which comply with the requirements of FDOT Specifications, Section 320 as applicable, using materials specified herein, and producing the specified mixture. General construction requirements for all hot bituminous mixtures specified herein shall conform to FDOT Specifications, Section 330, as applicable.
- I. Asphaltic concrete shall be laid only where the surface to be covered is intact, firm, cured and dry, and only when weather conditions are suitable. The temperature of the mixture at the time of spreading shall be within 25°F of the temperature set by the Engineer. No mixture shall be spread when the air temperature is less than 40°F nor when the spreading cannot be finished and compacted during daylight hours.
- F. Any mixture caught in transit by a sudden rain may be laid at the Contractor's risk, if the base is in suitable condition. Under no circumstances shall asphaltic material be placed while rain is falling, or when there is water on the area to be paved.
- G. Subgrade: Roadway subgrades shall be stabilized to the minimum depth shown on the drawings to a Lime rock Bearing Ratio of not less than 40. Stabilizing shall be Type B as defined in Section 160 of the FDOT Specifications. Stabilization may require the addition and thorough mixing in of crushed lime rock, coarse lime rock screenings, or any other stabilizing material acceptable to the City. The stabilizing material shall be applied in such quantity that, after mixing and blending, the subgrade will have a LBR of not less than 40. Stabilizing material shall be mixed or blended in the subgrade material by plowing, scarifying, disking, harrowing, blading and mixing with rotary tillers until the mixed materials are of uniform bearing value throughout the width and depth of the layer being processed.
- H. At least three density determinations shall be made on each day's final compaction operations on each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the City.
- I. Lime rock Base: The lime rock base shall be constructed in accordance with Sections 200 and 911 of the FDOT Specifications, to the thickness and width indicated on the drawings.
- J. After spreading of the base material is completed, the entire surface shall be scarified and shaped so as to produce the exact grade and cross section after compaction. For double course base, this scarifying shall extend a depth sufficient to penetrate slightly the surface of the first course. The maximum depth of each lift shall be 8-inches.
- K. When the material does not have the proper moisture content to ensure the required density, wetting or drying shall be required. If the material is deficient in moisture, water will be added and uniformly mixed in by disking the base course to its full depth. If the material contains an excess of moisture, it shall be allowed to dry before being compacted. As soon as proper conditions of moisture are attained, the material shall be compacted to an average density not less than 98 percent maximum density as determined in more than one course, the density shall be obtained in each lift of the base.
- L. During final compacting operations, if blading of any areas is necessary to obtain the

true grade and cross section, the compacting operations for such areas shall be completed prior to making the density determination on the finished base.

- M. Unless otherwise directed by the Engineer of Record, the surface shall be "hard-planed" with a blade grader immediately prior to the application of the prime coat to remove the thin glaze or cemented surface and to allow free penetration of the prime material. The materials planed from the base shall be removed from the base area.
- N. If cracks or checks appear in the base, either before or after priming, which in the opinion of the City, would impair the structural efficiency of the base course, the Contractor shall remove such cracks or checks by rescarifying, reshaping, adding base material where necessary and recompacting.
- O. Mixing Base and Subgrade: If at any time the subgrade material shall become mixed with the base course material, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.
- P. Asphaltic Concrete: The spreading, compacting and jointing the wearing surface shall be in accordance with Sections 330 and 331 of the FDOT Specifications to the thickness indicated on the drawings.

3.0.2. TEMPORARY PAVING

- A. Prior to commencing excavation, the asphalt surface shall be saw-cut within the limits of the allowable trench width. Temporary paving will be required along the entire route where the original paved surface is removed. Unless otherwise approved by the City, temporary paving shall be placed the same day the trench is backfilled. The trench shall be backfilled up to a level 1 inch below the existing pavement surface and a temporary, cold mixed sand/asphalt pavement shall be constructed up to the level of the existing pavement surface. The liquid asphalt shall be Grade RC-70, conforming to the requirements of FDOT Specifications, Section 916-2. The sand shall conform to the requirements of FDOT Specifications, Section 902.3 for fine aggregate.
- B. The cold mix is to be installed one block at a time, not crossing any intersection, or a maximum of 1,200 feet shall be completed before the Contractor may move forward with his excavation work. Backfill, compaction and temporary paving is to keep pace with the pipe installation. Written permission must be obtained from the City permitting the work to allow greater lengths than 1,200 feet. Permitting agencies may reduce the allowable limits in their permit, or for other unforeseen right-of-way conditions.
- C. Prior to completion of the work and within a maximum of 30 calendar days, the Contractor shall remove the 1 inch of cold mix and surplus backfill. The Contractor shall replace it with the specified compacted lime rock base course and asphaltic within the specified working limits. Municipal agencies permitting this work may accelerate the time for removal of the cold mix, at their discretion.

- D. The temporary pavement shall be maintained by the Contractor in a condition satisfactory to the City until its removal. Removal shall include any surplus backfill material. Replacement of the temporary pavement with permanent pavement shall be made within 30 days. In replacing the temporary paving with permanent pavement, all work shall be completed in sections compatible with specified traffic maintenance procedures.
- E. The Contractor may elect to install a suitable temporary hot mix asphaltic pavement, to be left in-place, in lieu of cold mix, when the hot mix asphalt is left in-place and installed over properly compacted lime rock base course. This temporary pavement shall be incorporated into the specified permanent pavement restoration as part of Type I paving restoration.
- F. Sand seal on the lime rock base course will not be permitted in lieu of temporary paving.
- G. Unless otherwise approved by the City, temporary paving, shall be placed within twenty-four hours following the completion of backfilling.

3.0.3. TYPE I PAVING REPAIR (LIMEROCK BASE - ASPHALTIC CONCRETE SURFACE)

- A. Type I paving repairs shall be made with an 8-inch thick compacted lime rock base and a minimum 1-inch thick asphaltic concrete surface, as detailed in the Standard Details. On Public Works roads asphaltic concrete shall have a compacted thickness of 2-inch, placed in a minimum of two (2) compacted 1-inch lifts.
- B. Limerock for pavement base shall be Miami limerock obtained from local sources where the overburden was removed from the pits prior to mining operations. The limerock shall comply with the requirements of FDOT Specifications, Section 911.
- C. The backfill previously placed and compacted shall be excavated to the required depth below the existing road surface and the existing paving shall be cut back beyond all excavations, using an abrasive disc saw to trim the edges to straight and true lines, minimum width for the lime rock base shall be equal to the trench width plus 2 feet. Eight inches of lime rock base shall be placed in two layers, each layer compacted to not less than ninety-eight percent (98%) density in accordance with Section 200 of FDOT Specifications. During rolling, the base shall be wetted down, as necessary, to secure the greatest possible compaction. After rolling, the entire surface of the base shall be thoroughly scarified to a depth of not less than 3 inches and shaped to conform to and be parallel with the existing surface, then watered and rolled again. Rolling and watering shall continue until the entire depth of the base is bonded and compacted into an unyielding mass.
- D. If at any time the subgrade material becomes mixed with the lime rock base course materials, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean rock which shall be watered and rolled until satisfactorily compacted.
- E. After the lime rock base course has been properly prepared and is dry and ready to receive the wearing surface, a tack coat of emulsified asphalt, in accordance with

Section 02741, shall be applied at a rate of 0.10 gallon per square yard, immediately followed by the asphaltic concrete. The tack coat shall be applied to the entire lime rock base uniformly, and shall thoroughly coat all surfaced. Care shall be taken to tack coat and bond the edge of surrounding pavement.

- F. The asphaltic concrete shall be plant mixed, using the best grade of local aggregates of approved size and gradation and mixed with an approved binder and conforming to either the State of Florida Department of Transportation Specifications, Type S-1 Asphaltic Concrete, Sections 330, 331 and 916 of FDOT Specifications, or Miami Dade County Public Works Type I, as ordered by the Engineer of Record.
- G. Where the width of the repair permits, the asphaltic concrete plant mix material shall be placed by means of an approved mechanical spreader and finisher. The mixture shall be compacted to true grade and cross section by means of a tandem roller weighing not less than eight tons. The compacted asphaltic concrete mixture shall not be, in any case, less than one inch in thickness. Rolling shall proceed as closely behind the spreader as possible and all material shall be completely compacted the same day it is placed. The minimum width of the wearing surface shall be the same as the base.

3.0.4. TYPE IV PAVING REPAIRS (CONCRETE SLAB – RIGID PAVEMENT)

- A. Type IV repairs will be used when the restoration work falls within the limits of existing rigid pavement.
- B. Paving repairs shall be similar to Type III paving repairs except that No. 4 reinforcing steel bars spaced 12 inches on centers both ways shall be substituted for the mesh reinforcement, and the slab shall be 8 inches thick instead of 6 inches, with the top of the concrete matching the elevation and finish of the existing pavement. The asphaltic concrete surface course is not required.

3.0.5. TYPE V PAVING REPAIRS (ASPHALTIC CONCRETE WEARING SURFACE OVERLAY)

- A. Type V paving repairs shall be made where noted on the plans and/or as ordered by the Engineer or Record. Type V paving repairs shall consist of a machine-laid asphaltic concrete wearing surface overlay, which shall be a nominal one-inch thick asphaltic concrete, meeting the material requirements of Type I repairs, as specified hereinabove. As used herein, "overlay" shall mean Type V paving repairs. A special wearing surface may be substituted, if required.
- B. In general, the overlay shall be applied in a full lane width or widths, after the permanent paving repairs over the trench have been made. Type V is usually in addition to required Type I repairs. Since the quantity of Type V repairs that may be required is usually unknown until pavement restoration work begins, Type V repairs may be established in the Proposal on a contingent basis.
- C. All longitudinal and transverse asphalt replacement overlay wearing surfaces shall butt into adjacent existing asphalt wearing surfaces in full lane asphaltic pavement restoration. The finish elevation of the new full lane overlay shall meet existing elevations adjacent to the new work.

- D. The existing asphaltic concrete surface shall be saw cut for its full depth or 1-inch minimum, and then stripped back for at least 2 feet into the area to be overlaid to a second cut which shall also be in clean straight lines. The second, or interior, cut edge shall be rolled with a tandem roller weighing not less than 8 tons before the overlay is applied. The stripped area shall be used to provide a smooth transition or "feather" area between the overlay and the existing pavement. Before placing the overlay, all cut edges and the surface of the stripped area shall be tack coated with emulsified asphalt as specified herein below.
- E. If the Contractor requests in writing to "feather" the longitudinal edge, and if written permission is granted to "feather" the asphalt by the City a sanded mix of 70-30 type shall be used. "Feathering" shall begin 18 inches from the tapered edge.
- F. Prior to installing a full lane width overlay over existing asphaltic pavement the trench and shoulders over the pipe shall be sawcut and filled with asphaltic concrete to the required depth, terminating flush with the existing adjacent asphalt in accordance with the municipality having jurisdiction over the work for Types I, II or M. Type V overlay will be installed as detailed above.
- G. When a minor amount of asphalt surface will remain, generally with large pipe installations, after the pipe has been installed and the required longitudinal saw cutting of the asphaltic pavement completed, the Contractor may request permission to remove all the asphalt in the lane, by saw cutting the asphalt adjacent to the existing lane, then placing the Type V overlay flush with the adjacent asphalt. This would require that the Type I, II or M finish elevation be lowered 1 inch to allow for the Type V overlay.
- H. Before the overlay is applied, existing surfaces shall be swept clean of all dirt and debris, using a power driven broom if warranted by the size of the location to be overlaid and/or as ordered by the City. Pavement edges shall be cleared of all encroaching vegetation, loose sand, rock and all other foreign matter. When the existing surface is thoroughly clean, a tack coat of Emulsified Asphalt Grade RS-2 (anionic) shall be applied at the rate of approximately 0.10 gallon per square yard, immediately followed by the asphaltic concrete overlay.
- I. Machine-laid overlay shall be placed by means of an approved mechanical spreader and finisher, and the mixture shall be compacted to true grade and cross section by means of a tandem roller weighing not less than 8 tons.
- J. The compacted overlay shall be thicker as required to produce a smooth uniform surface free of any irregularities but shall not be less than one inch in thickness. Existing depressed areas in the asphaltic pavement, which could collect water after a rainfall shall be corrected before placing the asphaltic overlay. Rolling shall proceed as close behind the spreading of the asphaltic overlay as possible, and all materials shall be completely compacted the same day it is placed.

3.0.6. SLURRY SEAL COAT

- A. Slurry-seal repairs shall be made where ordered by the Engineer of Record or the City.

- B. Before any material is laid, the existing surface shall be cleaned with brooms or power blowers. Vegetation which has overgrown the edges shall be removed. All cracks, potholes and depressions shall be brought up to grade with bituminous concrete skin patching.
- C. A tack coat, if required, shall consist of emulsified asphalt SS-1h, diluted with 3 parts of water, sprayed and squeegeed or broomed at a rate of 0.1 to 0.2 gallons per square yard.
- D. A minimum thickness of 1/8-inch to a maximum of 1/4-inch of slurry mix shall be spread by a drag distributor at a maximum rate of 180 feet per minute. Any ridges or surplus material shall be smoothed by hand squeegee. The pavement shall be kept damp with a fog spray just ahead of the machine.
- E. A second coat shall not be applied to, nor traffic permitted to drive upon, the first application until it has thoroughly dried. (A dry condition is such that an automobile tire track does not show after driving on the surface).

3.0.7. ASPHALT COLD MILLING

- A. Cold milling of the existing pavement for a 1-inch depth shall be done by using an automated pavement planer capable of maintaining an accurate depth. Cold milling equipment shall meet the approval of the Engineer and the governing agency having jurisdiction at the location of the pavement milling operation. The Engineer's word as to the acceptability of the equipment shall be final
- B. After the pavement has been milled and the existing pavement removed, a tack coat shall be applied as specified above.
- C. The required width of 1-inch thick asphaltic concrete wearing surface of the specified wearing course shall be applied in accordance with the above specifications.
- D. The Contractor shall perform asphalt cold milling where called for on the plans or as required for a complete installation, when approved or requested by the City. Cold milling shall be done using an automated pavement planer capable of maintaining an accurate depth. Cold milling equipment shall meet the approval of the City and governing agency having jurisdiction at the location of the pavement milling operation. All charges for maintenance of traffic, transportation of personnel, equipment and other mobilization charges shall be considered as incidental to the cold milling operation.
- E. Cold asphalt milling shall be provided to improve the rideability of the finished pavement, lower the finished grade adjacent to an existing curb prior to resurfacing or to completely remove existing pavement. The overall length of the milling machine (excluding the conveyor) shall be a minimum of 18 feet, and having a minimum cutting width of six feet. The milling operation shall be operated to effectively minimize the amount of dust being emitted from the machine. Prewetting of the pavement may be required. In areas where milling is to be performed around the City utility structures such as manholes, valve boxes etc., proper caution shall be taken as not to damage any of the structures. Saw-cutting of the concrete surrounding the structure and using

a pick or other means so as not to disturb the structure shall be employed to prevent any damage. Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a power broom or other approved equipment to remove to the greatest extent practicable, the fine material which will dust under traffic. This operation shall be conducted in a manner so as to minimize the potential for creating a traffic hazard and to minimize air pollution.

- F. The milling operation shall be continuous so as to complete each site without any delays. All milling operations shall be coordinated by the City Inspector.
- G. Traffic maintenance charges shall include the installation and maintenance of all traffic control and safety devices, in accordance with specifications outlined in the Dade County Public Works Manual. In addition, the Contractor shall provide all barricades, flashing warning lights and/or arrow boards necessary to maintain safety and warn motorists of the construction.

3.0.8. REPAIR OF DAMAGED PAVEMENT

- A. All damage to pavement by the Contractor as a result of Work under this project shall comply with "DAMAGE BY CONTRACTOR", above, and shall be repaired in a manner satisfactory to the City. The repair shall include the preparation of the subgrade, the placing and compacting of the lime rock base, the priming of the base, the placing and maintaining of the surface treatment, all as specified herein.
- B. The width of all repairs within the work area shall extend at least 12 inches beyond the limit of the damage. The edge of the pavement to be left in place shall be cut to a true edge with a saw or other acceptable method so as to provide a clean edge to abut the repair. The line of the repair shall be uniform with no irregularities. Repair of damage by the Contractor beyond the work area shall be approved by the governing agencies having jurisdiction over the work prior to commencing the work.

3.0.9. CONCRETE PAVEMENT REPAIR

- A. This type of repair shall be made only on Florida Department of Transportation roadways when the original pavement is concrete.
- B. The existing pavement shall be saw cut in straight lines as outlined by the City at the location of the replacement. The pavement shall be removed and the fill shall be mechanically compacted to 98% of the maximum density obtainable as determined by AASHTO Standard T-180. The fill in the trench and shoulders shall be brought to a depth equal to the thickness of the existing concrete pavement, but not less than 8 inches in any case. The opening thus formed, shall be filled with concrete having a design strength of 5,000 psi and made with High Early Strength Cement. The concrete slab shall be reinforced with ½ inch steel reinforcing rods, 12 inches on center each way, placed 2 inches above the bottom of the slab. The surface of the slab shall be struck off with a screed and finished with a wood float and brush to conform to the grade and finish of the existing pavement. Apply liquid curing compound after initial set. The Contractor shall provide adequate means to protect the slab until it has cured sufficiently to withstand vehicular traffic without spalling or breaking apart. Construction joints and expansion joints in the original pavement shall be reproduced

in the repair with matching materials.

END OF SECTION

PART 1 – GENERAL**1.0.1. SCOPE OF WORK**

This section consists of pavement markings and traffic signs on the Drawings, specified herein and as required for a complete installation.

1.0.2. QUALITY ASSURANCE

- A. The phrase "DOT Specifications" shall refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. The DOT Specifications, are referred to herein and are hereby made a part of this Contract to the extent of such references, and shall be as binding upon the Contract as though reproduced herein in their entirety.
- B. Pavement markings for this Project shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. Pavement markings removed or obliterated by the Contractor's operations shall be promptly replaced in kind to the satisfaction of the Dade County Department of Public Works, Traffic Engineering Division, or other authority having jurisdiction over the work area.

1.0.3. CERTIFICATION

The Contractor shall furnish the manufacturer's certification that all signs furnished conform to these specifications and shall replace or repair at his expense all signs that fail to meet this requirement.

PART 2 – PRODUCTS**2.0.1. PAVEMENT MARKING**

Paint for pavement strips shall be as specified in Part 3, Execution

2.0.2. REFLECTIVE MARKERS

Reflective markers shall be installed in the pavement in accordance with OSHA, DOT and Dade County Public Works requirements.

2.0.3. TRAFFIC SIGNS

- A. General: Traffic regulating signs shall conform to the colors, dimensions and requirements of the Manual on Uniform Traffic Control Devices (ANSI) and displaying the lettering and symbols indicated on the Drawings.

- B. Sign Panels and Support Members: Sign panels and support members shall conform to Aluminum Association Alloy 6061-T6.
- C. Bolts: Bolts shall conform to Aluminum Association Alloy 2024-T4 with an anodic coating 0.0002-inches thick minimum and chromate sealed.
- D. Nuts: Nuts shall conform to Aluminum Association Alloy 6269-T9.
- E. Reflective Sheeting: Reflective sheeting shall conform to DOT Type A requirements.
- F. Construction Warning Signs: The CONTRACTOR shall install traffic and warning signs during construction in accordance with OSHA, DOT and Dade County Public Works requirements.

PART 3 – EXECUTION

3.0.1. TRAFFIC PAINT

- A. This type of pavement painting shall be used where no thermoplastic paint is required or as temporary paint during the time required for paving "cure" prior to application of thermoplastic paint markings.
- B. Traffic paint used for this work shall conform with the requirements of Section 971-12 of the Florida Department of Transportation Standard Specifications for Road and bridge Construction, or, at the Contractor's option, fast dry traffic paint, as specified in D.O.T. Specifications, Section 971-13, may be used.
- C. The colors of the paint shall be yellow or white, as existed before the repair.
- D. All equipment shall be of a type and design which will readily produce the required uniformity of application of the stripes, both as to thickness of coating and alignment. The paint machine shall be of the spray type, capable of spraying the paint to the required "spread" without thinning of the paint. The paint tank shall be equipped with a mechanical agitator. The nozzle shall have cut-off valves which will apply broken or "skip" lines automatically. Each nozzle shall also be provided with suitable line guides, either metallic shrouds or air blasts.
- E. Painting shall be done only during daylight hours and, as far as practicable, shall be terminated in time to permit sufficient drying by sunset. No paint shall be applied when moisture is present on the surface to be painted or when the air temperature is below 40 degrees F. Painting shall not be done when winds are sufficient to cause spray dust.
- F. The surface which is to be painted shall be cleaned by compressed air or other effective means, immediately before the start of painting, and shall be clean and dry when the paint is applied. Any vegetation or soil shall be removed from the pavement before edge striping is begun.

- G. The paint shall be thoroughly mixed before it is poured into the painting machine and no thinning of the paint will be allowed at any time. Before the start of each day's work, the paint container, the connections, and the spray nozzles on the machine shall be thoroughly cleaned with paint thinner or other suitable cleaner.
- H. The traffic stripe shall be of the specified width, with clean, true edges and without sharp breaks in the alignment. A uniform coating of paint shall be obtained and the finished stripe shall contain no light spots or paint skips. Any stripes which do not have a uniform, satisfactory appearance, both day and night, shall be corrected.
- I. All newly painted stripes, including edge stripes, shall be protected until the paint is sufficiently dry to permit vehicles to cross the stripe without damage from the tires. While the center line stripes are being painted, all traffic shall be routed away from the painting operations and the newly painted stripe. When necessary, a pilot car shall be used to protect the painting operations from traffic interference.
- J. Any portions of the stripes damaged by passing traffic or from other causes shall be repainted.
- K. Paint for temporary pavement markings shall also be used where thermoplastic markings are to be applied after the asphaltic concrete has "cured." The cure time shall be based on thermoplastic manufacturer's recommendations. However, in accordance with FDOT requirements, asphalt shall have been in place for 30 days before application of thermoplastic stripe.

3.0.2. THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS

- A. Thermoplastic pavement markings, including stripes, pavement messages, stop bars, directional arrows, reflective pavement markers and other miscellaneous items, shall be replaced as existed before the repair was made. The thermoplastic compound shall be extruded or sprayed onto the pavement surface in a molten state by mechanical means, with surface application of glass spheres, when required. Upon cooling to ambient pavement temperature, the compound shall produce an adherent pavement marking of specified thickness and width and capable of resisting deformation.
- B. The colors of the compound shall be white or yellow, as existed before the repair.
- C. Where thermoplastic markings are to be applied to concrete pavement, a sealing primer, as specified in F.D.O.T. Specifications Section 711-2.2, shall be applied in advance of the placing of the stripes.
- D. The thermoplastic shall be applied to the pavement utilizing either extrusion or spray application equipment. The application equipment shall be so constructed as to provide continuous mixing and agitation of the material. Conveying parts of the equipment between the main material reservoir and the shaping die or gun shall be so constructed as to prevent accumulation and clogging. The equipment shall be

constructed so that all mixing and conveying parts up to and including the shaping die or gun, maintain the material at the plastic temperature with heat transfer oil or electrical element controlled heat. Direct fire heat transfer will not be allowed.

- E. The application equipment shall be so constructed as to insure continuous uniformity in the dimensions of the stripe. The applicator shall provide a means for cleanly cutting off square stripe ends and shall provide a method of applying "skip" lines. The use of pans, aprons, or similar appliances which the die overruns will not be permitted.
- F. Glass spheres applied to the surface of the completed stripe shall be applied by an automatic bead dispenser attached to the striping machine in such a manner that the beads are dispensed almost instantaneously upon the installed line.
- G. Special kettle(s) shall be provided for melting and heating the thermoplastic material. The kettle(s) shall be equipped with automatic thermostatic control devices to provide uniform temperature control and prevent overheating of the material. The applicator and kettle(s) shall be equipped and arranged as to satisfy the requirements of the National Fire Underwriters, the State of Florida, Dade County and any municipal authority applicable to where the work is being done.
- H. Applicators shall be mobile and maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. The applicator equipment to be used on roadway installations shall consist of either hand equipment or truck mounted units depending on the type of marking required.
- I. The hand applicator equipment shall be insulated, have sufficient capacity to hold 150 pounds of molten material, and be sufficiently maneuverable to install crosswalks; lane, edge and center lines; arrows and legends.
- J. The truck mounted unit for lane, edge and center lines shall consist of a mobile self-contained unit carrying its own material capable of operating at a minimum speed of five miles per hour while installing striping.
- K. Application time, weather limitations and surface preparation shall be in accordance with F.D.O.T. Specifications Sections 710-4, 710-5 and 710-8. In accordance with FDOT requirements, asphalt shall have been in place for 30 days before application of thermoplastic stripe.
- L. The material, when formed into traffic stripes or other markings, shall be readily renewable by placing an overlay of new material directly over an old line of compatible material in such a manner that no splitting or separation takes place.
- M. The application temperature shall be within the range specified by the manufacturer of the thermoplastic compound being used.
- N. All pavement edge lines, gore, island and diagonal strip markings, bike lane symbols and messages, wherever located, shall have a minimum thickness of 0.060 inch at the

edges and a maximum thickness of 0.120 inch at the center. A minimum average film thickness of 0.060 inch shall be maintained. All lane lines, center lines, transverse markings (except shoulder markings) and pavement markings within traffic wearing area (such as dotted turning guide lines) shall have a minimum thickness of 0.090 inch at the edges and a maximum thickness of 0.188 inch at the center. A minimum average film thickness of 0.090 shall be maintained. All thickness measurements shall be an average in any three foot length.

- O. The glass sphere top coating shall be applied by a type of glass sphere dispenser or gun which will embed the spheres into the line surface to at least one-half their diameter. The glass sphere top coating shall not incur more than a 10 percent loss during the first 30 days of traffic exposure.
- P. Reflective pavement markers shall be installed as they existed before the repair. They shall be replaced with the appropriate color or colors and oriented in the correct direction as specified in Section 706 of the F.D.O.T. Specifications. Paving markings for this Project shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, as revised by the governing agency.

3.0.3. FABRICATION

Preparation of sign blanks and fabrication of reflectorized faces shall conform to the applicable requirements of DOT Sections 700-4 and 700-5.

END OF SECTION

PART 1 – GENERAL**1.0.1. SCOPE OF WORK**

- A. These Specifications shall govern the design, materials and installation requirements of the Department for gravity sanitary sewer systems constructed in its service area when using Poly (Vinyl Chloride)(PVC) pipe and fittings. "PVC" shall mean Poly (Vinyl Chloride) as it relates to pipe and fittings.
- B. This Specification does not purport to cover all material or installation procedures which may be required, whether by the nature of the proposed work, or by the Department, or by other regulatory agencies.
- C. It is intent of the Department to obtain a complete and working installation under this project, and any items of labor, equipment or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the Plans or stated herein.

1.0.2. QUALITY ASSURANCE

- A. All material and installation shall be in accordance with the Department's Design and Construction Standard Specifications and Details.
- B. The material and installation for this project shall be in full compliance with all applicable standards listed in Section 01090, "Reference Standards"

1.0.3. DEFINITIONS

See Section 01005, "Defined Terms"

1.0.4. PROJECT APPROVAL

The approval of the Department shall be secured, in accordance with Section 17005, prior to any construction related activity.

1.0.5. SPECIAL CONDITIONS

The work shall proceed in accordance with the following specification sections, bound herein:

- A. Section 01011 - Site Conditions
- B. Section 01016 - Safety Requirements and Protection of Property
- C. Section 01031 - Grades, Lines and Levels
- D. Section 01100 - Special Project Procedures
- E. Section 01750 - Maintenance of Traffic and Public Streets

1.0.6. DESIGN REQUIREMENTS

A. GENERAL

1. Gravity sanitary sewer systems shall be designed in accordance with the State of Florida Department of Environmental Protection (DEP) Rules, Chapter 62-604 for Wastewater Facilities, with OSHA requirements and with the "Florida State Board Health Sewage Guide" and the recommendations of Chapter 12 of the ASCE Manual No. 37, "Sewer Design and Construction", except as otherwise provided herein. Wet wells and manholes shall be classified as hazardous areas, Class 1, Division 2, Group C.
2. In addition, systems shall be designed in accordance with the requirements of the Miami-Dade County Department of Environmental Resource Management (DERM), the requirements of the latest edition of the South Florida Building Code and the Miami-Dade Water and Sewer Department Standards and Specifications.
3. The use of PVC pipe or AWWA C900 PVC pipe within a public water supply wellfield cone of influence or in areas zoned industrial or commercial shall be as stated under "Tightness Standards" in Section UC-370.
4. Manhole to manhole runs shall be kept in the range of no more than 400 feet without permission.
5. Slope shall be such as to maintain two feet per second minimum velocity when running full or half full when calculated using the Manning Equation with a roughness coefficient of .013.
6. Minimum slope for terminal runs shall be 0.40 percent for eight inch pipe. This slope shall be maintained for a minimum of 300 feet and longer if loading is abnormally light.
7. Design shall be performed by experienced personnel who have previously designed sewerage collection systems in Miami-Dade County. Proof of experience shall be provided if required by the Department. All design work submitted for approval shall be signed, sealed and dated by a registered professional engineer licensed to practice in the State of Florida.
8. The Department reserves the right request complete design calculations, which shall be submitted and shall be in a format easily read.
9. Design shall be conservative with sufficient peaking and infiltration factors included. Absolute minimum slopes shall not be used since minor field construction variations will reduce slopes and give actual velocity of less than two feet per second.

10. The Department reserves the absolute right to require greater slopes, higher peaking or infiltration factors if this is considered necessary upon review of design. The design/build firm shall conform with any such requirements and supply said design and construct same at no extra cost to the County.

11. The use of PVC pipe and fittings will only be permitted for gravity sanitary sewers (and service laterals) 15-inches in diameter and smaller.

1.0.7. PERMITS, INSPECTIONS AND FEES

- A. The Contractor shall obtain and pay for all permits, official inspections and all other fees in accordance with Section 01740, "Permits".
- B. Inspection by Department personnel is required in addition to, not in lieu of, municipal and County department inspections (if any).
- C. No installation will be accepted until it has passed all inspections, including pavement installation or replacement.

1.0.8. PRECONSTRUCTION CONFERENCE

Prior to commencement of the work, the Contractor shall attend a "Preconstruction Conference" in accordance with Section 01150, "Preconstruction Conference".

1.0.9. SUBMITTALS

- A. The Contractor shall furnish "As-Builts" in accordance with Section 01725. Project Record Documents shall be submitted in accordance with Section 01720. The Contractor shall submit operating and maintenance instructions and all other submittals in accordance with Section 01730.
- B. Where the Specifications require test certification or certification that certain products or material furnished are as specified, the Contractor shall deliver such certification to the Department. No material or equipment shall be approved for use in the work until individual certification has been received.

1.0.10. SAFETY REQUIREMENTS

- A. The Contractor shall be in compliance with all applicable provisions of the Occupational Safety and Health Act of 1970, in general, and any subsequent amendments and revisions thereto and specifically to the provisions concerning confined space entry.
- B. The Contractor's personnel will be in the vicinity of raw sewage. For his own protection, as well as for his employees, he shall check with Metropolitan Dade County Health Department, and based upon their recommendation, shall have his personnel properly immunized against disease.

- C. Under this project, personnel may be required to enter the existing manholes/sewers to perform certain items of work. Before entering, the Contractor shall be in compliance with Dade County Manhole Ordinance No. 83-3 (which mandates, in part, that above-ground safety personnel shall be on duty at all times when someone enters or works in a manhole/sewer and the air within a manhole / sewer shall be tested with a combination oxygen deficiency meter-explosion meter to determine oxygen content and explosion potential). A test for the presence of hydrogen sulfide shall also be performed. The work area must be ventilated mechanically by the use of an air blower, before entry and during occupancy, to insure that an adequate quantity of oxygen is supplied to the work area.
- D. The Contractor shall conduct his operations in such a manner, utilizing warning devices such as traffic cones, barricades and warning lights, and personnel such as flagmen and uniformed police officers, that the public is given adequate warning of hazards of the work site as may be deemed necessary by the authority having jurisdiction and/or the Department. See Section 01750, "Maintenance of Traffic and Public Streets."
- E. In the instance of men working within the manholes, the Contractor shall provide safety provisions to cover any possible consequences of structural failure and/or flooding. Such provisions might take the form of, but not be limited to, ladders in position to permit rapid egress; safety harnesses ; stand-by pumping equipment; extra air supplies; and such other measures as the situation and good construction practices might indicate.
- F. Certain products specified in these Specifications contain warnings by the manufacturers that under certain conditions, if instructions for use of the product are not followed, a hazardous condition may exist. It is the Contractor's responsibility to instruct his workmen in the safe use of the product, or any product substitution.

PART 2 – PRODUCTS

2.0.1. GENERAL

- A. All material for use in the Project shall be new and of recent domestic manufacture and shall be the products of reliable manufacturers or suppliers who, unless otherwise specified, have been regularly engaged in the manufacture of such materials and equipment for at least five (5) years.
- B. All fittings and components shall, wherever possible, be standard stock articles of well known manufacturers.
- C. Where the Specifications designate the products of a particular manufacturer, the product specified has been found suitable for the intended use, but, unless otherwise provided, articles or products of similar characteristics may be offered for the approval of the Department, upon approval by the Engineer of Record.

- D. Copies of complete descriptive data shall be furnished regarding all material, consisting of dimension drawings, catalog references and other information necessary to clearly identify each article.
- E. When substitutions are permitted, the Contractor shall make all necessary changes in adjacent or connected structures and equipment, at his expense.
- F. Unless otherwise specified, all steel bolts, nuts, washers and all other miscellaneous ferrous metal items (except cast iron) furnished by the Contractor shall be hot-dip galvanized in accordance with ASTM A386, "Zinc Coating (Hot-Dip) on Assembled Steel Products" and ASTM A385, Providing High-Quality Zinc Coatings (Hot-Dip)". Where the word "galvanized" or its abbreviation is used on the Plans or in the Specifications, it shall mean hot-dip galvanized. Fabricated items shall be hot-dip galvanized after fabrication. Internal threads shall be tapped or re-tapped after galvanizing.
- G. Where miscellaneous materials are required for a complete installation the Contractor shall provide such materials in conformance with Section 15065, "Miscellaneous Material".
- H. H. See Section 01100 for water used in construction

2.0.2. CASTINGS

A. GENERAL

- 1. Material used in the manufacture of the castings shall conform to ASTM A48, "Gray Iron Castings", for Class 30 iron. Manhole and valve box covers shall have a roadway or pedestrian type surface as required by location, and shall be non-rocking.
- 2. Castings shall be in compliance with Section 05550. Castings shall be as manufactured by U.S.F. Fabrication, Inc., Neenah Foundry, or approved equal.
- 3. Castings shall be delivered unpainted with a shotblasted finish.

B. MANHOLE FRAMES AND COVERS

Manhole covers and frames shall be Department Type "A" U.S.F.&F No. 310 as manufactured by U.S.F. Fabricating, Inc., Hialeah, Florida, or approved equal. The covers shall be cast labeled "SANITARY SEWER".

2.0.3. BRICK

- A. Clay Brick: Bricks for manhole construction shall be dense, hard burned, common clay brick conforming to ASTM Standard C62, "Building Brick (Solid Masonry Units made from Clay or Shale)".
- B. Concrete Brick: Concrete bricks shall conform to ASTM Standard C55, "Concrete Building Brick".
- C. All bricks shall have true edges and sharp corners and shall have been cured for at least 14 days before being placed.

2.0.4. CONCRETE, MORTAR AND GROUT

See Section 17033, " Concrete, Mortar and Grout (Short)"

2.0.5. EMBEDMENT MATERIAL

Embedment material, for bedding, haunching and initial backfill, shall conform with the requirements of Section UC-300 "Gravity Sewer Pipe Foundation"

2.0.6. MANHOLE

- A. Shallow manholes shall be constructed of brick or precast concrete. All other manholes shall be constructed of precast concrete. See Section 02536, "Precast Manholes & Covers"
- B. Castings for manhole frames, covers and other items shall conform to Subsection 2.02, above. Casting patterns shall conform to those designated in the Miami-Dade Water and Sewer Standard Details.
- C. Concrete shall conform to Section 17033.
- D. Brick for manhole construction shall be clay brick, in accordance with Subsection 2.03, above.
- E. Cement mortar for manhole construction shall conform to Section 17033. It shall be mixed dry and then wetted to proper consistency for use. No mortars that have stood for more than one hour shall be used. Brick manholes shall be coated with 3/4-inch thickness of mortar both inside and outside.
- F. The invert channels shall be formed of brick or brick rubble thoroughly bedded and covered with sand-cement grout, accurately shaped to a semicircular bottom conforming to the inside of the adjacent sewer section. Steep slopes outside the invert channels shall be avoided. Changes in size and grade shall be made gradually and evenly. Changes in the direction of the sewer or entering branch shall be a smooth curve with radius as long as practical.

G. Frames and covers shall be set accurately to grade with a minimum of 3 and a maximum of 5 courses of brick provided as a leveling course. It shall be the Contractor's responsibility to assure that the frames and covers are set to match existing and/or proposed finish paving grades at the manhole locations.

H. For PVC Sewers:

1. The first joint at both influent and effluent sewers at each manhole, including service laterals, shall consist of an approved manhole coupling grouted into the manhole wall, and providing a continuous watertight elastomeric gasket seal between the coupling and the pipe inserted therein. The coupling shall have an increasing tapered interior from the gasket groove to allow flexibility for the pipe in the event of future settlement of the manhole or pipeline.
2. The first length of PVC pipe into or out of the manhole shall be 2-feet long, maximum, and shall be either plain-end by plain-end, or plain-end by bell. In the first option, the next joint shall be a double bell PVC repair coupling (no stop) with a maximum 1-inch gap between the pipes inserted therein. In the latter option, the next joint shall be another 2-foot long section, maximum, of plain-end by bell PVC pipe.

I. Where shown on the drawings, the Contractor shall provide stub-outs for future extensions. Both ends of all such stubouts shall be closed with specified PVC plugs.

J. Precast manholes shall conform to Section 02536, "Precast Manholes & Covers". In precast concrete manholes, holes for sewer line connections, with a diameter equal to the outside diameter of the connecting sewer plus an additional four inches (4"), shall be formed in the manhole walls. No cutting or chipping at pre-formed holes, or cutting additional holes in precast concrete walls will be allowed.

K. A minimum of three to a maximum of five courses of brick shall be constructed atop each manhole corbel.

L. Prior to acceptance of manhole, the Contractor shall verify that he has installed required manhole accessories and coating/lining (See Section 02536)

2.0.7. POLY (VINYL CHLORIDE) PIPE

Pipe for use in gravity sewer systems shall be Vitrified Clay, Ductile Iron with polyethylene or ceramic epoxy (Protector 401) lined, PVC SDR 35, or AWWA C900, C905 PVC as shown on the plans or called out elsewhere herein. For further information on these types of pipe, see Section 15060, "Piping and Fittings".

2.0.8. REINFORCING STEEL

A. Bar reinforcement for concrete structures shall conform to the requirements of ASTM Standard A615 "Deformed and Plain Billet-Steel Bars for Concrete Reinforcement", Grade 60, Deformed, except that steel manufactured by the Bessemer Process will

not be accepted. Wire mesh reinforcing for concrete paving or driveway repairs, if required, shall be welded wire fabric meeting the requirements of ASTM Standard A185, "Steel Welded Wire, Fabric, Plain, for Concrete Reinforcement".

- B. The Contractor shall furnish the Department with manufacturer's test certificates showing the steel to meet the above requirements, in addition to which the Department may take representative samples from the material on the job and have them tested by an independent testing laboratory. Completely detailed shop drawings and bending schedules shall be submitted by the Contractor for the approval of the Engineer of Record. Such approval shall be obtained before the bars are cut and bent.

2.0.9. MISCELLANEOUS MATERIAL

- A. The Contractor shall furnish and install all miscellaneous material and appurtenances required for a complete installation. Section 15065 specifies material necessary for a complete installation, not specified herein. These material, including the following, shall be installed when required, whether shown on the Plans or not.
 - 1. Paint, Bituminous
 - 2. Caulking Compound
 - 3. Manhole Couplings
 - 4. PVC double bell repair couplings, No-stop (sleeves)
 - 5. PVC double bell transition couplings or adapters PSM SDR-35 PVC Sewer Pipe
 - 6. to ductile-iron or AWWA C900 CI-PVC Pressure pipe.
 - 7. Stainless steel repair clamps, with stainless steel bolts

PART 3 – EXECUTION

3.0.1. PIPE INSTALLATION, GENERAL

- A. Proper and suitable tools and appliances for the safe convenient handling and laying of pipe shall be used and, in general, conform with manufacturer's recommendations. At the time of laying, the pipe shall be examined carefully for defects, and should any pipe be discovered to be defective after being laid, it shall be removed and replaced with sound pipe by the Contractor at his expense.
- B. Pipe and fittings shall, at all times, be handled with great care to avoid damage. In loading and unloading, they shall be lifted with cranes or hoists or slid or rolled on skidways in such manner as to avoid shock. Under no circumstances shall this material be dropped or allowed to roll or slide against obstructions. Pipe and other material shall be distributed along the right-of-way in advance of installation only to the extent

approved by the Department. Such materials shall be so placed as to keep obstruction to traffic minimum.

- C. Upon satisfactory completion of the pipe bedding, a continuous trough for the pipe barrel and recesses for the pipe bells, or couplings, shall be excavated by hand digging. When the pipe is laid in the prepared trench, true to line and grade, the pipe barrel shall receive continuous, uniform support with no pressure being exerted on the pipe joints from the trench bottom.
- D. Pipe shall be installed in accordance with the manufacturer's recommendation. Before being lowered into the trench, the pipes and accessories shall be carefully examined and the interior of the pipes shall be thoroughly cleaned of all foreign matter and other deleterious materials by methods acceptable to the Department. During suspension of work, for any reason, at any time, a suitable stopper shall be placed in the end of the pipe last laid to prevent mud, dirt, groundwater or other foreign material from entering the pipe. Any pipe which is disturbed or found defective shall be immediately removed and replaced with sound pipe.
- E. Gaskets shall be thoroughly checked for breaks, cuts or other damage, and shall be free of oil, grease, dirt or other foreign matter. Pipe joints shall be assembled with care. Lubricant, if required shall be as recommended by the manufacturer of the pipe, and shall have no deteriorating effects on the gasket and pipe materials. If assembly is under water, lubricant recommended by the manufacturer for underwater use is required.
- F. Good alignment of the pipe is required for assembly. Align the spigot to the bell of the previously laid pipe and insert the spigot into the bell until it uniformly contacts the gasket. Apply steady pressure until the spigot easily slips through the gasket. Do not push or swing the spigot into the bell. Smaller diameter pipe and fitting may be assembled manually. Mechanical means such as bars and blocks, ratchets or jacks shall be used for joining larger pipe and fittings. Power equipment such as a backhoe bucket, shall not be used to assemble pipe and fittings, since excessive force may damage the gasket or bell.
- G. Cutting the pipe in the field shall be done by the Contractor in a neat and workmanlike manner using manual or power saws. The pipe shall be marked around its entire circumference before cutting to assure a square cut. After cutting, the end shall be beveled with a beveling tool, rasp, or other approved equipment, to the proper taper. Mark the proper insertion depth on the cut and beveled end before installing the cut pipe into the pipeline. Pipe laying shall proceed up-grade from the lowest point of the proposed system, with spigot ends pointing in the direction of flow.
- H. All pipe shall be laid straight, true to the lines and grades shown on the Plans, or matching existing grade, in each section between manholes. The pipe shall be laid so that the identification markings are located on the top of the installed pipelines.

- I. Each individual length of pipe shall be solidly and evenly bedded and haunched throughout its length on a prepared bed on the floor of the trench and not supported in position on blocks or wedges. Pipe shall only be laid when the two preceding lengths have been thoroughly embedded in place to prevent any movement or disturbance of the finished joint. Any pipe which is disturbed or found to be defective after laying shall be taken up and relaid or replaced.
- J. Any work within the pipe and fittings shall be performed with care to prevent damage to the interior wall of the pipe. Damaged interior walls shall be repaired or the pipe section or fitting replaced as required by the Department. No cables, lifting arms, hooks or other devices shall be inserted into the pipe or fitting. All lifting, pulling or pushing mechanisms shall be applied to the exterior of the pipe or fitting.
- K. After pipe has been laid, reviewed and found satisfactory, sufficient backfill shall be placed along the pipe barrel to hold the pipe securely in place during the conduction of the required tests.

3.0.2. INSTALLATION OF POLY VINYL CHLORIDE (PVC) PIPE

- A. Each length of pipe, immediately prior to being placed in position in the trench, shall be inspected, cleaned and prepared for installation. Gaskets shall be thoroughly checked for breaks, cuts or other damage, and shall be free of oil, grease, dirt or other foreign matter. Pipe joints shall be assembled with care. Lubricant, if required, shall be as recommended by the manufacturer of the pipe, and shall have no deteriorating effects on the gasket and pipe materials. If assembly is underwater, lubricant recommended by the manufacturer for underwater use is required. Good alignment of the pipe is required for assembly. Align the spigot to the bell of the previously laid pipe and insert the spigot into the bell until it uniformly contacts the gasket. Apply steady pressure until the spigot easily slips through the gasket. Do not push or swing the spigot into the bell. Small diameter pipe and fittings may be assembled manually. mechanical means such as bars and blocks, ratchets or jacks shall be used for joining larger pipe and fittings. Power equipment, such as backhoe bucket, shall be not be used to assemble pipe and fittings, since excessive force may damage the gasket or bell.
- B. Cutting the pipe in the field shall be done by the Contractor in a neat and workmanlike manner using manual or power saws. The pipe shall be marked around its entire circumference before cutting to assure a square cut. After cutting, the end shall be beveling tool, rasp, or other approved equipment, to the proper taper. Mark the proper insertion depth on the cut and beveled end before installing the cut pipe into the pipeline. Pipe laying shall proceed up-grade from the lowest point of the proposed system, with spigot ends pointing in the direction of flow. All pipe shall be laid straight, true to the lines and matching existing grade, in each section between manholes. The pipe shall be laid so that the identification markings are located on the top of the installed pipelines. At all times when work is not in progress, the exposed ends of all pipes shall be fully protected by an approved stopper to prevent groundwater, dirt, rocks or other substances from entering the pipe.

3.0.3. PIPE-TO-PIPE CONNECTIONS

Pipe-to-pipe connections shall be made by using double bell couplings for PVC.

3.0.5. PIPE-TO-PIPE MANHOLE CONNECTIONS

When a sound pipe stub-out exists at a manhole to which connection is to be made, a pipe-to-pipe connection shall be made as described above. If a stub-out is not present or is faulty, an opening shall be cut in the manhole wall and the connection made. The connection shall be constructed as specified above in paragraphs 2.06 H and I with the pipe material/method chosen to match that of the new line. The invert/shelf area inside the manhole shall be cut and reshaped as necessary to construct the new channels in compliance with WASD Standard Details .

3.0.6. GRAVITY SEWER SERVICE LATERALS

See Section UC-310, "Gravity Sewer Service Laterals".

3.0.7. MODIFICATIONS OF EXISTING MANHOLES

See Section UC-330, "Repairs to Department Sewers"

3.0.8. EXCAVATION

See Section 02315, "Trenching and Backfilling for Piping Systems"

3.0.9. SEWER PIPE FOUNDATION

See Section UC-300, "Gravity Sewer Pipe Foundation"

3.0.10. CLEANING AND TESTING

See Section UC-370, "Cleaning and Testing Gravity Sewers"

END OF SECTION

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

The work under this Section includes the installation of gravity sewer pipe foundations.

1.0.2. RELATED SECTIONS

Section 01016 - Safety Requirements and Protection of Property

Section 01100 - Special Project Procedures

Section 02315 - Trenching and Backfilling for Piping Systems

PART 2 – PRODUCTS

2.0.1. Material: See Part 2 of Section 02315

PART 3 – EXECUTION

3.0.1. GENERAL

- A. Excavation shall proceed in accordance with Section 02315, "Trenching and Backfilling for Piping Systems".
- B. Gravity sewers shall be constructed using Vitrified Clay, Poly Vinyl Chloride (PVC) (SDR 35 or AWWA C900) pipe and fittings or ductile iron pipe and fittings, as shown on the approved Plans (See Section 15060, "Piping and Fittings" for D.I.P. or Section UC-250, "Gravity Sewer Systems" for PVC).

3.0.2. FOUNDATIONS FOR V.C. AND D.I.P. AT DEPTH OVER 10 FT. OR BELOW WATER

- A. Sewer pipe constructed at a depth greater than 10 feet, or with a trench bottom below groundwater, shall have a rockbed foundation, in accordance with Section 02315. The trench shall be excavated to a depth of at least 6 inches below the bottom of the pipe, the trench backfilled with a layer of rockbed firmly compacted, the pipe solidly bedded and additional rockbed firmly packed and thoroughly compacted under and around the pipe up to the springline.
- B. See Subsection 3.03, below, for sewer pipe constructed at a depth less than 10 feet and trench bottom above groundwater.

3.0.3. FOUNDATIONS FOR V.C. AND D.I.P. AT DEPTH ABOVE 10 FT. AND ABOVE WATER

Pipe constructed at cut ranges less than 10 feet, and the trench bottom is above ground water, shall be installed according to the following conditions:

A. Installation in Rock Bottom

Where rock is encountered at the bottom of a trench in which pipe is to be installed, the excavation shall be extended to a depth at least 6 inches below the bottom of the pipe and shall be backfilled with selected backfill material in 6-inch layers, with each layer being firmly compacted, and with the final layer carefully graded and compacted at the proper elevation to provide continuous support for the pipe barrels. Where pipe bells will be located, depressions shall be excavated in the trench bottom to provide clearance under the bell or socket.

B. Installation in Soil Bottom

Where rock is not encountered at the bottom of a trench excavation, and the soil is satisfactory for pipe foundation, in the opinion of the Engineer, excavation shall be halted at an elevation slightly above that for bedding the pipe, and the pipe bed carefully excavated by hand in the undisturbed trench bottom to provide continuous bearing for the pipe barrels and clearance under the bells or sockets, or machine excavation may extend slightly below the elevation for bedding the pipe with the trench bottom carefully backfilled and compacted as specified.

3.0.4. 3.04 FOUNDATIONS FOR PVC GRAVITY SEWERS

Embedment material (for bedding, haunching and initial backfill) shall be Class I in stable soil conditions, and Class II in unstable soil conditions, as modified herein.

- A. Class I materials shall be angular, 1/4 to 3/4 inch graded stone including washed and graded limerock.
- B. Class II materials shall be well graded coarse sands and gravels with the following gradation requirements:

<u>Sieve size</u>	<u>Percent Passing by Weight</u>
3/4	100
3/8	85 - 100
#8	40 - 60
#30	5 - 30
#100	0 - 2

END OF SECTION

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

The Contractor shall furnish all labor, material, equipment and appurtenances necessary for the installation of gravity sewer service laterals, complete, in accordance with these specifications.

1.0.2. RELATED SECTIONS

Section 01016 - Safety Requirements and Protection of Property
Section 02315 - Trenching and Backfilling for Piping Systems
Section UC-250 - Gravity Sewer Systems

1.0.3. QUALITY ASSURANCE

- A. Lateral sewers shall be installed in accordance with all the applicable requirements for pipe installation. Branch fittings shall be installed in the main line sewer as it is constructed, in the locations and configuration of the original laterals or as designated by the Engineer.
- B. All excavations shall be executed in accordance with the South Florida Building Codes, OSHA requirements, the State of Florida Trench Safety Act (TSA), the State of Florida Trench Safety Act (TSA) and all applicable requirements of Section 01016, including notification of the Sunshine State One-Call Center (1-800-432-4770), 48 hours prior to any excavation.

PART 2 – PRODUCTS

See Part 2 of Section UC-250, "Gravity Sewer Systems" & "Tightness Standards" under Section UC-370.

PART 3 - EXECUTION

3.0.1. INSTALLATION OF LATERALS

- A. Service laterals shall be installed in accordance with the requirements for gravity main installation. Branch fittings shall be installed in the main line sewer as it is constructed. The branch fittings shall be either a tee set for a modified riser when the top of the sewer is 7 feet or deeper, or a wye set and connected as shown in the Miami-Dade Water and Sewer Department's Standard Details SS 1.0 and 2.0, respectively. In no case shall the branch be covered until its location has been measured and recorded.
- B. Where a service lateral enters a manhole at an elevation of 2 feet or more above the sewer main invert, a drop connection shall be required.

- C. Each service lateral shall be plugged at the point shown on the Standard Details. Plug shall provide a watertight seal, without the use of adhesives or epoxies, and shall be subject to approval by the Department. In no case shall a service lateral be covered until its exact location is measured and recorded, nor until a two-inch square by two feet long, pressure-treated pine stake, with the top stained or painted green, has been set by the Contractor at the end of the service lateral.
- D. The Contractor shall not excavate trenches for service laterals to both sides of the street at the same time unless written permission has been secured in advance to close the street.

3.0.2. REMOVAL AND REPLACEMENT OF LATERALS

- A. Excavate in accordance with Section 02315, "Trenching and Backfilling for Piping Systems"
- B. The existing laterals shall be hand excavated to a joint, disassembled, or if necessary saw cut, clean and square and the appropriate adapter installed to connect the replacement lateral. Care shall be taken to maintain the slopes of the existing lateral. The lateral shall be removed and replaced from the main line to a point along the existing lateral determined by the Engineer of Record to be in acceptable condition.
- C. Placement of bedding/cover materials in the trench shall be the same for laterals as provided in Section UC-300, "Gravity Sewers Pipe Foundation".

END OF SECTION

PART 1 – GENERAL**1.0.1. SCOPE OF WORK**

The Contractor shall furnish all material, labor and equipment necessary to clean and test gravity sewers and sanitary force mains and shall conduct all testing required, under the direction of the Engineer.

1.0.2. QUALITY ASSURANCE

Cleaning and testing shall be performed in strict accordance with these specifications.

PART 2 - PRODUCTS

(Not Used)

PART 3 – EXECUTION**3.0.1. GENERAL**

- A. All drain and gravity sewer line segments or sections shall be separately and individually lamped and tested for infiltration and exfiltration, unless otherwise allowed by the Engineer. A line “segment” or “section” shall be defined as a run of pipe between a manhole and the next manhole either up or down stream of that manhole.
- B. Each section of gravity pipe sewer, upon its completion or at such other time as the Engineer may direct, is to be cleaned, tested and inspected.
- C. The allowable limits of infiltration or exfiltration or leakage for the drain or sewer lines, or any portion thereof shall not exceed the appropriate rate as specified in 3.04 “Tightness Standards”, below. Duration of tests shall be a minimum of two hours.
- D. Since allowable leakage is defined in gallons per hour, testing shall be conducted in, at a minimum, two independent one-hour test periods. Testing shall continue for additional one-hour periods if during any subsequent test period leakage increases above that of any previous test period even if the leakage is within the allowable amount. Testing shall continue until the leakage stabilizes or decreases.
- E. When allowed by the Engineer in writing, longer portions of the line may be tested. However, no more than three manhole sections or 1000 feet of sewer (whichever is the lesser) shall be tested at any one time.

- F. When multiple sections of line are tested together as specified above, the leakage shall be calculated based on the footage of the smallest segment being tested as if all of the leakage originated in the shortest segment of the group.
- G. Prior to testing for infiltration, the system shall be pumped out so that normal infiltration conditions exist at the time of testing. The amounts of infiltration or exfiltration shall be determined by pumping into or out of calibrated drums, or by other approved methods.
- H. The exfiltration test will be conducted by filling the portion of the system being tested with water to a level which will provide a minimum head of 2-feet in a lateral connected to the test portion, or, in the event there are no laterals in the test portion, a minimum difference in elevation of 5-feet between the crown of the highest portion of the drain or sewer and the test level.
- I. If the ground water level is above the crown of the highest portion of the drain or sewer, the 5-foot differential shall be measured between the ground water level and the test level. Where insufficient depth of cover is available to produce a 5-foot differential, the maximum differential producible between ground water elevation and a test elevation set to avoid flow out of low manholes or into adjacent structures connected to the test section shall be used.
- J. Where infiltration or exfiltration exceeds the allowable limits specified herein, the defective pipe, joints, or other faulty construction shall be located and repaired by the Contractor.
- K. The Contractor shall locate and repair all leaks until the leakage is reduced to the limits specified. Any observed leaks or obviously defective joints or pipes shall be repaired or replaced as directed by the Engineer, even though the total leakage is below that specified above.
- L. Lamping Test- Each section of sewer shall show, from each end, a full circle of light.

3.0.2. DEFECTS

In addition to the above requirements, the following shall also apply:

- A. All repairs shown necessary by the tests are to be made, broken, cracked or obviously defected pipe replaced, all deposits removed, the sewer left true to line and grade, as herein specified, and entirely clean, free from lumps of cement, protruding gaskets, bulkheads, etc. and ready for use.
- B. Each manhole or other appurtenance to the system shall have the specified size and form, be watertight, neatly and substantially made with the top set permanently to exact position and grade, and shall serve well and fully its intended use.

- C. Any defects found in the system shall be corrected by the Contractor in accordance with the requirements of the Specifications or the MDWASD Design and Construction Standards, as approved by the Engineer.
- D. In the event that a sewer line or structure, such as a manhole, leaks during the period that the Warranty or Contract Bond is in effect, the Contractor shall be required to return and replace it with a new section of pipe or manhole or, if approved by the Engineer, to eliminate infiltration leaks by external grouting or encasement. After the leaks have been stopped, all visible cracks shall be repaired inside the manhole.

3.0.3. ACCEPTANCE

- A. No pipe installation will be accepted if the leakage is greater than that determined by the above requirements.
- B. The Contractor shall locate and repair all leaks until the leakage is reduced to the limits specified. Any observed leaks or any obviously defective joints or pipes shall be repaired or replaced as directed by the Department, even though the total leakage is below that specified above.
- C. The tests and repairs shall be continued or repeated until the Department is assured that the leakage into or from the section of line under test is less than the amount specified.

3.0.4. TIGHTNESS STANDARDS

Effective since 1987 (Per Public Notice No. 9), the Department adopted new tightness standards for gravity sanitary sewers and sanitary force mains to be installed within its service area. The new standards for maximum allowable exfiltration rates are to minimize the risk of contaminating the County's groundwater supplies in the Biscayne Aquifer. These standards are issued to comply with those adopted into Chapter 24 of the County Code by Ordinance 86-42, and to have leakage requirements for clay and PVC pipe materials. The term "cone of influence" as used below refers to limits of wellfield protection areas as defined the County. Tightness standards are specified below:

A. GRAVITY SANITARY SEWERS

The maximum allowable exfiltration, infiltration, or leakage in gravity sanitary sewers shall be as listed below, with no allowances for manholes or laterals. The duration of all tests shall be a minimum of two (2) hours. Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed. Only the piping materials listed for each specific area will be permitted in that area, including both gravity sanitary sewers and laterals. (Where reference is made to a "10 Day Travel Time" contact the Department or DERM for further information.)

1. Residential Zoned Areas

1.1a. Within cone of influence and **outside** 10 Days Travel Time:

<u>Mains:</u>	D.I.P. - 50 gpd/in. diameter/mile C900 PVC - 50 gpd/in. diameter/mile
<u>Laterals:</u>	may be D.I.P., C900 PVC, or X.H.C.I.(Extra Heavy Cast Iron Soil Pipe)

1.1b. Within cone of influence and within 10 Days Travel Time:

Mains and laterals shall only be D.I.P.

1.2. Outside of cone influence:

<u>Mains:</u>	D.I.P. - 100 gpd/in. diameter/mile C900 PVC - 100 gpd/in. diameter/mile PVC - 100 gpd/in. diameter/mile V.C.P. - 100 gpd/in. diameter/mile
<u>Laterals:</u>	may be D.I.P., C900 PVC, PVC, or X.H.C.I. or V.C.P.

2. Commercial Zoned Areas

2.1a Within cone of influence and outside 10 Days Travel Time: Mains:

<u>Mains:</u>	D.I.P. – 20 gpd/in. diameter/mile C900 PVC - 20 gpd/in. diameter/mile
<u>Laterals:</u>	may be D.I.P., C900 PVC, or X.H.C.I.

2.1b. Within cone of influence and within 10 Days Travel Time:

Mains and laterals shall only be D.I.P

Note: In any event and any zoned areas, the Department may require D.I.P. based on minimum cover requirements, installation in grass areas or at depths of 14 feet or greater.

2.2 Outside of cone influence: Mains:

<u>Mains:</u>	D.I.P. - 100 gpd/in. diameter/mile C900 PVC - 100 gpd/in. diameter/mile PVC - 100 gpd/in. diameter/mile V.C.P. - 100 gpd/in. diameter/mile
<u>Laterals:</u>	may be D.I.P., C900 PVC, PVC, or X.H.C.I. or V.C.P.

3. Industrial Zoned Areas

3.1 Within cone of influence: Mains:

<u>Mains:</u>	D.I.P. – 20 gpd/in. diameter/mile
<u>Laterals:</u>	may be D.I.P., or X.H.C.I.

3.2. Outside of cone influence:

<u>Mains:</u>	D.I.P. – 100 gpd/in. diameter/mile V.C.P. - 100 gpd/in. diameter/mile
<u>Laterals:</u>	may be D.I.P., V.C.P or X.H.C.I.

B. SANITARY FORCE MAINS - ALL AREAS

1. Sanitary force mains shall be constructed of either Protecto 401 lined ductile-iron pipe and fittings or prestressed concrete plastic lined (120o T.D.C. minimum) cylinder pipe and fittings meeting current Department Specifications.
2. No such ductile-iron pipe sanitary force main shall exfiltrate or leak at a rate greater than the allowable leakage rate specified in AWWA C600 (latest edition) at a test pressure of one hundred (100) psi. The duration of all tests shall be a minimum of two (2) hours. Any observed leaks or any obviously defective joints or pipes shall be repaired or replaced even when the total leakage is below that allowed.
3. No such prestressed concrete cylinder pipe sanitary force main shall exfiltrate or leak at a rate greater than one-half (2) the allowable leakage rate specified for ductile iron pipe in AWWA C600 (latest edition) at a test pressure of one hundred (100) psi. The duration of all tests shall be a minimum of two (2) hours. Any observed leaks or any obviously defective joints or pipes shall be repaired or replaced even when the total leakage is below that allowed.
4. See Section UC-170, "Cleaning and Testing of Main".

END OF SECTION

DIVISION 5 – METALS

05550 CASTINGS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. This section specifies castings for use in this project, including water and force main valve boxes and covers. It also establishes casting requirements, including tolerances, on all castings to be furnished and installed under this project.

1.0.2. REFERENCES

- A. Materials used in the manufacture of the castings shall conform to ASTM A48 "Gray Iron Castings," for Class 30B iron. Castings shall be non-rocking. Manhole and valve box covers shall have a roadway type surface and machined mating surface.
- B. Proof Loading: AASHTO M306 Loading.

1.0.3. QUALIFICATIONS

- B. Manufacturer: Company specializing in manufacturing of products specified in this section with minimum five years documented experience. Non-domestic castings shall conform with all marking and other requirements contained in federal and state statutes.

PART 2 – PRODUCTS

2.0.1. GENERAL

- A. Shop drawings shall be furnished for all castings supplied and said drawings shall include certified dimensions and weights of all components. Dimensions shall conform with City Standard Detail requirements.
- B. Finish casting dimensions shall be held to the following tolerances: Up to 4 inches, $\pm 1/32$ inch; 4 to 8 inches, $\pm 3/64$ inch; 8 to 12 inches, $\pm 1/16$ inch; 12 to 24 inches $\pm 1/8$ inch; above 24 inches, add the appropriate (minimum) value from those given above to $\pm 1/8$ inch. Note that this shall not affect the requirement that mating surfaces shall be machined and shall bear for their full length. Components shall be interchangeable with new and existing units without exceeding the tolerance add up specified above.
- C. Weight of castings supplied shall not vary more than ± 5 percent from the certified weight supplied by the Contractor as a part of his shop drawings.
- D. The foundry's name (and if not domestically produced, foundry's name and country) shall be cast in the bottom of each lid. Body and lid or frame and cover shall be manufactured by the same foundry. Manufacture of the various components comprising one set, such as for example, a valve box and lid, by different

manufacturers is expressly forbidden.

- E. Note that name cast into the bottom of the lid shall be the name of the actual foundry doing the casting. Name of an importing, purchasing or fabricating (from components) firm will not be acceptable. Methods of attaching this information other than casting are not acceptable.
- F. With the shop drawings of each component, submit the name, address and county of the foundry producing the component. Further, this foundry shall not be changed during the course of the Contract without written previous notification of and written permission from the City Engineer, Engineering Division, Opa-Locka Public Works Department.
- G. Each shipment of castings provided by the Contractor shall be accompanied by a certification specifically stating that the materials of that shipment comply with all requirements of this Specification, specifically including dimensions and tolerances, materials of manufacture, weights of components, marking and foundry of origin. This certification shall be signed, dated and sealed by a registered professional engineer licensed to practice in the state where the materials are cast or if not of domestic manufacture in the state where the supplying firm is located.
- H. Contractors should be aware that it is the intent of the City to periodically check materials supplied for conformance to these specifications to include materials testing, dimensions and tolerances, component weights, marking, finish and fit, and such other matters as are necessary to assure supply of products meeting our requirements. Random testing of materials supplied will be at City expense if passed. Any retesting due to material not passing tests will be at the supplier's expense.

2.0.2. CASTINGS AND MATERIAL – GENERAL

- A. General materials used in the manufacture of the castings shall conform to ASTM Standard A48, "Gray Iron Castings", latest edition, for Class 30B iron. Valve box covers shall have a roadway type surface, machined mating surface and shall be non-rocking.
- B. Castings shall be furnished unpainted with shotblasted finish.
- C. Castings shall be as manufactured by U.S. Foundry 7630 ring and FD cover, or approved equal.
- D. Valve boxes and valve box covers:
 - 1. For Water Facilities:
 - a. Cast iron boxes shall be extension type with slide-type adjustment and flared base. The minimum thickness of metal shall be 3/16 inch. The word "W" shall be in the cover. The boxes shall be of such length as will be adapted, without full extension, to the depth of cover required over the pipe at the valve location. Boxes to be No. 3 for 6" and larger lines.
 - 2. For Sewer Facilities:

- a. Valve boxes shall be made from Class 30B gray iron in accordance with ASTM A48.
- b. The letter "S" shall be cast in the cover for sewer force mains.
- c. Bottom of cover and seat of frame shall be machined to provide a uniform contact surface.
- d. The boxes shall be of such length as will be adapted, without full extension, to the depth of cover required over the pipe at the valve location.
- e. All service valve boxes shall be No. 52, and all Main valve boxes shall be No. 53 regardless of the size.
- f. No. 52 valve boxes shall be U.S. Foundry 7605 ring and FB cover, or approved equal.
- g. No. 53 valve boxes shall be U.S. Foundry 7635 ring and FJ cover, or approved equal.

PART 3 – EXECUTION

3.0.1. GENERAL INSTALLATION

- A. Castings with cracks or other defects, shall not be installed in the work.
- B. The use of sloped asphaltic concrete ramp rings will not be permitted.
- C. The Contractor shall provide all barricades, signs and flashing warning lights necessary to warn pedestrians and motorists of the construction along the entire route of the project.
- D. Frames and covers or valve boxes and covers shall be set accurately to grade to conform to the finished grade of the adjacent areas.
- E. Castings level without tipping, to correct elevations.
- F. It shall be the Contractor's responsibility to assure that castings are set to match existing and/or proposed finish paving grades.

END OF SECTION

END OF TECHNICAL SPECIFICATIONS

CITY OF OPA-LOCKA



REQUEST FOR PROPOSAL 23-TBA

Sanitary Sewer Gravity Main Relocation along 133rd Street

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CITY OF OPA-LOCKA
RFP NO: 23-TBA
Sanitary Sewer Gravity Main Relocation along 133rd Street

The sealed proposals for Sanitary Sewer Gravity Main Relocation along 133rd Street for the city of Opa-locka will be received at the City’s Clerk Office, 780 Fisherman St., 4th Floor, Opa-locka, Florida 33054, TBA. Any RFP Package received after the designated closing time will be returned unopened. The city will accept proposals by mail; however, it is the responsibility of the firm or individual to submit their proposal by the due date. In addition, the bid may be submitted via www.demandstar.com (e-bid). The address to submit the sealed proposal is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City’s Clerk Office and marked **RFP for Sanitary Sewer Gravity Main Relocation along 133rd Street**.

Proposers desiring information for use in preparing proposal may obtain a set of such documents by visiting the city of Opa-locka website at <https://www.opalockafl.gov> or www.demandstar.com.

The City reserves the right to accept or reject all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award a contract to that proposer whose proposal best complies with the **RFP NO: 23-TBA** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

City Clerk
Joanna Flores

Proposal Guidelines

1-1. INTRODUCTION: The City of Opa-locka is requesting submissions for the Sanitary Sewer Gravity Main Relocation along 133rd Street. The City is soliciting bids on behalf of the City Manager's Office under the laws of the State of Florida. These services must be efficient and economical, adhere to industry standards and best practices, and utilize the latest non-proprietary technology. The Contract will be awarded to the highest ranked Proposer, as described in the Evaluation Procedures Section below.

1-2. PROPOSAL SUBMISSION: The city of Opa-locka will be accepting proposals by mail; however, it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The city must receive all proposals by 2:00 pm on TBA. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **Sanitary Sewer Gravity Main Relocation along 133rd Street**. This package shall also include the Proposer's return address. Proposers may withdraw their proposal by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, the proposal becomes a record of the CITY and will not be returned to the Proposer.

The city cautions proposers to assure actual delivery of mailed or hand-delivered proposal directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposal. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. ELIGIBILITY: To be eligible to respond to this RFP, the Consultant should have performed similar work and have relevant experience.

1-4. CONE OF SILENCE: You are hereby advised that this Request for Qualifications is subject to the "Cone of Silence," in accordance with Section 2-11.1(t)(a) of the Code of Miami-Dade County. From the time of advertising until the Interim City Manager issues a recommendation, there is a prohibition on communication with the City's professional staff. The Cone of Silence does not apply to oral communications at pre-bid conferences, oral presentations before evaluation committees, contract discussions during any duly noticed public meeting, public presentations made to the City Commission during any duly noticed public meeting, contract negotiations with the staff following the award of an RFP, RFP, RFLI or bid by the City Commission, or communications in writing at any time with the authorized City employee. A copy of all written communications must be filed with the Interim City Manager. Violation of these provisions by any bidder or proposer shall render any Request for Qualifications Transfer Station Development RFP award, RFLI award, or bid award to said bidder or proposer void, and said bidder or proposer shall not be considered for any RFP, RFQ, RFLI or bid for a contract for the provision of goods or services for a period of one year. All questions regarding this RFP must be submitted in writing no less than five (5) business days before the proposal due date. All questions and comments should be directed to jflores@opalockafl.gov. Answers to all submitted questions will be posted on the City's web site.

1-5 PUBLIC RECORDS: Florida law provides that municipal records shall always be open for inspection by any person under §119, F.S., as amended from time to time; The Public Records law. Information and materials received by the City in connection with responses shall be deemed to be public records subject to public inspection. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: JOANNA FLORES AT (305) 953-2800, jflores@opalockafl.gov, 780 FISHERMAN STREET, OPA-LOCKA, FL 33054.

1-6 MAILING INSTRUCTIONS AND SUBMITTAL DEADLINE: Sealed proposals must be received no later than 2:00 p.m. local time on TBA, at Office of the City Clerk, 780 FISHERMAN STREET, OPA-LOCKA, FL 33054, 4th Floor. Each sealed proposal should be clearly marked and identified as follows: CITY OF OPA-LOCKA. An original and six (6) copies for a total of seven (7) plus 1 copy of the proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City's Clerk Office and marked RFP for Transfer Station Development. The responsibility for submitting a response and its receipt on or before the stated time and date will be solely and strictly the responsibility of the proposer. The city is in no way responsible for delays caused by any delivery system or caused by any other occurrence. Proposals received after the exact time and date stipulated above shall be non-responsive.

1-7 CITY OPTIONS: The City reserves and holds at its sole discretion the right and option to award a Contract(s) for the provision of Transfer Station Development. The Interim City Manager will report to the City Commission whether or not a contract award(s) is/are recommended. The City also reserves and holds at its sole discretion the following rights and options:

- To issue addenda/clarification to this RFP.
- To reject or accept any and all submittals.
- To issue subsequent RFP.
- To enter into contract negotiations.
- To wave technicalities.

1-8 AWARD OF CONTRACT: The City intends to select and make a recommendation for the award of a contract to the City Commission. The City Commission shall be the sole judge of the submittals that is/are in its best interest, and its decision is final. The terms of the contract shall be in accordance with the time requirements as set forth in this RFP.

1-9 WRITTEN NOTICE TO PROPOSERS: All proposers will be e-mailed, at the time of tentative successful proposal selection, a notification of said selection.

1-10 NON-ASSIGNMENT: The selected firm shall not assign, transfer, convey, or otherwise hypothecate any interest, rights, duties, or obligations it will have under the contract to be awarded, without the prior written consent of the City. The City may, at its option, terminate the Agreement immediately upon notice of such action by the contractor.

1-11 INDEMNIFICATION AND HOLD HARMLESS: The selected firm shall indemnify and hold harmless the City, its agents, and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the proposer's performance of the contract. The selected firm shall also indemnify and hold harmless the City, its agents, and employees from and against all claims, damages, losses, and expenses arising from action of selected firm's employees on City's property or in the course of carrying out any business related to the contract.

1-12. DEFAULT: Failure of the proposer to comply with any covenant of the contract to be awarded shall constitute a default, and the City may at its option terminate the contract thirty days after receipt by the proposer of written notice, unless said default is cured within such period.

1-13. CONTRACTUAL AGREEMENT: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. All legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-14. SELECTION PROCESS: The proposal will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the city from assigning work to any firm deemed responsive and responsible. The City reserves and holds at its sole discretion the right and option to award a Contract(s) for the provision of Transfer Station Development.

1-15. INSURANCE: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than \$1,000,000 per Occurrence/
2. \$2,000,000 Aggregate (Including Policy Number and Policy Period);
3. Evidence of Auto Liability coverage with limits not less than \$1,000,000 per Occurrence/\$1,000,000 Aggregate (Including Policy Number and Policy Period);
4. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than \$100,000 (Including Policy Number and Policy Period);
5. The city listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);
6. Minimum 30 days written notice of cancellation.

1-16. LICENSES: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-17. PUBLIC ENTITY CRIME: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business more than the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-18. CODE OF ETHICS: If any Proposer violates or is a party to a violation of the code of ethics of the CITY or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposal for work, goods or services for the city.

1-19. PROTESTS: Protests of the plans, specifications, and other requirements of the Request for

Qualifications and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-20. Termination for Convenience: A contract may be terminated in whole or in part by the city at any time and for any reason in accordance with this clause whenever the city determines that such termination is in the best interest of the city. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

THE CITY OF OPA-LOCKA

OPA-LOCKA, FLORIDA

GENERAL CONDITIONS

- 1.0 PERFORMANCE OF WORK:** The Contractor shall supply all labor, transportation, materials, machinery, tools, apparatus and equipment necessary for the entire proper and substantial completion of his work, and be accountable for the safe, proper and reasonable construction, maintenance and use of the same during construction, and shall remove all construction equipment upon completion, and shall perform all work in the best and most workmanlike manner. Special care shall be taken by the Contractor in placing and removing stock piles of material, and in the work in general to avoid unnecessary injury to either public property or other areas adjacent to the work.
- 2.0 CONCURRENT WORK:** Work may be performed concurrently by the utilities in the City or the City's Contractor in the right-of-way and it shall be the responsibility of the Contractor to coordinate his work with the utility companies, the City and the City's Contractors.
- 3.0 USE OF PUBLIC STREETS:** Construction shall be performed in such a manner as to provide a minimum of inconvenience to the residents of the area. Any other excavated material spilled from trucks shall be removed by the Contractor and the streets shall be cleaned twice daily to the satisfaction of the Public Works Director.
- 4.0 EXISTING UTILITIES AND STRUCTURES:** It will be the Contractor's responsibility to exercise all caution in the vicinity of any utility. The Contractor shall be fully responsible for, and make good all damages to buildings, telephone or other cables, sewers, water pipes, pavement, driveways, walls, sprinkler systems, survey markers, or other structures which may be encountered whether or not shown on the plans. The Contractor shall have a utility check performed prior to any construction.
- 4.1** The locations of existing utilities have been prepared using the best information available, however, the information is not guaranteed. The Contractor shall be responsible for determining the location, character and depth of all utilities. The Contractor shall be responsible for and make good all damages to all pavement structures and utilities which may be encountered whether or not shown on the plans. The cost of restoration shall be included in the unit price stated in the proposal for the related work. No extras for restoration will be allowed.
- 4.2** The Contractor shall protect from damage all utilities, structures, surface and subsurface structures at or near the site of the work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to comply with the requirements of this contract or the failure to exercise reasonable care in the performance of the work. If the Contractor fails or refuses to

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repair any such damage promptly, the City may have the necessary work performed and charge the cost thereof to The Contractor.

- 4.3 At points where The Contractor's operations are adjacent to utility facilities, which if damaged, might result in expense, loss, disruption of service or other undue inconvenience to the public or to the Owner, work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor. The Contractor shall be solely and directly responsible to the Owner and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by The Contractor's operations.
- 4.4 The Contractor shall not repair or attempt to repair utility damage but shall immediately contact the utility owner. The Contractor shall obtain the name, address, and telephone number of each utility company to contact. The Contractor shall submit to the Engineer these said names and addresses.
- 4.5 The Contractor shall comply with the Florida Building Code and City Code regarding precautions to be taken in the protection of existing vegetation, structure, utilities and improvements.
- 4.6 The Contractor shall maintain access to fire hydrants and alarm boxes throughout the prosecution of the work. Hydrants and fire alarm boxes shall be kept clear and kept visible at all times unless approved otherwise. If visibility cannot be maintained, The Contractor shall provide clearly visible signs showing the location of the fire hydrant and fire alarm boxes.
- 4.7 The Contractor shall comply with the requirements of the Clean Air Act and the Federal Water Pollution Control Act as well as other requirements specified in those regulations and guidelines listed thereunder.

5.0 EXISTING LANDSCAPING: The Contractor shall be fully responsible for maintaining in good condition, existing trees, grass and shrubs situated within the designated right-of-way, project site or on private property adjacent to the work.

6.0 EXISTING SIGNS AND UTILITY CASTINGS: All existing signs and utility castings shall be preserved and shall remain the property of the City of Opa-Locka. Those not reused shall be delivered to the Opa-Locka Public Works Yard at 12950 NW 42 Ave in Opa-Locka, FL 33054.

7.0 STOCK PILING MATERIALS: Contractor shall not stockpile materials at the project site unless approved in writing by the Engineer.

8.0 PERMITS: The Contractor shall obtain all required occupational licenses and permits, etc., and pay all required fees. Permits issued by the City will be issued without charge to the Contractor

9.0 EXTRAS: Bills for extras will be allowed only when work is ordered in writing and approved by the Public Works Director. No money will be allowed for extra work

unless approved in writing, beforehand, by the Public Works Director.

10.0 CLEANING UP: The Contractor will be required to leave the work and adjacent areas free of any accumulated rubbish or surplus materials on a daily basis, unless otherwise directed by the Public Works Director. In the event of failure or undue delay on the part of the Contractor, the City may employ such equipment and labor as may be necessary, and charge such costs against the Contractor and deduct the amount from the monies due the Contractor for work performed.

11.0 RESTORATION: The Contractor shall complete all restoration as the work is completed but in no event later than five (5) working days.

12.0 TESTING: The Engineer or other person designated by the Public Works Director to supervise the work shall have the right at any time to have tests made on any material used on the job. All expenses for tests shall be borne by the City of Opa-Locka, except the cost of re-testing materials which failed to meet the specifications and waiting time due to Contractor failure to be ready for tests when scheduled. The cost and scheduling of such re-testing shall be the responsibility of the Contractor. All re-testing shall be done by the testing laboratory which test the failed samples. The Contractor will inform the City of his source of materials with sufficient time to secure the necessary samples and perform the necessary tests. The Contractor shall request and receive inspections of specific phases of work as required elsewhere in these specifications. The Contractor shall provide current modified proctor test results for all fill material used on the job.

13.0 PAYMENT: Payment will be made in full compensation for all work performed, materials, labor, tools and equipment furnished, and incidental expenses necessary to complete the work. Payment shall be made on 90% of the monthly estimate and upon the presentation of partial releases of lien. Final payment shall be made upon presentation of a completion statement, receipt of the final releases of lien, receipt of as-built drawings and after final acceptance by the City.

14.0 ACCEPTANCE: Acceptance by the City shall not relieve the Contractor of the responsibility of correcting any defective part of the work resulting from either workmanship or materials or replacing or repairing damaged property resulting from any phase of the Contractor's work.

15.0 GUARANTEE: The Contractor shall guarantee all materials and workmanship for a period of one year from the date of **acceptance** by the City.

16.0 LINE AND GRADE: Where required as determined by the Engineer, the City will establish a base line and reference elevations. All additional lines and grades required for completion of the work shall be furnished at the Contractor's expense.

17.0 TRAFFIC MAINTENANCE: The Contractor shall provide all temporary signing, striping, detouring, barricading, signals, competent flagmen, etc. required in accordance with the minimum requirements of the latest Manual of Uniform Traffic

Control Devices, whenever and wherever needed for pursuance of the project, and/or as directed by the Engineer. The Contractor shall also coordinate these operations with the City of Opa-Locka Public Works Department. The Contractor shall supply the Engineer with a traffic maintenance plan.

18.0 PROTECTION OF WORK: It shall be the Contractors' responsibility to protect the public and workmen from ongoing construction hazards.

19.0 UNIFORMED POLICE: The Contractor shall be responsible for obtaining the services of the uniformed police officers as needed or as directed by the Engineer. The Contractor shall be reimbursed for the direct, actual expenses for such uniformed police officers.

20.0 INSPECTION: Inspection will be required during all phases of construction, and it shall be the Contractor's responsibility to contact the Engineer or its representative when any work is being performed. The Contractor shall also be responsible for coordinating all inspections of work performed by Subcontractors. Failure to contact the Engineer/Architect or its representatives to obtain the required inspections shall be sufficient cause for rejection.

21.0 LICENSES: The Contractor and all Subcontractors shall submit at the time of bidding, copies of all licenses held by the Company that pertain to the type of work to be performed under this contract. Failure to submit copies of licenses is grounds for rejection of the bid.

22.0 CONTACT PERSON: The Contractor shall provide the Engineer with a local (Miami Dade County) telephone number where the Contractor can be contacted 24 hours a day for the duration of the project.

23.0 UTILITY COORDINATION: The City will not be liable for any delay or added expense the Contractor experiences due to the actions of others, nor shall the City be held responsible for any damages which may be incurred, due to the actions of the Contractor or representative.

24.0 EXAMINATION OF PREMISES: Before submitting proposals for his work, each bidder will be held to have examined the premises and satisfied himself as to the existing conditions under which he will be obligated to work, including all conditions which will in any way affect the work under this contract.

25.0 NON-EXCLUSIVE CONTRACT: Nothing in this contract shall prevent the City from employing other contractors to perform the same or similar work. This can include other contractors working concurrently on the same location.

THE CITY OF OPA-LOCKA

OPA-LOCKA, FLORIDA

SPECIAL CONDITIONS

1.0 SCOPE OF WORK:

1.1 GRAVITY MAIN RELOCATION: The work generally consists of but is not necessarily limited to the following: the selling, delivering and installing of Contractor furnished materials and equipment necessary for the complete relocation of an 8-inch gravity sewer along NW 133rd Street. Relocation including cleaning and testing as required, maintenance of sewer service; together with all appurtenant for miscellaneous items and work for a completed project.

2.0 COMPLETE PROJECT REQUIRED: The specifications describe the various items or classes of work required enumerating or defining the extent of same where necessary to clarify the drawings, but failure to list any items shall not relieve the Contractor from furnishing, installing and performing such work where shown on the drawings, required by any part of the specifications or necessary for the satisfactory completion of the project.

3.0 WORK SCHEDULE: The Contractor shall submit schedules which show the order in which the Contractor proposes to carry out the work with dates for starting various parts of the work and estimated completion dates. The progress schedules shall be furnished to the Engineer prior to the pre-construction meeting date which will be established by the City.

4.0 PRE-CONSTRUCTION MEETING: After the contract has been awarded and signed, but prior to commencement of work, a pre-construction meeting shall be held. The meeting shall be attended by authorized representatives of the City and Contractor. The purpose of this meeting will be to review the Contractor's submitted progress schedule, clarify jurisdiction and to acquaint all parties present with the authorized representative to be notified. The Contractor will be notified in writing as to the date and place of the meeting.

5.0 AS-BUILT INFORMATION: As work progresses, the Contractor must record all information pertaining to changes and deviations from the contract drawings with special attention to all underground installations. At completion of the job, the Contractor shall submit a complete set of reproducible as-built drawings to the City.

Additionally, the Contractor shall maintain a field book with all deviations recorded. The completed as-built sketches and field books shall become the property of the

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City of Opa-Locka Sanitary Sewer Gravity
Main Relocation along 133rd Street

City. As-built information must be supplied with each pay request. Failure to provide as-built information is cause to reject pay request.

6.0 LIQUIDATED DAMAGES: Should the Contractor, or in the case of default, the surety, fail to fully complete the work within the time stipulated in the proposal, the minimum sum of five hundred dollars (\$500.00) per day shall be deducted from any money due the Contractor not as a penalty but as liquidated damages.

7.0 APPROVAL OF MATERIALS:

7.1 Whenever in these plans and/or specifications a certain brand of materials is specified, it is done for establishing the level of quality, capacity and the characteristics desired. Materials or products specified by the name of manufacturer or the brand or trade name or catalog reference shall be the basis of the bid.

7.2 The Contractor shall make written request for the use of alternate materials within ten (10) days after the Contract is signed, and before ordering any materials requiring approval. If the Contractor makes no request for approval of alternate materials within ten (10) days of the signing of the Contract, it shall be assumed that he intends to furnish the items specified.

7.3 The use of materials other than that specified without the written approval of the Engineer shall be sufficient reason for rejection of the work.

8.0 USE OF PUBLIC STREETS: Construction in the right-of-way or streets shall be performed in such a manner as to provide a minimum of inconvenience to the residents of the area. Access to all residents' homes shall be maintained at all times. A minimum of one traffic lane shall be open at all times.

9.0 STRIPING:

9.1 Temporary striping shall be placed within 48-hours of completion of each course of asphalt unless another course is placed within 48-hours. The cost of temporary striping shall be included in the unit cost of permanent thermoplastic striping.

9.2 Permanent thermoplastic striping shall be placed within 30 days of completing final paving unless otherwise approved by the Engineer.

10.0 RESTORATION OF SURVEY MARKERS: When existing survey markers are removed or destroyed as a result of the construction, it shall be the responsibility of the contractor to replace them using a registered licensed surveyor.

11.0 PROJECT LAYOUT: The Contractor shall layout the proposed work and contact all utilities to verify utility locations. If changes are required, due to conflict or design, the Engineer will make the final determination.

12.0 WORKING HOURS: The normal City working hours are Monday through Friday 8:00 a.m. until 5:00 p.m.

13.0 FINANCIAL STATEMENT: As part of the Contractor's submittal, he/she shall include a certified financial statement detailing the company's financial status over the previous two years.

14.0 NOTICE TO PROCEED: A single notice to proceed will be issued for this project. Upon receipt of the notice to proceed, the contractor shall commence work upon the site(s) within 10 working days and continue such work in an expeditious manner to a conclusion acceptable to the Engineer. No more than 7 consecutive days without construction activity will be allowed unless approved by the Engineer.

15.0 ENVIRONMENTAL PROTECTION:

General Requirements – The Contractor shall provide and maintain environmental protection during the life of the Contract. Environmental protection shall be provided to correct conditions that develop during the conductance of the work, or that are required to control pollution that develops during the development of project. The Contractor's operations shall comply with all Federal, State and local regulations pertaining to water, air, solid waste, and noise pollution.

Protection of Natural Resources – It is intended that the natural resources within the site and outside the limits of permanent work performed under this Contract be preserved in their existing condition or be restored to an equivalent or improved condition upon completion of the work. The Contractor shall confine his work activities to areas defined by the Contract Documents. All work under this contract shall be performed in such a manner that any adverse environmental impacts are reduced to a level that is acceptable to the City. At alltimes special measures shall be taken to prevent oily or hazardous substances from entering the ground, drainage areas, or local bodiesof water.

Control and Disposal of Wastes – The Contractor shall transport and dispose of all waste in a manner that complies with Federal, State, and local requirements. The Contractor shall provide the Engineer with a copy of any state and/or local permits or licenses which reflect such agency's approval and compliance with applicable solid waste disposal regulations. The permits or licenses which reflect such agency's approval and compliance with applicable solid waste disposal regulations. The permits or licenses and the location of the disposal area shall beprovided prior to transporting any waste material. Fueling and lubricating of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil shall be disposed of in accordance with approved procedures meeting Federal, State and local regulations.

Preservation of Water Courses – The Contractor shall maintain the working area free of excess debris and litter. Furthermore, the Contractor shall take all necessary precautions to protect the Canal waterway in a manner that complies with Federal, State, and local requirements.

The maximum use of low-noise emission products as certified by the Environmental Protection Agency shall be made when available.

16.0 SAFETY: The Contractor shall be responsible for the safety of the Contractor's employees. The Contractor shall abide by all Federal, State, County, and City safety requirements and regulations. The Contractor is responsible to furnish the Contractor's employees with all required safety equipment. The Contractor is required to comply with all applicable OSHA regulations including, Right to Know, Confined Space Entry, Airborne Blood Pathogens.

The Contractor is fully responsible to furnish safety equipment to all of the Contractor's employees on the Owner's job site, including but not limited to safety glasses, gloves, vests, hard hats, braces or any other required safety item. The Contractor is required to make certain that each employee is wearing the proper safety clothing including shoes.

17.0 CONFINED SPACE ENTRY PERMIT: The Contractor must comply with all the provisions contained in OSHA 1910.146 and shall show proof of compliance with the first project invoice. No payment shall be made until such proof is presented and approved by the City.

TECHNICAL SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

01010 SUMMARY OF WORK

PART 1 – GENERAL

1.0.1 SCOPE OF WORK

- A. This section describes the project in general and provides an overview of the extent of the work to be performed under this Contract. Detailed requirements and extent of work is stated in the applicable Specification sections and shown on the Contract Drawings. The Contractor shall, except as otherwise specifically stated herein or in any applicable parts of the Contract Documents, provide and pay for all labor, materials, equipment, tools, construction equipment, and other facilities and services necessary for proper execution, testing, and completion of the work under this Contract.

1.0.2 DEFINED TERMS

- A. As-Built Drawings: As-built drawings reflect field changes and construction modifications to the conformed Bid Documents.
- B. Contract Documents: Shall mean all those documents named in the contract.
- C. Contractor: Contractor shall mean any person engaged to supply labor, materials or equipment for use in the fulfillment of the project.
- D. Construction Drawings: Shall mean the drawings, plans, or reproduction thereof which show scope, character, location, dimensions, and other details of the work to be performed under the Contract Documents.
- E. Engineer: Shall mean the City Engineer of the City of Opa-Locka, Public Works Department, or City's designee.
- F. Project: Shall mean and include all construction, for which the Contractor is responsible under the contract documents
- G. Regulations: Shall mean laws, ordinances, statutes, and lawful order issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the work.
- H. The City: Shall mean the City of Opa-Locka, Florida.

- I. Work: Shall mean all labor, permits, bonds, equipment, materials and incidentals required.

1.0.3 SPECIFICATIONS

- A. The specifications included in these Contract Documents establish the minimum performance and quality requirements for materials and equipment together with the minimum standards for quality of workmanship and appearance. Generally, there has been no attempt to separate the Specification sections into groups for the work of separate Subcontractors, or for work to be performed by the various trades. Should there be any question as to the interpretation of any Specification section or part of Specification section, such question should be directed to the Engineer prior to the submittal of a proposal for the work under this Contract.
- B. The Gravity Main Relocation work shown on the drawings is intended to be comprehensive and descriptive, not an exact and complete representation of the actual finished work. Pipeline replacement shall include all accessories and components required to provide a complete and satisfactory system as specified, even though some items may not be specifically shown on the drawings.
- C. It is the intent of the City to obtain a complete functional, and satisfactory installation under this Contract, and any items of labor, equipment or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the plans or stated herein.
- D. The Contractor shall also supply all sheeting, shoring, bracing and all other labor, material or equipment required to preclude damage to, or loss of functionality of, any existing facility or system.

1.0.4 REASONABLY IMPLIED PARTS OF THE WORK

- A. Any part of the work which is not mentioned in the specifications but is shown on the drawings, or any part not shown on the drawings but described in the specifications, or any part not shown on the drawings nor described in the specifications, but which is necessary or normally required as a part of such work, or is necessary or required to make each installation satisfactorily and legally operable, shall be performed by the Contractor as incidental work, without extra cost to the City, as if fully described in the specifications and shown on the drawings, and the expense thereof shall be included in the applicable unit prices or lump sum bid for the Work.

1.0.5 DESCRIPTION OF WORK

- A. The project proposes the installation of an 8-inch PVC (C-900) gravity main pipe, three 6-inch sanitary laterals, the installation of three (3) precast manholes and a connection to an existing manhole in 133rd Street. The project would involve plug, cap and grout of the existing line to be abandoned in place, excavation for new pipeline, sloped

backfill for gravity sewer installation, asphalt pavement restoration and pavement markings

- B. The project is located along 133rd Street, between NW 42nd Avenue and NW 43rd Avenue. 133rd Street is owned by Miami Dade County.
- C. The project involves the installation of approximately 519 LF of 8-inch PVC (C-900) gravity main and the installation of three (3) 6-inch PVC (C-900) sanitary laterals of approximately 17 LF each at a 0.4% slope, to replace the existing 8-inch PVC pipe and existing 6-inch private lateral connection. Additionally, three (3) precast manholes will be installed for the project to provide access to the sanitary sewer main. The existing manhole located at the intersection of 133rd Street and NW 43rd Avenue will be cored and drilled for the connection of the proposed 8-inch gravity sewer.
- D. It is the intent of the City to obtain a complete and working installation under this Project and any items of labor, equipment or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the Plans or stated herein.

1.0.6 PROJECT BACKGROUND

The pipeline relocation project proposes the installation of an 8-inch PVC (C-900) gravity main pipe and three 6-inch sanitary laterals along NW 133rd Street. Currently, the existing sanitary sewer line is located within a swale on the north side of 133rd street and has one active 6-inch private lateral connection (approximately 250 LF). The project seeks to relocate the sanitary sewer main within six feet to the North of the centerline of the right of way (ROW) and reconnect the lateral services to the new sewer main.

1.0.7 WORK COVERED BY CONTRACT DOCUMENTS

- A. Following receipt of Notice to Proceed with the work, the Contractor shall notify the Engineer at least ten (10) days before he/she is ready to start actual construction, to allow the City time to make arrangements for inspection of the work.
- B. Work under the Contract shall be scheduled and performed in such a manner as to result in the least possible disruption to the operation of the existing facilities. Any control modifications to the existing facilities shall not be made without first obtaining written permission from the Engineer and the City.
- C. Critical events in the sequence of construction are specified herein. The outline sequence of construction does not include all items necessary to complete the work but is intended to identify the sequence of critical events necessary to minimize disruption to the ongoing operation. The sequence of construction is a precedence requirement and does not attempt to schedule the Contractor's work. It is intended only to indicate which activities must precede other activities in order to minimize interference and disruptions.

- D. The existing facilities shall be maintained in an operable condition by the Contractor during construction, as indicated in the sequence of construction. All work by the Contractor that disrupts the normal operations shall be shown on the Construction Schedule and specifically scheduled with the City's staff. The schedule notification shall consist of a written notice defining the work to be accomplished, the function that will be interrupted, the duration of the interruption, and the mitigation effort to be performed by the Contractor to maintain systems capacity continuously. The written notice shall be submitted to the City fourteen (14) days in advance of the proposed work and the City will respond to the Contractor in writing within seven (7) days of receipt of the notice regarding the acceptability of the proposed plan.

1.0.8 SEQUENCE OF CONSTRUCTION

- A. The general sequence of construction shall be as follows, but **a detailed sequence of construction shall be submitted by the Contractor and approved by the Engineer before any work is started.** The City reserves the right to make changes to the sequence as necessary to facilitate the work or to minimize conflict with operations and no extra compensation will be allowed.
- B. CAPITALIZED ITEMS INDICATE WORK OR FUNCTIONS TO BE PERFORMED BY CITY FORCES. All other items shall be performed by the Contractor with special emphasis on the fact that numerous standard and miscellaneous construction phases are not mentioned specifically but shall be performed by the Contractor as required for a complete Project.

Note: For simplicity, the Sequence of Construction below will not detail the following items. **These shall be the responsibility of the Contractor and no extra compensation will be allowed.**

1. Contractor's field verification of all information provided in the Plans and to determine the type, location, elevation and extent of any utilities which may not have been shown on the Plans.
2. Contractor's operations involving plugging existing mains shall include:
 - a. Excavate existing main and verify its conditions including outside diameter, material and elevation.
 - b. Coordinate with the City for proper flow diversion
3. Installation of fittings, bends, solid sleeves. However, they shall be constructed in sequence with the installation of the pipelines as the work progresses.
4. Installation of precast sanitary sewer manholes for the installation of the gravity sewer pipe.
5. Submit complete "Pre-Approved Product List(s)" and/or shop drawings package to the Engineer in accordance with Section 01340 "Shop Drawings, Product Data and Samples" Obtain all pipe, fittings and appurtenant items to begin the work.

6. Notify "Sunshine State One-Call of Florida Inc., 811," forty-eight (48) hours prior to any excavation. Locate all utilities along the route of the Project.
7. Contractor's PSM shall reestablish the design baseline, vertical control points and reference points, and establish proposed pipeline location in accordance with Section 02314 "Excavation, Backfill and Fill for Structural Facilities and Utility Systems - Construction Methods."
8. After items 6 and 7 are completed, the Contractor shall meet with the City Inspector at the Project site and perform a pre-construction walk-through along the entire route of the Project to identify possible problems or conflicts with the proposed pipeline location.
9. The general sequence of work shall be as follows:

1) Phase I – Mobilization

Step – 1 Initiate mobilization. The Contractor shall set up storage, staging and parking areas, temporary environmental controls and tree protection devices in the project site. Obtain permits, develop and submit construction schedule and start shop drawing submittal. Contractor shall allow access to the other facilities within the project area, including adjacent businesses and homes at all times during construction.

Step – 2 Call for locates (Sunshine 811) and document all location marks in the field.

Step – 3 Contractor shall include the necessary provisions to safeguard the existing utilities noted within the project area. Furthermore, the Contractor shall be advised that the utilities shown on plans are based on best available information and shall take all necessary precautions to confirm, identify, preserve, and maintain the integrity while performing construction.

Step – 4 Contractor shall **immediately** open a dialog with all existing utilities in the project area. Contractor shall notify Engineer of any utility relocation requirements and costs. Utility relocations shall be reimbursed under a dedicated allowance account. Failure to properly coordinate any required utility relocations may result in delays for which the Contractor may be liable for.

Step – 5 Verify locations, elevations, dimensions, manufacturer of pipes, equipment, etc., before ordering materials to complete the work in accordance with the Contract Documents, Shop Drawings and field conditions.

Step – 6 Upon approval of shop drawings, order long lead items so that materials may be delivered in a timely fashion without delays to construction.

2) Phase II – Gravity Main Installation

NOTE: Refer to Drawings, Sheets C-01, C-02

Step – 1 At 133rd Street,

At STA. 11+75±:

Begin construction, install the precast sanitary sewer manhole #2, as per Miami-Dade Water and Sewer Department Standard Detail SS 7.0.

Step – 2 At 133rd Street,

At STA. 13+99±:

Install the precast sanitary sewer manhole #3, as per Miami-Dade Water and Sewer Department Standard Detail SS 7.0.

Step – 3 At 133rd Street,

At STA. 16+81±:

Install the precast sanitary sewer manhole #4, as per Miami-Dade Water and Sewer Department Standard Detail SS 7.0.

Step – 4 At 133rd Street,

From STA. 13+99± to STA. 16+81±:

Install 8-inch PVC (C-900) gravity sewer pipe at a 0.4% slope, as indicated in plans, and clean the pipe.

Step – 5 At 133rd Street,

At STA. 15+90.60±:

Install the 17 LF of 6" PVC Sanitary Lateral and cleanout as per Miami-Dade Water and Sewer Department Standard Detail SS 1.0 and SS 22.0.

Step – 6 At 133rd Street,

At STA. 16+51.30±:

Install the 17 LF of 6" PVC Sanitary Lateral and cleanout as per Miami-Dade Water and Sewer Department Standard Detail SS 1.0 and SS 22.0.

Step – 7 At 133rd Street,

At STA. 16+81.26±:

Install the 17 LF of 6" PVC Sanitary Lateral and cleanout as per Miami-Dade Water and Sewer Department Standard Detail SS 1.0 and SS 22.0.

Step – 8 At 133rd Street,

From STA. 11+75.6± to STA. 13+99±:

Install 8-inch PVC (C-900) gravity sewer pipe at a 0.4% slope, as indicated in plans, and clean the pipe.

Step – 9 At 133rd Street,

From STA. 11+62.58± to STA. 11+75.6±:

Install 8-inch PVC (C-900) gravity sewer pipe at a 0.4% slope, as indicated in plans, and clean the pipe.

Step – 10 At 133rd Street,

At STA. 11+62.58±:

Begin construction, excavate existing Manhole #1, core and drill the manhole and connect the 8-inch PVC (C-900) gravity sewer extension, as per Miami-Dade Water and Sewer Department Standard Detail SS 6.2.

Step – 11 At 133rd Street,

After successful installation of the proposed gravity sewer system and authorization by the City; the Contractor shall excavate existing 8-inch force main, plug, grout and abandon in place, as indicated in the Plans.

3) Phase IV – Final Sitework and Project Closeout

Step 1 – Repair roadway and curbing, access roadway within project site, asphalt areas as required.

Step 2 – Demobilization and related closeout activities shall be in accordance with section 01700 "Project Closeout".

Step 3 – Restore project site to pre-existing conditions, as applicable.

Step 4 – Complete all remaining miscellaneous and appurtenant work, including restoration of damaged survey control points, final inspection and cleanup.

- C. The Contractor's equipment must be in first class operating condition, including proper mufflers and other silencing accessories. All equipment must be properly lubricated on a special maintenance type schedule to reduce noise, including tracks, rollers, idlers, sheaves and other noise producing components. Care must be taken to prevent oil spillage of any kind or oil dripping from equipment. The Contractor shall provide a temporary electric service for his electric equipment as specified herein below, and shall pay all cost thereof, including all charges for electricity used during the entire course of the project until its acceptance by the City. If the equipment used proves less than satisfactory and is unduly or needlessly disturbing the neighbors, in the opinion of the Engineer, he will have the right to order the Contractor to immediately modify the equipment to make it satisfactory, or to change to other equipment that is satisfactory at no additional cost to the City. During construction the Contractor shall, by sprinkling with water or by other means approved by the Engineer, eliminate dust

annoyance to adjacent property owners. No additional compensation will be paid to the Contractor for any costs incurred in complying with the provisions herein.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

01011 SITE CONDITIONS

PART 1 – GENERAL

1.0.1. SITE INVESTIGATION

- A. The Contractor acknowledges that he has satisfied them as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation: disposal, handling and storage of materials; availability of labor, water, electric power, roads; disposal of water from construction; uncertainties of weather; the conformation and conditions of the ground; the type of equipment and facilities needed preliminary to and during the prosecution of work and all other matters which can in any way affect the work or the cost thereof under this contract.
- B. The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface materials to be encountered from inspecting the site and from evaluating information derived from exploratory work that may have been done by the City included with these contract documents. Any failure by the Contractor to acquaint the City or them with all the available information will not relieve them from the responsibility for properly estimating the difficult or cost thereof under this Contract.
- C. The Contractor acknowledges that by personal field observation or other means satisfactory to himself, performed prior to the bid, he has included in the prices bid all costs for dealing with all construction problems create by observable above or on grade features on or adjacent to the site of the site of the work whether or not these features are shown on the plans or described in the specifications. In instances where the observable features indicate subsurface conditions which may affect the project work, as for example, a pavement patch or catch basin gratings indicating respectively a utility or storm sewer not shown on the plans, the Contractor acknowledges that he has made timely, diligent, inquiry of the Engineer or by other means fully satisfied themselves prior to the bid as to the nature of, and costs created by, the subsurface condition and included all costs therefore in the prices bid.

1.0.2. SITE CONDITIONS

- A. All information obtained by the City regarding the site conditions, topography, subsurface information, groundwater contamination, groundwater elevations, existing construction of site facilities as applicate, and similar data will be made available for inspection at the office of the Engineer upon request. Such information is offered as advisory information only. Neither the Engineer nor the City assumes any responsibility for the completeness of, or for the Contractor's interpretation of, such advisory information. Prior to bidding and after written approval from the City, bidder shall make his own investigations to satisfy themselves with site conditions at their own cost.

- B. Surface investigations, including test borings, have been made to indicate subsurface conditions at locations in the project.
- C. Prospective bidders are advised, at their own expense, to make such subsurface investigation, by boring or test hole excavation, as may be desirable. However, such work shall be scheduled by appointment with the Engineer if for a City site or by notification to the City and property permitted if in the public right of way.

1.0.3. DIFFERING SUBSURFACE CONDITIONS

- A. In the event Subsurface or latent physical conditions are found materially different from those indicated in these documents and differing materially from those ordinarily encountered and generally recognized as inherent in the character of work covered in these project documents, promptly, and before such conditions are disturbed, notify the Engineer in writing of such changed conditions.
- B. The Engineer will investigate such conditions promptly and following this investigation, the Contractor shall proceed with the work, unless otherwise instructed by the Engineer. If the Engineer finds that such conditions do so materially differ as to cause an increase or decrease in cost and time considered reasonable by the Engineer, the City will make the final decision regarding any adjustment in cost or time for completion.
- C. In the event that site conditions differ from those expected by the Contractor, the Contractor shall proceed to complete the work as contemplated by the plan and specifications on his own cost and expense. If in the discretion of the Engineer, the difference in site conditions renders completion of the work as described by the plans and specifications impossible, the Engineer may alter the work, whereupon the Contractor shall be compensated for any extra work pursuant to "Extra Work and Payment therefore" of the special conditions; the Engineer shall not alter the work where the site conditions render the work more difficult or costly to perform, if such work is otherwise still possible as described in the contract documents.

1.0.4. EXISTING UTILITIES AND LOCATION SERVICES

- A. Known utilities and structures adjacent to or encountered in the work are shown on the drawings. The locations shown are taken from existing records and the best information available from the existing plans; However, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the Engineer or the City for their accuracy or completeness.

- B. **No request for additional compensation or Contract time (except for a non-compensable time extension at the sole discretion of the Engineer, whose decision shall be final) resulting from encountering utilities or structures not shown, or differing in location or elevation from that shown, will be considered. The Contractor shall explore sufficiently ahead of the work to allow time for any necessary adjustments without delay to the progress of the installation. Costs due to delays occasioned by encountering underground utilities or structures which could have or should have been discovered by timely exploration ahead of the work shall rest solely with the Contractor.**
- C. Prior to proceeding with excavation, the Contractor shall contact all utility companies and all other users of the right of way in the area to aid in locating their underground services. It shall be the Contractor's responsibility to contact utility companies at least three (3) normal working days before starting construction. The Contractor shall proceed with caution in the excavation and preparation so that the exact location of underground utilities may be determined.
- D. It is the responsibility of the Contractor to ensure that all utility or other existing facilities, the stability of which may be endangered by the close proximity of excavation, are temporarily held in position while work proceeds in the vicinity of the facilities and that the utility or other companies concerned be given reasonable advance notice of any such excavation by the Contractor.
- E. The Contractor shall take all reasonable precautions against damage to existing utilities. However, in the event of a break in an existing water main, gas main, sewer or underground cable, the Contractor shall immediately notify the responsible official of the organization operating the interrupted utility. The Contractor shall lend all possible assistance in restoring services and shall assume all cost, charges, or claims connected with the interruption and repair of such services, as determined by the City.

1.0.5. CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Where the Contractor's operation could cause damage or inconvenience to railway, telephone, fiber optic, television, electrical power, oil, gas, water, sewer, irrigation system, or any other utility, public or private, the Contractor shall make all arrangements necessary for the protection of these utilities and services.
- B. Notify all utility companies that are affected by the construction operation at least forty-eight (48) hours in advance. Under no circumstance expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities and utility poles where necessary. **Absolutely no extra compensation will be allowed for construction problems created by utility poles of whatever size, overhead electric, telephone or other lines whether shown on the plans or not.**

The Contractor is solely responsible for discovering such items in the field prior to bidding and including all costs for such work in the prices bid.

- C. The Contractor and his Subcontractor shall be solely and directly responsible to the Owners and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this contract.
- D. Neither the City nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractors failure to protect utilities encountered in the work.
- E. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no event shall interruption of any utility service be allowed unless granted by the Owner of the utility.
- F. In the event water service lines that interfere with construction are encountered, the Contractor may, by obtaining prior approval of the water utility, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense and as approved by the Engineer.
- G. Replace, with material approved by the Engineer, at Contractor's expense, any and all other laterals, existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents and as approved by the Engineer.

1.0.6. INTERFERING STRUCTURES

- A. Take necessary precautions to prevent damage to existing structures whether on the surface, above ground, or underground. An attempt has been made to show major structures on the plans. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and is presented as a guide. The Contractor is solely responsible for field verification of all information provided and to determine the type, location, elevation and extent of any utilities which may not have been shown on the plans.

1.0.7. FIELD RELOCATION

- A. During the process of construction, it is expected that minor relocations of the work may be necessary. Such relocations shall be made only by the direction of the Engineer at the Contractor's expense. If existing structures are encountered that will prevent construction as shown, notify the Engineer before continuing with the work in

order that the Engineer may make such field revisions as necessary to avoid conflict with the existing structures. If the Contractor fails to notify the Engineer when an existing structure is encountered, and proceeds with the work despite this interference the Contractor does so at his own risk.

- B. Representatives of utility companies, the railroad companies, the traffic and transportation authorities, etc., shall be notified in accordance with the provisions set forth in the relevant sections of the specifications and the permitting documents.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

01015 INDEX OF DRAWINGS

PART 1 – GENERAL

1.0.1. PLANS BY THE CITY

- A. Plans dated September 2022 and any subsequent revision, thereto, introduced by Addenda prior to bid, showing this work, are hereby made a part of the Contract Documents, and are **listed** as follows:

**OPA-LOCKA
GRAVITY MAIN RELOCATION**

Sheet No.	Drawing No.	Title
GENERAL		
B-01		TITLE SHEET, LOCATION AND LIST OF DRAWINGS
B-02		ABBREVIATION, SYMBOLS, GENERAL NOTES AND LEGENDS
CIVIL		
C-01		PLAN AND PROFILE
C-02		PLAN AND PROFILE

- B. Due to the possibility of typing errors or omissions, the above list shall not be considered as necessarily complete, nor shall the City Standard Details which may be included elsewhere herein be considered as forming a complete listing of all City Standard Details which may apply to this Project. Perform all work shown on all sheets of the Plans, as specified herein or necessary for a complete functional installation and no extra compensation will be made due to the omission or incorrect listing of a Drawing in this Section. All City Standard Details are incorporated in these Contract Documents by reference and all work shall be performed in accordance with all applicable City Standard Details.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

1-15

01016 SAFETY REQUIREMENTS, HURRICANES PREPAREDNESS AND
PROTECTION OF PROPERTY

PART 1 – GENERAL

1.0.1. CONTRACTOR'S RESPONSIBILITY FOR SAFETY

- A. Conduct whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the contract period. This requirement shall apply continuously and not be limited to normal working hours.
- B. The Contractor shall be in compliance with all applicable provisions of the Occupational Safety and health Act of 1970. The Contractor's Manual of Safety Practices, dealing with the firm's policies on field safety procedures for employees shall be submitted to the Engineer for his review before "Notice to proceed" will be issued.
- C. Neither the professional activities of the design professional, nor the presence of the design Professional nor his or her employees and subconsultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including but not limited to, construction means, methods, sequence techniques or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the project documents and any health and safety precautions required by any regulatory agencies.

1.0.2. FEDERAL STATE AND LOCAL SAFETY REQUIREMENTS

- A. Safety provisions shall conform to the federal and state Departments of labor Occupational Safety and Health Act (OSHA), and all other applicable federal, State, County, and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these project Documents. Where any of these are in conflict, the more stringent requirements shall be followed. Contractor's failure to thoroughly familiarize with the safety provisions shall not relieve him/her from compliance with the obligations and penalties set forth therein.
- B. All excavations made in the earth shall be performed in compliance with the State of Florida Trench Safety Act, OSHA 29 CFR 1926 Subpart P (Chapter 90-96, Laws of Florida). The Contractor shall appoint a competent person, in accordance with subpart P, who shall be present at the jobsite. A "competent person" shall mean one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

- C. The Contractor shall be familiar with the “Underground facility Damage” Prevention and safety Act” Florida Statute 556. The Contractor shall contact the Sunshine State One Call of Florida, at 01-800-432-4770 or by submitting an internet ticket entry via www.sunshine811.com) at least 48 hours prior the excavation. Failure to familiarize himself with the safety provisions shall not relieve him/her from compliance with the obligations and penalties set forth therein.
- D. Conduct operations in such a manner utilizing warning devices, such as traffic cones, barricades and warning lights that traffic, pedestrian and City personnel are given adequate warning of hazards of the worksite as may be deemed necessary by the City, Engineer of Record, and governing agency having jurisdiction over the work or political subdivision.
- E. The Contractor shall be in compliance with all applicable provisions of the OSHA Code of Federal Regulations (CFR), including, but not limited to, the following:
 - 1. 29 CFR Part 1910 Subpart D - Walking-Working Surfaces
 - 2. 29 CFR Part 1910 Subpart G - Occupational Health and Environmental Control
 - 3. 29 CFR Part 1910 Subpart H - Hazardous Materials
 - 4. 29 CFR Part 1910 Subpart I - Personal Protective Equipment
 - 5. 29 CFR Part 1910 Subpart J - General Environmental Controls
 - 6. 29 CFR Part 1910 Subpart N - Materials Handling and Storage
 - 7. 29 CFR Part 1910 Subpart P - Hand and Portable Powered Tools and Other Hand-Held Equipment
 - 8. 29 CFR Part 1910 Subpart Q - Welding, Cutting and Brazing
 - 9. 29 CFR Part 1910 Subpart S – Electrical
 - 10. 29 CFR Part 1910 Subpart T - Commercial Diving Operations
 - 11. 29 CFR Part 1910 Subpart Z - Toxic and Hazardous Substances
 - 12. 29 CFR Part 1926 Subpart E - Personal Protective and Life Saving Equipment
 - 13. 29 CFR Part 1926 Subpart H - Materials Handling, Storage, Use, and Disposal
 - 14. 29 CFR Part 1926 Subpart I - Tools - Hand and Power
 - 15. 29 CFR Part 1926 Subpart J - Welding and Cutting

16. 29 CFR Part 1926 Subpart K – Electrical
 17. 29 CFR Part 1926 Subpart L – Scaffolds
 18. 29 CFR Part 1926 Subpart M - Fall Protection
 19. 29 CFR Part 1926 Subpart P – Excavations
 20. 29 CFR Part 1926 Subpart Q - Concrete and Masonry Construction
 21. 29 CFR Part 1926 Subpart S - Underground Construction, Caissons, Cofferdams, and Compressed Air
 22. 29 CFR Part 1926 Subpart Z - Toxic and Hazardous Substances
 23. 29 CFR Part 1926 Subpart AA - Confined Spaces in Construction
 24. 29 CFR Part 1926 Subpart CC - Cranes and Derricks in Construction
- F. In addition, the Contractor shall adhere to any other applicable Federal, State and Local Safety and Health Regulations involving General industry and/or Construction Standards not mentioned in the Specifications.
- G. For trench excavations in excess of five (5) feet in depth, the Contractor shall comply with the provisions of Florida Statutes Chapter 553, Part III, "Trench Safety Act," the "Trench Safety Act" section of the Quotation, and Section 6.01 "Excavation."
- H. The Contractor shall comply with the provisions of Florida Statutes Chapter 556, "Underground Facility Damage Prevention and Safety Act." The Contractor shall contact Sunshine 811 by calling 811 or 1-800-432-4770, or by submitting an internet ticket entry via www.sunshine811.com, at least forty-eight (48) hours prior to any excavation. Failure to familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and the penalties set forth herein.
- I. All open excavations made in the earth shall be performed in compliance with OSHA 29 CFR Part 1926 Subpart P - Excavations, and Florida Statutes Chapter 553, Part III, "Trench Safety Act." The Contractor shall appoint a "competent person," in accordance with Subpart P, who shall be present at the job site. A "competent person" shall mean one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

1.0.3. SAFE ACCESS BY FEDERAL, STATE, AND LOCAL GOVERNMENT OFFICIALS

- A. The Contractor shall at all times provide proper facilities for safe access to the work by authorized government officials.

1.0.4. CONSTRUCTION SAFETY PROGRAM

- A. Develop and maintain for the duration of the project, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor's Manual of Safety practices outlining the firm's policies on field safety procedures for employees shall be submitted to the Engineer for review before "Notice to Proceed" will be issued. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.
- B. Certain products specified in these specifications contain warnings by the manufacturers that under certain conditions, if instructions for use are not followed, a hazardous condition may exist. It is the Contractor's responsibility to instruct his workmen in the safe use of the product, or any product substitution.
- C. The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's Safety Supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

1.0.5. SAFETY EQUIPMENT

- A. As part of the safety program, maintain at an office or other well-known place at the jobsite, safety equipment applicable to the work as prescribed by the governing safety authorities, all articles necessary for giving first-aid to the injured, and establish the procedure for the immediate relocation to a hospital or a doctor's care of any person who may be injured on the jobsite.
- B. Perform all necessary work to protect all personnel and the general public from hazard, including, but not limited to, surface irregularities or unramped grade changes, and trenches or excavations. Furnish barricades, lanterns, and proper signs to safeguard all persons and work.
- C. There shall be no oil dripping from equipment or oil spills.
- D. The material shall be stored and handled in a proper and safe manner and upon its use, immediately dispose of the containers, cans, rags, and remnants of the material in a manner approved by the City of Environmental Resources Management at the Contractor's sole cost. The Contractor is not allowed to store empty containers at the site. In case of any violation, the Engineer will report such violation to DERM, and the Contractor shall be subject to all penalties and fines as required by State and County regulations.

- E. The performance of all work and all completed construction, particularly with respect to ladders, platforms, structure openings, scaffolding, shoring, logging, machinery guards and the like, shall be in accordance with the applicable governing safety authorities.
- F. During construction, construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railings, barricades or steel plates, as applicable, at all openings, obstructions, or other hazards. All such barriers shall have adequate warning lights as necessary, or required, for safety.

1.0.6. STORAGE OF HAZARDOUS MATERIALS

- A. The material shall be stored and handled in a proper and safe manner and upon its use, immediately dispose of the containers, cans, rags and remnants of the material in a manner approved by the Department of Environmental Resources Management (DERM) at the Contractor's sole cost. The Contractor is not allowed to store empty containers at the site. In case of any violation, the Engineer will report such violation to DERM and the Contractor shall be subject to all penalties and fines as required by State and County regulations.
- B. The Contractor is hereby cautioned that he cannot store any environmentally hazardous materials such as solvents, greases, lubricants or any other type of chemical substances at the Pump Station site. The Contractor shall be allowed to keep only such materials at the site for immediate use.

1.0.7. ACCIDENT REPORTS

- A. If death, serious injuries, or series damage are caused, report the accident immediately by telephone or messenger to the Engineer. In addition, the Contractor must promptly report in writing to the Engineer and the City all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.
- B. If a claim is made by anyone against the Contractor or any Subcontractor on account of any accident, promptly report the facts in writing to the Engineer and the City, giving full details of the claim.

1.0.8. FIRE PREVENTION AND PROTECTION

- A. Perform all work in fire-safe manner. Furnish and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. Comply with applicable federal, local, and state fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

1.0.9. HURRICANE PREPAREDNESS

- A. During such periods of time as are designated by the United States Weather Bureau as being a hurricane alert, the Contractor shall perform all precautions as necessary to safeguard the work and property, including the removal of all small equipment and materials from the site, lashing all other equipment and materials to each other and to rigid construction, and any other safety measures as may be directed by the Engineer.
- B. During the hurricane season, which runs from June 1st to November 30th, it may become necessary to suspend work due to an impending storm until the proper working conditions prevail. In the event of a tropical storm or hurricane, it is the Contractor's responsibility to secure the jobsite in anticipation of the storm.
- C. Fifteen (15) days prior to beginning of construction, the Contractor shall submit to the City or designee a Hurricane Preparedness Plan. The plan shall outline the necessary measures that the Contractor proposes to perform in the event of a tropical storm or hurricane in order to protect all work, materials, and equipment from exposure and properly safeguard all components of the project.
- D. Prior to the Start of Work: The Contractor shall submit for approval, a plan of action for the specific actions to be taken on this specific project during a hurricane warning. The Contractor shall ensure operation of the by-pass system, if applicable, during the storm event. Backup power shall be included in case of power failure from FPL, as needed.
- E. Upon notification of Hurricane Watch:
 - 1. Formal notification to all Contractors to prepare and submit for approval a Plan of Action for the specific actions to be taken on their particular projects.
- F. Upon notification of a Hurricane Warning:
 - 1. Formal notification to the Contractors to implement their approved plan of action to protect the project and the public.
 - 2. For pipeline construction projects within the public right-of-ways, the Contractor will be notified by the Construction Manager Office to suspend his construction operations. The Contractor will backfill all open trenches, remove all construction equipment and materials from the right-of-way, remove unnecessary traffic barricades and signs, secure remaining barricades by "half burial" or "double sandbags".
- G. Post Disaster Work: In the event of a disaster declaration by the local or state governing authorities, the City may choose to obtain the services of the Contractor to perform work made an imminent priority for the disaster event. The compensation for the additional work caused by the disaster shall be negotiated between the Engineer

and the Contractor with written approval provided by both parties prior to mobilization at the designed location or locations. The value of the work performed shall be up to the original contract with contingencies and dedicated allowances.

1.0.10. JOINT SURVEY TO ESTABLISH AUTHENCITY OF POSSIBLE DAMAGE CLAIMS

- A. The Contractor shall maintain vertical and horizontal survey control points on all structures and improvements, located in the vicinity of the work prior to beginning work, and shall periodically check the points for movements with copies provided to the Engineer, of the survey notes for each survey and a copy of the layout of the survey control points.
- B. After the contract is awarded and before commencement of work, the Contractor shall perform a thorough examination of existing buildings, structures and other improvements in the vicinity of the work, as applicable, which might be damaged by his operations.
 - 1. Examinations of existing structures, buildings, and other improvements in the vicinity of the work shall be done by the Contractor. The scope of the examination shall include cracks in the structures, settlement, leakage, and similar conditions. The City assumes no responsibility for pre-existing conditions of the structure.
 - 2. Records in triplicate of all observations shall be prepared by the Contractor, photographs shall be taken by the Contractor signed and dated, with descriptive information and in the manner specified above. One signed copy of every document and photograph will kept on file in the office of the Engineer. Video recording also required.
 - 3. The above records are intended to be used as indisputable evidence in ascertaining the extent of any damage which may occur as a result of the Contractor's operations and are for the protection of the Contractor and the City, and will be a means of determining whether and to what extent damage, resulting from the Contractor's operations, occurred during the Contract work.
- C. In order to protect himself from being held liable for any existing damaged pavement, including detour routes, the Contractor is advised to notify in writing the authority having jurisdiction over the street where such detective pavement exist prior to proceeding with any work in the vicinity. Preconstruction videos and digital pictures shall be taken with date stamps of the entire area of work. A copy of all such notices shall be forwarded to the City.

1.0.11. TRAFFIC – GENERAL

- A. Traffic safety and traffic control devices shall be employed on all private and public construction work within the public right-of-way. Such measures shall be established and provided in conformance with the following regulations and in conformance with the Miami-Dade County Public Works Manual.
- B. For construction within the City's public right-of-way, the Contractor shall submit two sets of construction plans for review to the City of Opa-Locka Public Works Department.
- C. All traffic control and warning devices so specified shall, unless otherwise specified by the City be furnished, installed according to the Miami-Dade County Public Works Manual, Part I, Standard Details traffic control and safety by a Uniformed Police Officer, when specified, shall be furnished by the Contractor.
- D. The Contractor shall take necessary precautions to ensure complete protection to public health, welfare, and safety. Adequate protection and warning devices shall be placed at locations surrounding work areas to prevent injuries to public properties. Particular emphasis must be placed on safety devices for vehicular traffic. Any work areas that may create a hazard at night shall be well lighted from sunset to sunrise with lamps or lanterns visible from all approaches. All maintenance of traffic signals must be approved by the City.

1.0.12. TRAFFIC SAFETY AND ACCESS TO PROPERTY

- A. Comply with all rules and regulations of the City, state, and County authorities regarding closing or restricting the use of public streets or highways. No public or private roads shall be closed, except by express permission of the City and the controlling authority. Conduct the work to assure the least possible obstruction to traffic and normal commercial pursuits. Protect all obstructions within traveled roadways by installing approved barricades, signs, and lights where necessary for the safety of the public. The convenience of the general public and residents and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner.
- B. Where traffic will pass over backfilled trenches before they are paved, the top of the trench shall be maintained with temporary asphalt that will allow normal vehicular traffic to pass over. Temporary access driveways must be provided where required. Access to businesses, schools and homes along the route of the work shall always be provided by the Contractor.
- C. Supply flagmen and guards or Police when they are required by regulation, when deemed necessary for safety, or required by the Engineer. Flagmen and Guards shall be furnished with approved orange wearing apparel and other regulation traffic control devices.

- D. The Contractor shall be responsible for the maintenance of public streets, detour of traffic (including furnishing and maintaining regulatory and informative signs along the detour route) traffic control and other provisions, throughout the project as required by the City.
- E. Traffic shall be maintained according to corresponding typical traffic control details. No streets shall be completely blocked nor blocked more than one-half at any time, keeping the other half open for traffic without specific approval.

1.0.13. TRAFFIC CONTROL AND USE OF PUBLIC STREETS

- A. The Contractor shall be responsible for traffic control as specified hereinafter. Any reference to the City, its departments, or its published regulations, permits and data, shall be synonymous and interchangeable with other recognized governing bodies over particular areas of streets or their departments, published regulations, permits, or data. Abide by all applicable laws, regulations and codes thereof, pertaining to maintenance of public streets, detour of traffic, traffic control and other provisions as may be required for this project.
- B. The Contractor shall be fully responsible for the maintenance of public streets, detour of traffic (including furnishing and maintaining regulatory and informative signs along the detour route), traffic control and other provisions, throughout the project as required by the City of Opa-locka Public Works Department. Traffic shall be maintained according to corresponding typical traffic control details as outlined in the Miami Dade County Public Works Manual. No street shall be completely blocked nor blocked more than one-half at any time, keeping the other half open for traffic without specific approval.
- C. If required by the Traffic Division, employ the required number of uniformed off-duty policemen to maintain and regulate the flow of traffic through the construction area. The number of men required and the number of hours on duty necessary for the maintenance and regulation of the traffic flow shall be subject to their approval. If required for traffic control permits or agencies, the Contractor shall work odd or night hours, as required for traffic control reasons, and the cost of such work shall be considered as incidental to construction.
- D. The Contractor shall provide all barricades and/or flashing warning lights necessary to warn motorist of the construction throughout the project.
- E. Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic safety at all times. Provide necessary access to all adjacent property during construction.
- F. The contractor shall be responsible for the provision, installation and maintenance of all traffic control and safety devices, in accordance with specifications outlined in the

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Miami Dade County Public Works Manual. In addition, provide for the resetting of all traffic control and information signing removed during the construction period.

- G. Where excavations are to be made in the vicinity of signalized intersections, attention is directed to the fact that vehicle loop detectors may have been embedded in the pavement. Verify these locations by inspecting the site of the work and by contacting the Sunshine 811, at 1-800-432-4770, (or by submitting an internet ticket entry via www.sunshine811.com). Any loop detector which is damaged, whether shown on the plans or not, shall be repaired or replaced to the satisfaction of the Traffic Division.
- H. Notify the Traffic Division 24 hours in advance of the construction date, and 48 hours in advance of construction within any signalized intersection.
- I. Temporary pavement will be required over all cuts in pavement areas, and also where traffic is to be routed over swale or median areas. When the temporary pavement for routing traffic is no longer necessary, it shall be removed and the swale or median area restored to their previous condition.

1.0.14. WORKING IN CONFINED SPACES

- A. Where a Contractor needs to work in a confined space, the Contractor must comply with the General Industry, OSHA Confined Space Standard, 29 CFR 1910.146 or the equivalent Confined Space Standard in CFR 1926, Safety and Health Regulations for Construction Standards.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

01018 ENVIRONMENTAL CONTAMINATION

PART 1 – GENERAL

1.0.1. ENVIRONMENTAL CONSIDERATIONS

- A. For any work conducted in a contaminated area within the project boundaries where hazardous materials or hydrocarbons have been encountered, were previously known to exist, or is suspected by the Contractor or the City Inspector, the Contractor must comply with all applicable requirements of OSHA, EPA, FDEP and Miami-Dade County Regulatory and Environmental Resources Department.

1.0.2. SPECIALIZED CONSTRUCTION AREA

- A. Specialized construction areas are defined as areas where contaminants are discovered and require construction by personnel qualified by training and equipped with personal protective equipment for such work.
- B. Work in specialized construction areas shall be carried out by personnel qualified by training and equipped for such activities. These personnel shall be either subcontractors with licensing and certification as specialists in this type of construction or the Contractor's own personnel who have taken and been certified as having passed the required training course(s). Licensing and certifications shall be submitted to the City for verification and shall in all cases be satisfactory to both the City and other authorities with jurisdiction. The Field Health and Safety Technician furnished by the Certified Industrial Hygienist or Environmental Engineer shall be present on the site during all construction in specialized construction areas unless the nature of the work is non-hazardous such that either the Site Specific Health and Safety Plan or the Certified Industrial Hygienist or Environmental Engineer authorizes his absence.
- C. Disposal of any contaminated soils and/or groundwater must comply with all applicable federal, state and local requirements.

PART 2 – PRODUCTS

- 2.0.1. The Engineer of Record shall consult with the City regarding its requirement for material type (including pipe, fitting, gasket, valve interior coating, and the like) to be installed in contaminated areas.

PART 3 – EXECUTION

3.0.1. INSTALLATION REQUIREMENTS

- A. The requirements of this Section shall be closely adhered to in all cases where proposed mains are to be installed in an area of hydrocarbon contamination. These requirements and those imposed by Miami-Dade County Regulatory and Environmental Resources Department or any other agency having jurisdiction in addition to, and take precedence over the City's standard specifications and standard details for ductile iron mains.
- B. Contaminated backfill cannot be placed back into an existing trench. Contaminated fill shall be replaced with clean fill, hauled offsite and legally disposed of at a location which can handle the material.
- C. The City may require gasketed joints be protected by encasing the entire joint with a hydrocarbon impermeable material. In this case, all joint gaskets shall be protected including those on pipe, fittings, valves, fire hydrants and specialty items.

END OF SECTION

01025 MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. Payment for the various items in the Schedule of Payment items, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, taxes, materials, commissions, transportation and handling, bonds, permit fees, insurance, overhead and profit, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the work, all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). Such compensation shall also include payment for any loss or damages arising directly or indirectly from the work.
- B. The Contractor's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Schedule of Payment items or this Section, it shall include the cost for that work in some other applicable bid item, so that its proposal for the project does reflect its total price for completing the work in its entirety.

1.0.2. SUBMITTALS

- A. Informational:
 - 1. Schedule of Values: Submit schedule on City's form.
 - 2. Application for Payment.
 - 3. Final Application for Payment.
- B. Submittals shall be in accordance with Section 01300 "Submittals" and the City's standards.

1.0.3. SCHEDULE OF VALUES

- A. Prepare a schedule of values for the work.
- B. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.
- C. Lump Sum Work:

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1. Reflect schedule of values format included in conformed Bid Form.
 2. List Bonds and insurance premiums, mobilization, demobilization, facility startup, and contract closeout separately.
- D. An unbalanced or front-end loaded schedule will not be acceptable.
 - E. Summation of the complete schedule of values representing all the work shall equal the Contract Price.
 - F. The Contractor shall submit a Schedule of Values for review with the return of the executed Agreement to the Owner. The schedule shall contain the installed value of the component parts of work for the purpose of making progress payments during the construction period.
 - G. The schedule shall be given in sufficient detail for proper identification of work accomplished. The Schedule of Values shall directly correlate to each activity outlined in the construction progress schedule and the construction network analysis (specified in the section entitled "Submittals") to accurately relate construction progress to the requested payment. Each item shall include its proportional share of all costs including the Contractor's overhead, contingencies and profit. The sum of all scheduled items shall equal the total value of the Contract.
 - H. If the Contractor anticipates the need for payment for materials stored on the project site or off-site in bonded warehouse, it shall also submit a separate list covering the cost of materials, delivered and unloaded with taxes paid. This list shall also include the installed value of the item with coded reference to the work items in the Schedule of Values. Payment for stored materials shall comply with requirements of General Conditions.

1.0.4. APPLICATION FOR PAYMENT

- A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of Contractor.
- B. Use detailed Application for Payment Form provided by the City.
- C. Include accepted schedule of values for each portion of work and the unit price breakdown for the work to be paid on unit price basis, and a listing of Owner-selected equipment, if applicable, and allowances, as appropriate.
- D. Preparation:
 1. Round values to nearest dollar.

2. List each Change Order and Written Amendment executed prior to date of submission as separate line item. Totals to equal those shown on the Transmittal Summary Form.
3. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form, a listing of materials on hand as applicable, and such supporting data as may be requested by Owner.

1.0.5. MEASUREMENT—GENERAL

- A. Weighing, measuring, and metering devices used to measure quantity of materials for work shall be suitable for purpose intended and conform to tolerances and specifications as specified in National Institute of Standards and Technology, Handbook 44.
- B. Whenever pay quantities of material are determined by weight, material shall be weighed on scales furnished by Contractor and certified accurate by state agency responsible. Weight or load slip shall be obtained from weigher and delivered to the City or City's representative at point of delivery of material.
- C. If material is shipped by rail, car weights will be accepted provided that actual weight of material only will be paid for and not minimum car weight used for assessing freight tariff, and provided further that car weights will not be acceptable for material to be passed through mixing plants.
- D. Vehicles used to haul material being paid for by weight shall be weighed empty daily and at such additional times as required by the City. Each vehicle shall bear a plainly legible identification mark.
- E. Materials that are specified for measurement by the cubic yard measured in the vehicle shall be hauled in vehicles of such type and size that actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. Vehicles shall be loaded to at least their water level capacity. Loads hauled in vehicles not meeting above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for such material.
- F. Where measurement of quantities depends on elevation of existing ground, elevations obtained during construction will be compared with those shown on drawings. Variations of 1 foot or less will be ignored, and profiles shown on drawings will be used for determining quantities.
- G. Units of measure shown on Bid Form shall be as follows, unless specified otherwise. All methods of measurement shall be approved by the City.

<u>Item</u>	<u>Method of Measurement</u>
AC	Acre – Field Measure
CY	Cubic Yard – Field Measure within limits specified or shown, or measured in vehicle by volume, as specified
EA	Each – Field Count
GAL	Gallon – Field Measure
HR	Hour
LB	Pound(s) – Weight Measure by Scale
LF	Linear Foot – Field Measure
LS	Lump Sum – Unit is one; no measurement will be made
SF	Square Foot
SY	Square Yard
TON	Ton – Weight Measure by Scale (2,000)

1.0.6. MEASUREMENT AND PAYMENT

A. General:

1. Payment for all the work completed under this Project shall be made in accordance with the provisions of the "Special Conditions" on the basis of the specific provisions of this section of the Specifications.
2. The Contractor will be paid each month the value of the work completed during the preceding month (less retainage) and the invoiced cost including applicable sales taxes and shipping value (less retainage) of materials not already used, but which have been furnished by the Contractor under the Specifications, provided that such materials have been delivered, properly stored and inspected by the Engineer and that payment therefore has been satisfactorily certified by the Contractor to the Engineer. Remaining cost for materials (less retainage) will be paid at the same time as installation. Any payment for materials which are not used will be withheld from the final payment.
3. The Contractor shall receive and accept the compensation as provided in the Quotation, the ITB and "Invoices and Payments" of the "Special Conditions" as full payment for furnishing all labor, materials, tools and equipment, for performing all operations necessary to complete the work under this Contract, and also in full payment for all loss or damages arising from the nature of the Work, or from the action of the elements or from unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the City.
4. The cost breakdown (or Schedule of Values) referred to herein is defined in "Schedule of Values" of the "Special Conditions." The cost breakdown (Schedule of Values) approved by the Engineer will be used as the basis for making progress payments and for determining the cost of extra work which is the same or similar (as determined by the Engineer) to that defined in the "Schedule of Values."

5. The prices stated in the Quotation includes full compensation for overhead and profit, all costs and expenses for taxes, labor, equipment, furnishing and repairing small tools and ordinary equipment, mobilization, home office expenses and general supervision, materials, commissions, transportation charges and expenses, patent fees and royalties, bond, insurance, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Plans and specified herein. In addition, the Contractor shall include the actual cost of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, union dues, pension, pension plans, vacations, and insurance and contractor's public liability and property damage insurance involved in the work based on the actual wages paid to such labor and all other general costs and profits, prorated to each item.
6. Unless otherwise specifically stated elsewhere herein, the Contractor shall include in the prices bid all materials, electrical supply, fuel, lubricants, temporary equipment, temporary wiring, temporary piping and fittings, pumps, gages, and all other items of whatever nature required to completely test, balance, disinfect if required, and put into fully operational condition all equipment and/or systems supplied by either the City or the Contractor and installed as a part of this Project. Further, any test materials supplied by the Contractor shall be completely satisfactory to the City. Any decision as to whether a particular material is suitable for test purposes shall be at the sole discretion of the Engineer whose decision shall be final. Any material considered not suitable shall be immediately replaced by the Contractor with suitable material and no extra compensation will be allowed."
7. It is the intent of the City to obtain a complete and working installation under this Contract, and any items of labor, equipment or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the Plans or stated herein.
8. For purposes of determining the monthly payments to be made to the Contractor for work accomplished, the value of the work completed shall be determined in the following manner:
 - a. Excavation, installation of pipe, fittings, completed backfill, plugging existing mains and temporary paving repairs shall constitute seventy-five percent **(75%)** of the price bid for these Quotation Items.
 - b. Submittal of the PSM's daily progress reports and/or field book notes and monthly as-builts of the work that has been performed to date (all documents subject to approval and acceptance by the City) shall constitute ten percent **(10%)** of the price bid for these Quotation Items.
 - c. Completion of all sitework restoration, shall constitute five percent **(5%)** of the price bid for these Quotation Items.

- d. Submittal of the final as-builts to the satisfaction of the Engineer, completion of all surface repairs, restoration of public or private facilities, appurtenances, and all other work not provided for under other Quotation Items shall constitute the remaining ten percent **(10%)** of the price bid for these Quotation Items.

B. Price Bid:

1. The price bid for each item shall be stated in both words and figures in the appropriate places in the Quotation form. All blank spaces for bid prices must be filled in with ink, or with a typewriter. The Bidder is further directed that any and all alterations, changes, corrections and modifications, made to the Quotation forms prior to submission of bids, must be initialed by the Bidder. Non-compliance by the Bidder of this directive may be grounds for rejection of his bid.
2. In the event that there is a discrepancy between the price written in words and the price written in numbers, the price written in words shall govern except where the number of units multiplied by the unit price shown in numbers equals the total price for that bid item. In such case the unit price shown in numbers shall govern over the unit price shown in words.
3. Where an error is made in the calculation of the total bid price of an item, the unit price shall govern.
4. If the bidder makes an error in his addition of the total bid prices of the applicable items in the Quotation, the correct sum of its applicable bid item totals shall be the Total Bid.
5. It has been determined that the City is not exempt from the payment of Florida State Sales Tax under this Contract. All items of materials, equipment and supplies furnished by the Contractor and remaining a part of the completed Project are subject to this Tax. The Bidder shall include a sufficient amount of money to pay for this Tax in his bid price. Sufficient money to pay the Tax for all miscellaneous materials and minor items shown on the Plans, specified herein, or necessary for the work, and which will remain a part of the completed Project, shall also be included in the price or prices bid, and no other compensation will be provided.

C. Quotation Items:

It is intended that all work required to complete this Project will be included in the various bid items as follows:

Item No. 1

For performing preparatory work and operations in mobilizing for beginning the work of the Project, including preparation and acceptance of Maintenance of Traffic Plan (MOT), but excluding materials and permit costs, both of which are paid under other payment items, shall include, but not be limited to; preparation, submission

and acceptance of the MOT, first by the City and if acceptable to the City, submission to and acceptance by all other governing authorities; supply, submission and correction of all "Pre-Approved Product Lists" and/or shop drawings; ordering the said equipment and materials in a timely fashion; those operations necessary for the movement of personnel, equipment, supplies and incidentals to the Project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities; the cost of reestablishing the design baseline, vertical control points and reference points, and establishing proposed pipeline location; the cost of MOT and permit preparation/submission/acceptance; the costs of bonds, required insurance and other preconstruction expense but excluding the actual cost of permits, which are paid under a separate dedicated allowance account and excluding the cost of materials which are paid under another bid item(s).

Not inclusive of the costs incurred in the provision of traffic control and the costs incurred in the provision of off-duty police officers that are to be paid for under separate Bid Items.

The mobilization item will be paid in the following manner:

Contracts with a contract duration of up to and including one hundred twenty (120) calendar days will be paid in two (2) separate payments, each equal to fifty (50) percent of the amount bid for this item.

Contracts with a contract duration of over one hundred twenty (120) calendar days will be paid in four (4) separate payments, each equal to twenty-five (25) percent of the amount bid for this item.

The two or four payments will be made with the first two or four payment draws and is conditioned upon progress satisfactory to the Engineer being made pursuant to the accepted Project.

The total amount of the partial payments may not exceed ten (10) percent of the original Subtotal of the bid items. Any remaining amount will be paid upon completion of all work on the Contract. Retainage, as specified in the "General Covenants and Conditions" and any Special Provisions will apply to these payments.

Since this item is bid as an aggregate sum, payment will be in accordance with the cost breakdown as approved by the Engineer and measured as required by and satisfactory to the Engineer.

Item No. 2 and 4

For furnishing and delivering to the City PVC (C-900) pipe and pipe fittings for sewer gravity main of the nominal sizes specified in these bid items, will be paid at

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the unit price bid times the number of linear feet accepted by the Engineer, which payment shall be full compensation for furnishing PVC (C-900) pipe, pipe fittings, solid sleeves and specials; joint materials; joint thrust restraints; tie rods and eye bolts; corporation stops for testing; pipe bedding; backfill materials; temporary pavement materials; transportation and handling cost delivered ditch side; all shop drawing preparation and correction cost for material furnished under this item; all material and equipment required to clean and test the main and fittings; and all other appurtenant and miscellaneous items (not included in another bid item) required for a complete and satisfactory installation.

Item No. 3 and 5

For installing PVC (C-900) pipe and pipe fittings for sewer gravity mains of the nominal sizes specified in these bid items will be paid for at the unit price bid times the number of linear feet installed and accepted by the Engineer. The price per foot for installing pipe and pipe fittings shall be full compensation for the completed pipeline, ready for service, and shall include, but not be limited to; exploratory excavation; excavation; sheeting and shoring if necessary; complying with the Florida Statutes "Trench Safety Act"; transporting and unloading the pipe, fittings and all other materials not specified in other bid items from delivery trucks at the job site (trench side) and placing them into position in the trench; installing PVC (C-900) pipe, pipe fittings, solid sleeves and specials; installing joint materials; installing joint thrust restraints; making thrust resistant joints; installing tie rods and eyebolts; cutting and installing nipples; making all connections within the lines themselves; cleaning and testing the pipe and fittings; placing and compacting backfill; removal and disposal of excess or unsuitable fill material, where required; maintaining access to residences and businesses along the route of the main; protecting existing utilities along the route of the main; making temporary paving repairs; complying with work hour restrictions; satisfying all requirements of the Project permits; preparation and submittal of the PSM's daily progress reports and/or field notes and monthly as-builts of the work that has been performed to date; pumper trucks; moving and replacing utilities, fences, trees, landscaping, shrubs, mail boxes, sprinkler systems, shoulders, asphalt paths, curb & gutter, asphalt and plain concrete driveways, traffic separators and all other similar items, to original locations and to equal or better than original conditions; and all other appurtenant and miscellaneous items and work (not included in another bid item) including final cleanup for a complete, satisfactory and functional installation.

Items No. 6

For furnishing and delivering the precast concrete manholes specified on plans, including rim and covers in these bid items will be paid for from the aggregate sum amount established by the Contractor for this purpose, which payment shall be full compensation for furnishing all necessary manholes specified on plans, transportation and handling costs delivered ditchside; all shop drawing preparation and correction cost for material furnished under this item; all material and equipment required to clean the item; and all other appurtenant and miscellaneous

items (not included in another bid item) required for a complete and satisfactory installation.

Items No. 7

For installing the precast concrete manholes specified on plans, including rim and covers in these bid items will be paid for from the aggregate sum amount established by the Contractor for this purpose, which payment shall be full compensation for installing all necessary manholes specified on plans, including making all connections within the lines themselves; cleaning and testing the pipe and fittings; placing and compacting backfill; removal and disposal of excess or unsuitable fill material, where required; maintaining access to residences and businesses along the route of the main; protecting existing utilities along the route of the main; making temporary paving repairs; complying with work hour restrictions; satisfying all requirements of the Project permits; preparation and submittal of the PSM's daily progress reports and/or field notes and monthly as-builts of the work that has been performed to date; all shop drawing preparation and correction cost for material furnished under this item; all material and equipment required to clean the item; and all other appurtenant and miscellaneous items (not included in another bid item) required for a complete and satisfactory installation.

Items No. 8

For connecting the proposed 8" gravity sewer to the existing sewer manhole #1 including core and drill as shown on the plans, will be paid for from the aggregate sum amount bid by the Contractor for this purpose. Such amounts represent the amount the contractor feels is necessary to comply with the governing agency's requirements.

Items No. 9

For furnishing and delivering 6" sanitary sewer cleanout assemblies specified on plans, including fittings, rim and covers in these bid items will be paid for from the aggregate sum amount established by the Contractor for this purpose, which payment shall be full compensation for furnishing all necessary cleanout assemblies specified on plans, transportation and handling costs delivered ditchside; all shop drawing preparation and correction cost for material furnished under this item; all material and equipment required to clean the item; and all other appurtenant and miscellaneous items (not included in another bid item) required for a complete and satisfactory installation.

Items No. 10

For installing the 6" sanitary sewer cleanout assemblies specified on plans, including fittings, rim and covers in these bid items will be paid for from the aggregate sum amount established by the Contractor for this purpose, which payment shall be full compensation for installing all necessary cleanout assemblies specified on plans, including making all connections within the lines themselves;

cleaning and testing the pipe and fittings; placing and compacting backfill; removal and disposal of excess or unsuitable fill material, where required; maintaining access to residences and businesses along the route of the main; protecting existing utilities along the route of the main; making temporary paving repairs; complying with work hour restrictions; satisfying all requirements of the Project permits; preparation and submittal of the PSM's daily progress reports and/or field notes and monthly as-builts of the work that has been performed to date; all shop drawing preparation and correction cost for material furnished under this item; all material and equipment required to clean the item; and all other appurtenant and miscellaneous items (not included in another bid item) required for a complete and satisfactory installation.

Items No. 11

For plugging and grouting the existing sanitary sewer pipe, will be paid for from the aggregate sum amount bid by the Contractor for this purpose. Such amounts represent the amount the contractor feels is necessary to comply with the governing agency's requirements.

Item No. 12

For excavating of existing backfill material at existing site location, will be paid for at the unit price bid times the number of cubic yards removed to the satisfaction of the Engineer, and includes removal of unsuitable material, loading, hauling, legal disposal off-site and tipping fees.

Item No. 13 - Contingent Item

For furnishing and installing additional suitable backfill material, will be paid for at the unit price bid times the number of cubic yards of additional trench backfill furnished and installed as directed by the Engineer in the field and includes removal of unsuitable material, loading, hauling, legal disposal off-site and tipping fees. The additional trench backfill shall be measured along the main within the limits of the trench as defined by the Department Standard Details appended hereto. The use of additional trench backfill shall be paid for only when and where approved by the Engineer prior to installation.

Item No. 14 - Contingent Item

For cold milling roadway surface course for permanent pavement repairs (nominal 1 inch thick), will be paid for at the unit price bid times the number of square yards of such surface course milled and required as measured along the curb within the limits defined by details on the Plans and/or the City's Public Works Manual appended hereto and as approved by the Engineer. Greater widths are at the Contractor's option and expense. The price bid shall be full compensation for furnishing all materials, labor and equipment required for milling of surfaces indicated. Asphalt cold milling shall be performed using an automated pavement planer capable of maintaining an accurate depth. Cold milling equipment shall

meet the approval of the Engineer and the governing agency having jurisdiction at the location of the pavement milling operation. The Engineer's word as to the acceptability of the equipment shall be final.

Item No. 15

For furnishing and installing limerock base for **Type "I"** permanent pavement repairs for roadway, as indicated in Miami-Dade County's Standard detail A 1.0, will be paid for at the unit price bid times the number of square yards of overlay, installed where directed by and to the satisfaction of the Engineer, which price shall be full compensation for furnishing all labor, material, and equipment for a complete installation, as required and directed by the Engineer. After the pavement has been milled and the existing pavement removed, layer of limerock shall be applied as specified above.

Item No. 16

For constructing **Type "I"** permanent pavement repairs for roadway (nominal 1 inch thick machine-laid asphaltic concrete friction surface overlay) will be paid for at the unit price bid times the number of square yards of overlay, installed where directed by and to the satisfaction of the Engineer, which price shall be full compensation for furnishing all labor, material, and equipment for a complete installation; and shall include asphalt pavement driveways in roadways, as required and directed by the Engineer. After the pavement has been milled and the existing pavement removed, a tack coat shall be applied as specified above. The latest applicable standard for the friction course from the governing authority shall be used. Temporary pavement markings for roadways shall be included in this bid item.

Item No. 17

For replacing pavement markings damaged, removed or obliterated by Contractor's operation, will be paid for from the aggregate sum amount bid by the Contractor for this purpose. Such amounts represent the amount the contractor feels is necessary to comply with the governing agency's requirements. Any portion of this fund, remaining after the work has been paid for will remain with the Contractor. Conversely, no requests for additional reimbursement will be approved. Reflective Pavement Markers shall also be furnished and installed under this item and there will be no additional compensation paid for this work.

Since this item is bid as an aggregate sum, no other special provisions for measurement will be necessary.

Item No. 18 - Contingent Item

For restoring sodded areas, will be paid at the unit price bid times the number of square yards of sod placed, and the price bid shall be full compensation for furnishing all labor, materials and equipment for a complete restoration.

Item No. 19

For furnishing traffic control, will be paid for from the aggregate sum amount established by the Contractor for this purpose. Such amount represents the amount the Contractor feels is necessary to provide sufficient flagmen, signs, barricades, and similar items and work for directing traffic and maintaining safety during all times of work and other times as directed by the Engineer, the municipalities' Public Works Department and any other governing authority. Any portion of this fund remaining after all authorized payments have been made will remain with the Contractor. Conversely, no requests for additional payments will be approved.

Payment to the Contractor under this item will be by monthly percentage corresponding to the percentage of the Project's work items completed and paid for each month, as approved by the Engineer.

Item No. 20 - Contingent Item

For sheeting and shoring ordered left in place by the Engineer, will be paid for at the unit price bid per square foot, measured from tip to cut-off times the horizontal length, regardless of thickness, times the number of linear feet of sheeting and shoring left in place as accepted by the Engineer. Payment shall be full compensation for cutting off and for all salvage and potential reuse value of the material. Sheeting and shoring left in place without the Engineer's approval will be at the Contractor's expense.

Item No. 21 - Contingent Item

For removal, transport, and legal disposal of unsuitable backfill materials, including tipping fees, will be paid for at the unit price bid times the number of cubic yards removed and legally disposed of, as measured by the truckload to the satisfaction of the Engineer.

Item No. 22

Sum of Item Nos. 1 through 21.

Item No. 23 - Dedicated Allowance

This item establishes a fund for reimbursement of the cost of providing off-duty police officers as required for this project. Payment shall only reimburse the Contractor for the cost of the off-duty police officers for hours on duty at the work site; no overhead, travel time or other additional costs will be allowed. Any portion of this fund remaining after all authorized payments have been made will be withheld from contract payment and will remain with the City.

Item No. 24 - Dedicated Allowance

This item establishes a fund for reimbursement of the cost of all required construction permits and fees, if authorized by the Engineer. Payment shall reimburse the Contractor for only the cost of the construction permit and fee. Any

question or whether a construction permit or fee is required shall be decided by the Engineer whose word shall be final. Any portion of this fund remaining after all authorized payments have been made will be withheld from Project payments and will remain with the City.

Item No. 25 - Contingency Allowance

For unforeseen conditions, minor construction changes and Quantity Adjustments, additional work not covered by other items, if ordered by the Engineer.

This account is for all labor, materials, equipment and services necessary for modification or extra work required to complete the Project due to unforeseen conditions, unforeseen conflicts between existing elements of work and the proposed work; for minor changes required to resolve any unforeseen conditions, Revised Regulations, Technological and Products Development, Operational Changes, Schedule Requirements, Program Interface, Emergencies and other Miscellaneous Costs; and for adjustments to estimated quantities shown on the unit prices of the Quotation to conform to actual quantities installed; and associated time related to this work only if ordered by the Engineer.

Payment to the Contractor under the Contingency Allowance will only be made for work ordered in writing by the Engineer, in accordance with Section 13 "Extra Work and Payment Therefore" of the "General Covenants and Conditions." Any portion of these accounts remaining after all authorized payments have been made will be withheld from Contract payments and will remain with the City.

A non-compensable time extension shall be included in the Contingency Allowance work when approved by the Engineer.

Item No. 26 - TOTAL BID

Sum of Item Nos. 22, 23, 24 and 25.

Note:

Since Items Nos. 13, 14, 18, 20, and 21 are Contingent Items, and because of the nature of the Dedicated Allowance, Item Nos. 23 and 24, and the Contingency Allowance, Item No. 25, they may or may not be used at the option of the City. Any overrun or under run provisions contained within the Project Documents shall not be applicable to these items.

1.0.7. NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

1. Loading, hauling, and disposing of rejected material.
2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.

3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
4. Material not unloaded from transporting vehicle.
5. Defective work not accepted by Owner. Material remaining on hand after completion of work.

1.0.8. PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

- A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored unless shop drawings or preliminary operation and maintenance manuals are acceptable to the Engineer.
- B. Final Payment: Will be made only for products incorporated in work; remaining products, for which partial payments have been made, shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

1.0.9. ALLOWANCES

- A. The allowances shall be used only at the discretion of and as ordered by the Owner for such items as unforeseen conditions, unforeseeable conflicts between existing elements of work and the proposed work, unit price items exceed estimated quantities, and any associated work requested by the Owner including all labor, materials, and services for modifications or extra work to complete the project that was anticipated, but not specifically included in this Contract.
- B. Any portion of these allowances that remain after all authorized payments have been made will be withheld from contract payments and will remain with the Owner.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01031 GRADES, LINES AND LEVELS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. The work of this Section comprises the establishing of grades, lines and levels.

1.0.2. RELATED WORK

A. Section 01720 "Project Record Documents"

PART 2 – PRODUCTS

2.0.1. MATERIALS

A. Furnish all stakes, templates and other materials necessary for establishing and maintaining of the lines and grades necessary for control and construction of the work and all incidental labor necessary for the prosecution of the work.

PART 3 – EXECUTION

3.0.1. LAYOUT OF THE WORK

A. GENERAL

1. The Engineer of Record, through retaining the services of a Professional Land Surveyor and Mapper, who is licensed in the State of Florida, shall furnish the Contractor with horizontal and vertical controls which shall be utilized as specified elsewhere herein to layout the work. The Professional Land Surveyor and Mapper, who is licensed in the State of Florida hired by the Contractor, shall verify all controls provided by the Engineer of Record and it shall be the responsibility of the Contractor to preserve same.
2. The Contractor shall retain the services of a Professional Land Surveyor and Mapper, who is licensed in the State of Florida who, shall furnish and set stakes, establishing line and grade and shall solely be responsible for the layout of the work as well as the recording of all as-built dimensions and elevations. The Contractor shall furnish all additional stakes, templates, and other materials for marking and maintaining survey points and lines given, and shall be responsible for their preservation. Should any of the horizontal and vertical control points set by the Engineer of Record be destroyed or disturbed, they shall be reset by the Contractor's Florida Registered Land Surveyor and Mapper, at the Contractor's expense. All control points previously set by the Engineer of Record shall be verified by the Contractor's surveyor.

B. LAYOUT

As provided in Subsection 3.01-A, above, the Contractor through the services of his Florida Registered Land Surveyor and Mapper, shall establish the line and bench mark and other reference points for the pipeline or structure, as follows:

1. Structures: Will consist of baselines, stakes at building corners, centers and centerlines, auxiliary lines and two bench marks from which to establish the elevations. The Engineer of Record shall set a minimum of three horizontal and vertical control points which shall thereafter be maintained by the Contractor, without further help from the Engineer of Record, for use in establishing and checking the lines and grades as shown on the contract drawings.
2. Pipelines: Will consist of baselines, construction lines, centerlines, auxiliary lines and bench marks from which to establish the elevations. The Engineer of Record shall set horizontal and vertical control points at the beginning and end of the work and at a minimum distance of 1,400 ft. in between. When the total distance is less than 1,400 ft. control points shall be set at the beginning and end of the work.
3. The Contractor shall use this information to construct the structures and pipelines to the lines and grades shown on the project drawings and shall supply all equipment and personnel necessary to accomplish this end.
4. For pipelines, this will consist of establishing all points of bend (but not necessarily bevel pipe unless in close proximity to other facilities), valves, tees, crosses and other stations not more than 100 feet apart along the proposed centerline of the pipe, or along a stationed offset line as shown on the plans, marked by a nail in a metal cap if in pavement, with the station painted nearby or by a nail in the top of a wooden stake driven flush with the ground with the station marked on the flag stake nearby, if not in pavement.
5. The Contractor shall supply the City Inspector with a copy of the Florida Registered Land Surveyor and Mapper's layout of the work immediately upon its availability to his own forces.
6. The Contractor shall make his equipment and men available to the Inspector for spot checking the accuracy of the pipe laying. The Inspector shall require the Contractor to correct pipe alignment when necessary.

C. RECORD DRAWINGS:

1. During the entire construction operation, the Contractor shall retain the services of a State of Florida Registered Land Surveyor and Mapper who shall maintain

records of the installation, including all deviations from the plans and specifications by obtaining "as-built" dimensions and elevations.

2. The Surveyor shall prepare Record As-Built Drawings showing correctly and accurately all changes and deviations made during construction, including approved construction variances, to reflect the work as it was actually constructed.
3. Refer to Sections 01720 and 01725 for City's criteria for developing project record documents and record As-Built drawings.

D. HORIZONTAL AND VERTICAL CONTROL FOR DESIGN

The following shall apply when establishing horizontal and vertical controls for design. They shall also be used for the development of construction drawings.

1. Survey stationing shall proceed from south to north and/or from west to east.
2. Baseline or centerline shall be tied to section corners, or to monument lines or to right-of-way lines.
3. Points along the survey line shall be referenced to perpetuate the alignment. Whenever possible, the reference points shall be established at right angles to the survey line and at intervals no longer than 1,400 feet. Reference points shall be shown on construction plans.
4. Centerline of side streets shall be established and set by nail and disc. Station and angle turned shall be given and shown on the plans.
5. All curve data (horizontal) shall be shown on plans. Point of curvature and point of tangency shall be set in the field, reference P.C. and P.T. or P.I.
6. Easement lines shall be tied to baseline or centerline. Give station and angle turned.
7. Set centerline or baseline stations every 100 feet on the ground using iron rods in unpaved areas or P.K. nails on asphalt.
8. All vertical control and elevations shall be referenced to North American Vertical Datum of 1988 (NAVD 1988).
9. Temporary bench marks (T.B.M.) and bench marks shall be established throughout the project at approximately 1,000 feet intervals. Show information on plans.
10. Centerline shall be tied to baseline if different from each other.

11. Tie proposed pipe to centerline or baseline, not to right-of-way line. Right-of-way line shall be tied to centerline or baseline.
12. All survey information shall be shown on the plans.
13. All point of intersections and deflection angles shall also be shown. Angle can be submitted by bearings.

END OF SECTION

1-45

01070 ABBREVIATIONS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. Comply wherever in these specifications' references are made to the standards, specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of these specifications, the following acronyms or abbreviations which may appear in these specifications shall have the meanings indicated herein.
- B. It is the intent of the Department to obtain a complete functional, and satisfactory installation under this Contract, and any items of labor, equipment or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the Plans or stated herein.

1.0.2. ABBREVIATIONS AND ACRONYMS

- A. The Contractor is also alerted that various "Standards" are used herein for reference and criteria, and that he should obtain copies for his general use and protection. Abbreviated titles are used throughout these Specifications and although most of them are widely known, their complete titles are given below in order to avoid any misunderstanding.

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
FAC	Florida Administrative Code
FBC	Florida Building Code
FDOH	Florida Department of Health in Miami-Dade County
FDOT	State of Florida Department of Transportation
MDDTPW	Miami-Dade Department of Transportation and Public Works
NSF	NSF International
OSHA	Occupational Safety and Health Administration

- B. The above list shall not be considered complete, as there are other "Standards" used; however, in most cases complete titles have been given.

- C. Wherever "Standards" are indicated herein for reference, the referenced portion shall have the same force and effect as if it were included, herein, in its entirety, latest revision if the date of publication is not shown.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01090 REFERENCE STANDARDS

PART 1 – GENERAL

1.0.1. REFERENCE STANDARDS

- A. Comply with the requirements of standard with date as specified herein. Standards without dates shall be understood as the Standard current at the time of bid. In case of conflict between the referenced standards, the one having the more stringent requirements shall govern.
- B. In case of conflict between the referenced standards and the Project Documents, the Project Documents shall govern.
- C. When no reference is made to a code, standard, or specification, the standard specifications of the ASTM, the ANSI, the ASME, the IEEE, or the NEMA shall govern.

1.0.2. QUALITY ASSURANCE

- A. Application: When a standard is specified by reference, comply with requirements and recommendations stated in that standard, except when requirements are modified by the Contract Documents or applicable codes establish stricter standards.

1.0.3 ABREVIATIONS

- A. Abbreviated titles for other governing standards are used throughout these specifications and although most of them are widely known, their complete titles are given below to avoid misunderstanding.
 - 1. AA: Aluminum Association.
 - 2. AAMA: Architectural Aluminum Manufacturer's Association.
 - 3. AASHTO: American Association of the State Highway and Transportation Officials.
 - 4. ACI: American Concrete Institute.
 - 5. ACPA: American Concrete Pipe Association
 - 6. AI: Asphalt Institute
 - 7. AIA: American Institute of Architects AISC American Institute of Steel Construction
 - 8. AISI: American Iron and Steel Institute

9. AITC: American Institute of Timber Construction
10. ANSI: American National Standards Institute, Inc.
11. API: American Petroleum Institute
12. ASCE: American Society of Civil Engineers
13. ASME: American Society of Mechanical Engineers
14. ASMM: Architectural Sheet Metal Manual
15. ASSE: American Society of Sanitary Engineers
16. ASTM: American Society for Testing and Materials
17. AWS: American Welding Society
18. AWWA: American Water Works Association
19. BHMA: Builders Hardware Manufacturer's Association
20. CIPRA: Cast Iron Pipe Research Association
21. CLFMI: Chain Link Fence Manufacturers Institute
22. CMA: Concrete Masonry Association
23. DIPRA: Ductile Iron Pipe Research Association
24. ETL: Environmental Test Laboratories
25. FDEP: Florida Department of Environmental Protection
26. FDOT: Florida Department of Transportation
27. IEEE: Institute of Electrical and Electronics Engineers
28. NBS: National Bureau of Standards
29. NEC: National Electrical Code
30. NEMA: National Electrical Manufacturer's Association

- 31. NFPA: National Fire Protection Association
- 32. OSHA: Occupational Safety and Health Administration
- 33. SSPC: Steel Structures Painting Council
- 34. SSPWC: Standard Specifications for Public Works Construction
- 35. SFWMD: South Florida Water Management District
- 36. UL Underwriters Laboratories, Inc.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

1-50

01100 SPECIAL PROJECT REQUIREMENTS

PART 1 – GENERAL

1.0.1. RESPONSIBILITY OF THE CONTRACTOR

- A. The Contractor shall have at all times as his agent on the site of the work a competent superintendent capable of reading and thoroughly understanding the plans and specifications.
- B. The Contractor shall be responsible for the good condition of the work or materials until formal release from his obligations under the guidelines of this project. The Contractor shall store materials and shall be responsible for and shall maintain partly or wholly finished work during the continuance of the Contract. The Contractor shall place sufficient lights and danger signals on or near the work from sunset to sunrise; shall erect suitable railings or other protective devices about unfinished work, open trenches, embankments, or other obstructions; shall provide all necessary watchmen on the work by day or by night for the safety of the public and shall take all necessary precautions for preventing accidents or injuries to persons or property in or about the work.
- C. The Contractor shall be responsible for the coordination, location, and relocation of utilities, including but not limited to utility light poles, cables, fiber optic lines, water mains and services, sewer mains and services, electrical, telephone and television cables, signals and signal poles, fences, guard rails, piping, conduits and drains that interfere with the positioning of the work as set out on the drawings. The cost of all such coordination and relocations shall be included in the bid for the project and shall not result in any additional cost to the City.
- D. Prior to proceeding with trench excavation, the Contractor shall contact all utility companies and all other users of the right-of-way in the area to aid in locating their underground services. It shall be the Contractor's responsibility to contact utility companies at least three NORMAL WORKING DAYS before starting construction. The Contractor shall proceed with caution in the excavation and preparation of the trench so that the exact location of underground utilities may be determined.
- E. Wherever piping systems or utilities such as water, wastewater, air, chemical, electrical or other service lines must be crossed, deflection of the pipe within recommended limits and cover shall be used to satisfactorily clear the obstruction unless otherwise indicated on the drawings. Approximate locations of known installations in the vicinity of new work must be verified in the field by the Contractor, who shall uncover them carefully, prior to commencement of the work.

- F. The Contractor shall be familiar with all codes and regulations of the Federal Government, the State of Florida, Miami Dade County, the City of Opa-Locka and any municipal corporations applicable to every aspect of the project. The Contractor shall provide all materials and shall perform all work necessary to fully comply with all provisions and requirements of applicable codes and regulations whether specifically indicated in the plans and specifications or not. It is the intent of the City to obtain a finished project in full compliance with all requirements of any agencies having jurisdiction over any portion of the work involved in the project. The Inspector will not recommend acceptance of the work until all requirements and provisions of pertinent codes and regulations have been satisfactorily fulfilled.
- G. Changing the grade of the proposed main by rising deflections, or the alignment by horizontal deflections, will not be considered as extra work, or extra cost, to the Contractor, and in some cases a credit to the City may be warranted.
- H. Any Conflicts between the field investigation and the information shown on the plans shall be brought to the immediate attention of the Engineer.

1.0.2. LAND FOR CONSTRUCTION PURPOSES

- A. The Contractor shall limit operations, temporary facilities and storage of equipment and materials to on-site areas to be designed by the Engineer.
- B. Should the Contractor require additional space he/she shall make his own arrangements for storage of materials and equipment in locations off the construction site. For the allocated space, submit to the Engineer for approval, proposed plan and layout for all temporary facilities, offices, storage facilities, temporary water service and distribution, and temporary power service and distribution. Prior to commencing any new construction remove, relocate and protect where necessary all existing underground and above ground facilities, pipelines, utility systems, plantings and all other existing installations. All of these existing features shall be restored to their initial or better than initial conditions.

1.0.3. PRE – CONSTRUCTION CONFERENCE

- A. After the Award of Contract and prior to the issuance of the "Notice to Proceed," a preconstruction conference will be held with the Contractor, the Department, various utility companies and others who are interested in the Project for the purpose of coordinating the work. The time and place of meeting will be set by the Engineer.
- B. In some cases the preconstruction conference may be held after the start work date stated in the written "Notice to Proceed." This may be due to difficulty with coordination of all parties concerned, or other similar reasons.

- C. Such delays in holding the preconstruction meeting will not relieve the Contractor of any responsibilities hereunder, and will not be an acceptable reason for him to request additional work completion time beyond that provided since he can be obtaining permits, mobilizing his equipment and forces, ordering materials, performing minor work, or other work if approved by the Engineer, during the interim period.
- D. Prior to the preconstruction conference, the Contractor shall prepare the construction schedule as described in Section 01120 - Sequence of Construction and General Information and Section 01200 - Project Meetings, "Project Scheduling" and provide copies of the same to others in attendance.
- E. The construction schedule shall include the place of beginning, the proposed order of progression, together with the estimated times for beginning and completing the various items of work. In addition, the Contractor shall prepare on electronic media, a critical path method (CPM) with emphasis made to "construction time and completion."
- F. The Engineer will discuss requirements of such matters as project supervision and inspections, progress schedules and reports, Contract Change Orders, insurance, safety, and other items pertinent to the Project.
- G. All parties to this conference should be prepared to discuss any problems anticipated with the execution of the work under this Contract.

1.0.4 SAFETY REQUIREMENTS

- A. The Contractor shall comply with the Department of Labor Safety & Health Regulations for construction promulgated under the Occupational Safety & Health Act of 1970, (PL 91-596).
- B. Comply with all applicable provisions of the Occupational Safety and Health Act (OSHA). The Contractor's Manual of Safety Practices, dealing with the firm's policies on field safety procedures for employees shall be submitted to the Engineer for review before Notice to proceed will be issued.
- C. Conduct operations in such a manner, utilizing warning devices, such as traffic cones, barricades and warning lights, that traffic and pedestrians are given adequate warning of hazard of the work site as may be deemed necessary by the City and/or the Engineer.
- D. Certain products specified in these specifications contain warnings by the manufacturer that under certain conditions, if instructions for use of the product are not followed, a hazardous condition may develop. It is the Contractor's responsibility to instruct its workmen in the safe use of the product, or any product substitution.
- E. For trench excavations in excess of five feet in depth, the Contractor shall comply with the provisions of the State of Florida "Trench Safety Act".

- F. The contractor shall be familiar with the “Underground Facility Damage Prevention and safety Act”, Florida Statute 556. The Contractor shall contact the Sunshine State One Call Center of Florida.
- G. Do not store any environmentally hazardous materials such as solvent, greases, lubricants or any other type of chemical substances at the work sit. The Contractor is permitted to keep such materials at the site as are for immediate use only. Do not store any empty container at the site.

1.0.5 PIPE AND EXISTING UTILITIES

- A. The underground utilities, structures and other facilities shown on the plans are located according to the best information available but may vary by several feet from both the position and elevation shown. The Contractor shall explore far enough in advance of his main trench to determine the exact location and condition of such utilities, structures or facilities so that, before the pipe is installed, the Engineer may change the line or grade of the pipe, should that become necessary to avoid a conflict.
- B. In all cases where the main is deflected either horizontally or vertically, and the Engineer requires additional work and items such as paving and similar items for which a pay item was established in the quotation, then such additional work and items will be paid for at the prices bid. Wider trench widths may be paid with the approval of the Engineer.
- C. The Contractor shall determine the locations of recent additions to the systems not shown on the plans. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities. The location of all overhead utilities shall be verified, and the Engineer notified of any conflict which might occur. The Contractor shall be responsible for determining which poles will need shoring during excavation and shall provide such shoring and support as is required.

1.0.6 MATERIALS AND EQUIPMENT FURNISHED BY THE CITY

- A. No material or equipment will be furnished by the City under this Contract. All material, labor and equipment necessary for completion of the work shall be furnished and installed by the Contractor, whether or not shown on the Plans or specifically mentioned in the Specifications.

1.0.7 WATER USED IN CONSTRUCTION

- A. The City will furnish water at a charge for all construction activities unless otherwise specifically made an exception in the project specifications or specifically made an exception by the Engineer in writing.

- B. Consumption for the following activities shall be determined by City personnel who shall be provided with a minimum of seventy-two (72) hour advance notification. Failure of the Contractor to provide advance notification and/or have City personnel on site to witness and verify consumption for the following activities could result in his being fined and/or a citation being issued against him in accordance with the Rules and Regulations of the City's Tampering Section.

1. Pigging:
2. Flushing, only if and when approved by the Engineer:
3. Chlorination, if applicable:
4. To fill mains being pressure tested, excluding make-up water during test: and
5. When and where directed or approved by the Engineer.

Water for construction activities listed above will be furnished from adjacent City-owned water mains or the most convenient water source. In instances where no City-owned source of water is available, the Contractor shall make his own arrangements with the municipality or other controlling authority and include the cost of all water required during construction in his overall construction cost. No reimbursement will be made.

- C. Water used in construction for purposes other than those listed above, including make-up water pumped into the pipe during hydrostatic testing, will be furnished by the City at a charge. This water will be supplied from the most convenient source through the existing piping. However, all water used must be metered through a City meter. The Contractor will be billed by the City based on water usage recorded by the floating meter.
- D. When the project is occurring in the City of Opa-Locka, the Contractor shall present to the City, the Fire Department Permit during application with the New Business Office.
- E. All piping, fittings, valves and equipment, including pumps and power, required for handling the water shall be furnished by the Contractor. Care shall be exercised in the use of the water and provision shall be made to protect the water supply for contamination and indiscriminate use by unauthorized persons. The Contractor shall use only potable water unless otherwise specifically called out elsewhere herein and then only in the case of sewage force mains, reclaimed water mains or raw water mains.
- F. Under no circumstance shall the Contractor utilize a water source, including existing piping, until such source or piping has been approved for use by the City.

1.0.8 MATERIALS AND EQUIPMENT FURNISHED BY THE CONTRACTOR

The general requirements specified herein shall apply to all items of materials and equipment in addition to the Specifications for individual items appearing in the following sections:

- A. All materials and equipment furnished by the Contractor for use in the work shall be new and of recent domestic manufacture, and shall be the products of reliable manufacturers who, unless otherwise specified, have been regularly engaged in the manufacture of such material and equipment for at least five (5) years. All components shall, wherever possible, be standard stock articles of well-known domestic manufacturers. Where the plans and specifications designate the product of a particular manufacturer, the product specified has been found suitable for the intended use, but, unless otherwise provided, articles or products of similar characteristics may be offered for the approval of the Engineer. A minimum of six copies (more if so required herein) of complete descriptive data shall be furnished regarding all articles furnished by the Contractor. The descriptive data shall consist of dimension drawings, catalog references and other information necessary to clearly identify each article. When substitutions are permitted, the Contractor shall make all necessary changes in adjacent or connected structures and equipment at his expense and shall be solely responsible for all cost and time required by any difference in construction methods, fabrication or assembly required and no additional time will be allowed. Any re-permitting together with all costs and work associated therewith shall be performed by the Contractor and no additional compensation will be allowed.
- B. Where contemplated changes, substitutions or appurtenant work require engineering design, in the opinion of the Engineer, the Contractor shall have such design services performed at his expense. Said engineering design services shall be of an extent satisfactory to the Engineer whose word shall be final and shall be performed by a Registered Professional Engineer licensed to practice in the State of Florida.
- C. All water system components shall be in full compliance with NSF/ANSI 61, "Drinking Water System Components - Health Effects," latest revision.
- D. The Contractor shall also supply certification that all materials supplied that will come into contact with drinking water conform or will conform with NSF/ANSI 61.
- E. The Contractor shall care for and protect against loss or damage all material and equipment to be incorporated in the construction, whether furnished by him/her or by the City, for the duration of the Contract, and shall repair or replace any lost or damaged items. The Contractor shall be relieved of such responsibility only upon final acceptance of all of the work by the Engineer.
- F. No material shall be stored so that it is in direct contact with the ground. All metal shall be thoroughly cleaned before being placed in the work. Storage and protection measures shall be subject to approval of the Engineer whose decision shall be final.

The Contractor shall immediately protect materials by different methods, materials or to a greater extent if so, directed by the Engineer in the field.

- G. Unless otherwise specified or noted on the plans, all steel bolts, nuts, washers, eye bolts, tie rods and all other miscellaneous ferrous metal items shall be American made stainless steel.
- H. The Contractor shall have available sufficient tools and equipment to properly perform his work in all areas of the system, including easements or other areas with limited or restricted access or clearances. The Contractor is specifically advised that work in easement may require specialized equipment to satisfactorily perform the work and the capability to accomplish these installations is a requirement of these specifications.
- I. Any salvageable pipe, fitting, or other miscellaneous material or equipment, removed during construction and not reused in the work shall be cleaned, hauled to and stored by the Contractor at his expense, where directed by the Engineer, and shall remain the property of the City. All other material and equipment shall be disposed of by the Contractor at his own expense.
- J. To ensure satisfactory and successful final painting of materials and equipment to be furnished, it is essential that the paints applied in the shop and in the field be mutually compatible. To this end, the Contractor shall require that the shop paints be applied to materials and equipment be compatible with the paints he proposes to use in the field or shall determine what shop paints have been used and select field paints compatible therewith, all as approved by the Engineer.
- K. The Contractor shall furnish the City, with one set of any special tools required for servicing for each type of equipment actually furnished. These tools shall be delivered to the office of the City's Construction Manager, City of Opa-Locka Public Works. A letter of transmittal shall be provided, containing a list of all items being provided.
- L. All other material required to complete this project shall be furnished and installed by the Contractor, whether or not shown on the plans or specifically mentioned in the specifications.
- M. The Contractor shall procure extended manufacturer's warranties on equipment furnished by him. These warranties shall be kept in force and extended such that the City will be provided a manufacturer's warranty with at least one year to run beyond the date of final acceptance of the project. A copy of the warranty with these provisions clearly stated or with an attached letter of certification from the manufacturer to this effect shall be delivered with the equipment and no payment or partial payment for said equipment will be made until such warranty/certification is delivered to the Engineer.

1. The warranty shall specifically cover the case where the equipment warranted has been replaced by a newer model. In such instance the warranty shall either provide spare parts and service to repair or replace in its entirety the original model, or in lieu of this; provide a complete new model unit to replace the warranted and failing equipment. Should the failing equipment be replaced by a new model, the Contractor shall be responsible for making all necessary changes to adjacent and/or connected equipment at no extra cost to the City and to the satisfaction of the Engineer whose decision shall be final.
2. As a part of final inspection, the Contractor shall deliver to the City in a form satisfactory to the Engineer, either warranties or certifications of warranty extensions showing the warranties to be in effect at least one year beyond the planned date of final acceptance.
3. All costs for procuring, maintaining and extending these warranties shall remain with the Contractor, even in cases where the contract construction time for completion has been extended. These costs shall be included in the Contractor's bid price and no further compensation will be allowed.
4. In instances, where the City puts an item of equipment into full productive service prior to final acceptance, the warranty shall still be extended to at least one year past final acceptance. However, the City will reimburse the Contractor for the prorated cost of the extended warranty from the time when the equipment was placed in full productive service to the date of final acceptance based upon the manufacturer's invoice to the Contractor for this cost. Only the warranty cost will be reimbursed, no overhead or other costs will be allowed.

N. Extended Warranties:

1. The Contractor shall procure extended manufacturer's warranties on equipment furnished by him. These warranties shall be kept in force and extended such that the City will be provided a manufacturer's warranty with at least one (1) year to run beyond the date of final acceptance of the Project. A copy of the warranty with these provisions clearly stated or with an attached letter of certification from the manufacturer to this effect shall be delivered with the equipment and no payment or partial payment for said equipment will be made until such warranty/certification is delivered to the Engineer.
2. The warranty shall specifically cover the case where the equipment warranted has been replaced by a newer model. In such instance the warranty shall either provide spare parts and service to repair or replace in its entirety the original model, or in lieu of this; provide a complete new model unit to replace the warranted and failing equipment. Should the failing equipment be replaced by a new model, the Contractor shall be responsible for making all necessary changes to adjacent

and/or connected equipment at no extra cost to the City and to the satisfaction of the Engineer whose decision shall be final.

3. As a part of final inspection, the Contractor shall deliver to the City in a form satisfactory to the Engineer, either warranties or certifications of warranty extensions showing the warranties to be in effect at least one (1) year beyond the planned date of final acceptance.
4. All costs for procuring, maintaining and extending these warranties shall remain with the Contractor, even in cases where the Contract construction time for completion has been extended. These costs shall be included in the Contractor's bid price and no further compensation will be allowed.
5. In instances where the City puts an item of equipment into full productive service prior to final acceptance, the warranty shall still be extended to at least one (1) year past final acceptance. However, the City will reimburse the Contractor for the prorated cost of the extended warranty from the time when the equipment was placed in full productive service to the date of final acceptance based upon the manufacturer's invoice to the Contractor for this cost. Only the warranty cost will be reimbursed, no overhead or other costs will be allowed.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01120 SEQUENCE OF CONSTRUCTION

PART 1 – GENERAL

1.0.1 SCOPE OF WORK

- A. The sequence of construction has been divided into phases and steps representing major work areas, all of this in order to facilitate to the Contractor the execution of the project and minimize conflicts with operations. The general sequence of construction shall be as described in this Section, but also the City reserves the right to make changes on it.
- B. Coordinate sequence of construction with progress schedule to ensure timely performance of the work and project completion within the specified construction time.
- C. Special Instructions: It is the intent of the City to construct this project with as little disturbance and annoyance to the pump station's neighbors as possible.
- D. The Contractor's equipment must be in first class operating condition, including proper mufflers and other silencing accessories. All equipment must be properly lubricated on a special maintenance type schedule to reduce noise, including tracks, rollers, idlers, sheaves and other noise producing components. Care must be taken to prevent oil spillage of any kind or oil dripping from equipment. The Contractor shall provide a temporary electric service for his electric equipment as specified herein below, and shall pay all cost thereof, including all charges for electricity used during the entire course of the project until its acceptance by the City.
- E. If the equipment used proves less than satisfactory and is unduly or needlessly disturbing the neighbors, in the opinion of the Engineer, he will have the right to order the Contractor to immediately modify the equipment to make it satisfactory, or to change to other equipment that is satisfactory at no additional cost to the City.
- F. During construction the Contractor shall, by sprinkling with water or by other means approved by the Engineer, eliminate dust annoyance to adjacent property owners. No additional compensation will be paid to the Contractor for any costs incurred in complying with the provisions herein.

1.0.2 GENERAL

- A. Following receipt of "Notice to Proceed" with the work, the Contractor shall notify the Engineer at least five (5) days before he is ready to start actual construction, to allow the City time to make arrangements for inspection of the work.
- B. Contractor's PSM shall reestablish the design baseline, vertical control points and reference points, and establish proposed pipe location in accordance with Section

1-60

02314 "Excavation, Backfill and Fill for Structural Facility and Utility Systems",
Construction Methods.

- C. The Contractor's equipment must be in first class operating condition, including safety features, proper mufflers and other silencing accessories. All equipment must be properly lubricated on a special maintenance type schedule to reduce noise, including tracks, rollers, idlers, sheaves and other noise producing components. Care must be taken to prevent oil spillage of any kind or oil dripping from equipment.
- D. If the equipment used proves less than satisfactory and is unduly or needlessly disturbing the neighbors, in the opinion of the Engineer, he will have the right to order the Contractor to immediately modify the equipment to make it satisfactory, or to change to other equipment that is satisfactory at no additional cost to the City.
- E. During construction the Contractor shall, by sprinkling with water or by other means approved by the Engineer, eliminate dust annoyance to adjacent property owners. No additional compensation will be paid to the Contractor for any costs incurred in complying with the provisions herein.
- F. All items shall be performed by the Contractor with special emphasis on the fact that numerous standard and miscellaneous construction phases are not mentioned specifically but shall be performed by the Contractor as required for a completed Project.
- G. Water in the trench shall be kept below the level of the pipe to prevent the entry of debris and contaminants into the pipe.
 - 1. In instances where Section 02220 – Excavation, General, "Alternate Method of Construction" is approved by the Engineer and used for the Project: During construction, the Contractor shall install a temporary plug, or other means approved by the Engineer, on the open end of the pipe in order to prevent debris and trench water backwash from entering the pipe during trench excavation ahead of the installed pipe. The plug shall remain in place until the following length of pipe is ready to be installed. No additional compensation will be paid to the Contractor for any costs incurred in complying with the provisions herein.
- H. No separate payment shall be made for the cost of labor and materials required for the removal of nightcaps, plugs, bulkheads or external blocking and bracing of adjacent mains, for the supplying of water for cleaning and testing, nor for the interconnecting work to adjacent mains unless listed separately in the Quotation, and the cost of this work shall be included in other applicable items of work.
- I. The Contractor is advised that, if the work of this project includes work in the public right of way, that work may be shut down by the roadway governing authority during the period from the beginning of the Thanksgiving holiday through the end of the New Year holiday or some portion(s) of that period. Unless otherwise specifically called out herein, or granted by the Engineer in writing, no extension of Project time will be allowed due to such a shutdown. If any extension of time is allowed, it will be of a non-

compensable nature. All costs of such a shutdown including any demobilization/re-mobilization costs shall be the sole responsibility of the Contractor and no extra compensation will be allowed. Upon ending of any such shutdown, the Contractor shall immediately resume construction operations unless otherwise ordered by the Engineer in writing.

- J. The Contractor shall fully comply with any special working hours, and with all other requirements of the Permits, at no additional cost to the City. Working hours noted in permits or the specifications are subject to change. In the event that changed working hours effects the work of the Contractor, the Contractor's sole remedy shall be a non-compensable time extension. Said extension to be full compensation for all direct and indirect costs, including but not limited to loss of efficiency, loss of opportunity, increased bond or insurance premiums, or home office or extended overhead, incurred by the Contractor as a result of such change, and no additional compensation shall be considered. Night work may be required as a part of the construction.
- K. New or altered potable water mains, including services, that will be under City control and have an inside diameter of three inches or larger shall be disinfected and bacteriologically evaluated in accordance with FAC Rule 62-555.340. Note that the above requirements are minimum, and the City may require more stringent procedures and routinely requires all services of whatever size be tested and disinfected along with the main. These more stringent or extensive requirements shall be performed by the Contractor and no extra compensation will be allowed.
- L. All pipe and fittings installed under this project shall be color coded or marked as required by FAC Rule 62-555.320(21)(b)3, using blue as a predominant color to differentiate drinking water from reclaimed or other water and green as the predominant color for sanitary sewage facilities. Underground metal or concrete pipe shall have colored stripes applied to the pipe wall. Pipe striped during manufacturing of the pipe shall have continuous stripes that run parallel to the axis of the pipe, that are located at no greater than 90-degree intervals around the pipe, and that will remain intact during and after installation of the pipe. If tape or paint is used to stripe pipe during installation of the pipe, the tape or paint shall be applied in a continuous line that runs parallel to the axis of the pipe and that is located along the top of the pipe; for pipes with an internal diameter of 24 inches or greater, tape or paint shall be applied in continuous lines along each side of the pipe as well as along the top of the pipe. Striping shall be continuous and run the full length of the pipe. Aboveground pipe shall be painted shall be color coded or marked like underground pipe.
- M. The Contractor shall take steps to provide accessibility for local traffic. The construction in this area shall proceed as quickly as possible and paving shall follow immediately to reduce inconvenience to residents in this area of the project.
- N. The Contractor shall take pictures of the work site, in accordance with Section 01380 "Construction Photographs," prior to the start of any construction.

- O. The Contractor is advised that, during the construction of the Project, the Construction Manager may require the Contractor to adjust the location of the proposed valves. This relocation(s) shall be performed at no additional cost to the City.
- P. Locations of solid sleeves are for general information only. Exact location of solid sleeves shall be determined in the field by the Engineer. Prior to installation of solid sleeves, the pipe and fittings shall be hosed and kept clean, then swabbed with disinfectant as necessary for water main installation. Water in trench shall be kept below the pipe invert.

1.0.3 EXISTING WATER MAINS AND FORCE MAINS

- A. The existing mains in the project area shall remain in service until the new mains are placed in service. Connections and disconnections together with cut, plug and abandonment work shall be coordinated through the City's Construction Manager. In all instances, the City's Construction Manager shall, beginning with the Preconstruction Meeting, coordinate with the Operations Division to pre-determine the notification lead times required for various operations.

1.0.4 SEQUENCE OF WORK

- A. The general sequence of construction shall be as follows, but **a detailed sequence of construction shall be submitted by the Contractor and approved by the Engineer before any work is started.** The City reserves the right to make changes to the sequence as necessary to facilitate the work or to minimize conflict with operations and no extra compensation will be allowed.
- B. CAPITALIZED ITEMS INDICATE WORK OR FUNCTIONS TO BE PERFORMED BY CITY FORCES. All other items shall be performed by the Contractor with special emphasis on the fact that numerous standard and miscellaneous construction phases are not mentioned specifically but shall be performed by the Contractor as required for a complete Project.

Note: For simplicity, the Sequence of Construction below will not detail the following items. **These shall be the responsibility of the Contractor and no extra compensation will be allowed.**

- 10. Contractor's field verification of all information provided in the Plans and to determine the type, location, elevation and extent of any utilities which may not have been shown on the Plans.
- 11. Contractor's operations involving plugging existing mains shall include:
 - c. Excavate existing main and verify its conditions including outside diameter, material and elevation.

- d. Coordinate with the City for proper flow diversion
- 12. Installation of fittings, bends, solid sleeves. However, they shall be constructed in sequence with the installation of the pipelines as the work progresses.
- 13. Installation of precast sanitary sewer manholes for the installation of the gravity sewer pipe.
- 14. Submit complete "Pre-Approved Product List(s)" and/or shop drawings package to the Engineer in accordance with Section 01340 "Shop Drawings, Product Data and Samples" Obtain all pipe, fittings and appurtenant items to begin the work.
- 15. Notify "Sunshine State One-Call of Florida Inc., 811," forty-eight (48) hours prior to any excavation. Locate all utilities along the route of the Project.
- 16. Contractor's PSM shall reestablish the design baseline, vertical control points and reference points, and establish proposed pipeline location in accordance with Section 02314 "Excavation, Backfill and Fill for Structural Facilities and Utility Systems - Construction Methods."
- 17. After items 6 and 7 are completed, the Contractor shall meet with the City Inspector at the Project site and perform a pre-construction walk-through along the entire route of the Project to identify possible problems or conflicts with the proposed pipeline location.
- 18. The general sequence of work shall be as follows:
 - 1) Phase I – Mobilization
 - Step – 7 Initiate mobilization. The Contractor shall set up storage, staging and parking areas, temporary environmental controls and tree protection devices in the project site. Obtain permits, develop and submit construction schedule and start shop drawing submittal. Contractor shall allow access to the other facilities within the project area, including adjacent businesses and homes at all times during construction.
 - Step – 8 Call for locates (Sunshine 811) and document all location marks in the field.
 - Step – 9 Contractor shall include the necessary provisions to safeguard the existing utilities noted within the project area. Furthermore, the Contractor shall be advised that the utilities shown on plans are based on best available information and shall take all necessary precautions to confirm, identify, preserve, and maintain the integrity while performing construction.
 - Step – 10 Contractor shall **immediately** open a dialog with all existing utilities in the project area. Contractor shall notify Engineer of any utility relocation

requirements and costs. Utility relocations shall be reimbursed under a dedicated allowance account. Failure to properly coordinate any required utility relocations may result in delays for which the Contractor may be liable for.

Step – 11 Verify locations, elevations, dimensions, manufacturer of pipes, equipment, etc., before ordering materials to complete the work in accordance with the Contract Documents, Shop Drawings and field conditions.

Step – 12 Upon approval of shop drawings, order long lead items so that materials may be delivered in a timely fashion without delays to construction.

2) Phase II – Gravity Main Installation

NOTE: Refer to Drawings, Sheets C-01, C-02

Step – 12 At 133rd Street,

At STA. 11+75±:

Begin construction, install the precast sanitary sewer manhole #2, as per Miami-Dade Water and Sewer Department Standard Detail SS 7.0.

Step – 13 At 133rd Street,

At STA. 13+99±:

Install the precast sanitary sewer manhole #3, as per Miami-Dade Water and Sewer Department Standard Detail SS 7.0.

Step – 14 At 133rd Street,

At STA. 16+81±:

Install the precast sanitary sewer manhole #4, as per Miami-Dade Water and Sewer Department Standard Detail SS 7.0.

Step – 15 At 133rd Street,

From STA. 13+99± to STA. 16+81±:

Install 8-inch PVC (C-900) gravity sewer pipe at a 0.4% slope, as indicated in plans, and clean the pipe.

Step – 16 At 133rd Street,

At STA. 15+90.60±:

Install the 17 LF of 6" PVC Sanitary Lateral and cleanout as per Miami-Dade Water and Sewer Department Standard Detail SS 1.0 and SS 22.0.

Step – 17 At 133rd Street,

At STA. 16+51.30±:

Install the 17 LF of 6" PVC Sanitary Lateral and cleanout as per Miami-Dade Water and Sewer Department Standard Detail SS 1.0 and SS 22.0.

Step – 18 At 133rd Street,

At STA. 16+81.26±:

Install the 17 LF of 6" PVC Sanitary Lateral and cleanout as per Miami-Dade Water and Sewer Department Standard Detail SS 1.0 and SS 22.0.

Step – 19 At 133rd Street,

From STA. 11+75.6± to STA. 13+99±:

Install 8-inch PVC (C-900) gravity sewer pipe at a 0.4% slope, as indicated in plans, and clean the pipe.

Step – 20 At 133rd Street,

From STA. 11+62.58± to STA. 11+75.6±:

Install 8-inch PVC (C-900) gravity sewer pipe at a 0.4% slope, as indicated in plans, and clean the pipe.

Step – 21 At 133rd Street,

At STA. 11+62.58±:

Begin construction, excavate existing Manhole #1, core and drill the manhole and connect the 8-inch PVC (C-900) gravity sewer extension, as per Miami-Dade Water and Sewer Department Standard Detail SS 6.2.

Step – 22 At 133rd Street,

After successful installation of the proposed gravity sewer system and authorization by the City; the Contractor shall excavate existing 8-inch force main, plug, grout and abandon in place, as indicated in the Plans.

3) Phase III – Final Sitework and Project Closeout

Step 1 – Repair roadway and curbing, access roadway within project site, asphalt areas as required.

Step 2 – Demobilization and related closeout activities shall be in accordance with section 01700 "Project Closeout".

Step 3 – Restore project site to pre-existing conditions, as applicable.

Step 4 – Complete all remaining miscellaneous and appurtenant work, including restoration of damaged survey control points, final inspection and cleanup.

- D.** The Contractor's equipment must be in first class operating condition, including proper mufflers and other silencing accessories. All equipment must be properly lubricated on a special maintenance type schedule to reduce noise, including tracks, rollers, idlers, sheaves and other noise producing components. Care must be taken to prevent oil spillage of any kind or oil dripping from equipment. The Contractor shall provide a temporary electric service for his electric equipment as specified herein below, and shall pay all cost thereof, including all charges for electricity used during the entire course of the project until its acceptance by the City. If the equipment used proves less than satisfactory and is unduly or needlessly disturbing the neighbors, in the opinion of the Engineer, he will have the right to order the Contractor to immediately modify the equipment to make it satisfactory, or to change to other equipment that is satisfactory at no additional cost to the City. During construction the Contractor shall, by sprinkling with water or by other means approved by the Engineer, eliminate dust annoyance to adjacent property owners. No additional compensation will be paid to the Contractor for any costs incurred in complying with the provisions herein.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

01200 PROJECT MEETINGS

PART 1 – GENERAL

1.0.1. PROJECT SCHEDULES

- A. General: Develop and submit for approval by the City a construction progress schedule and phasing plan demonstrating complete fulfillment of all Contract requirements including all activities of Subcontractors, equipment vendors and suppliers. Unless otherwise directed by the Engineer, the construction progress schedule shall be computer developed and maintained using Microsoft Project software as manufactured by Microsoft Corporation, Primavera, or equal. The Contractor shall prepare a network plan utilizing CPM (Critical Path Method). The City reserves the right to request progress schedule on magnetic media.
- B. Submittal: The progress schedule shall be plotted on 11-inch by 17-inch paper and shall be reviewed and updated monthly, depicting progress through the last day of the current month and scheduled progress through completion. Six up to date copies of the schedule shall be submitted along with the application for monthly progress payments for the same period.
 - 1. Immediately after award of contract, submit for review the progress schedule describing the activities to be accomplished and their dependency relationships, showing starting and completion dates for each activity in terms of the number of days after receipt of Notice to Proceed. All completion dates shown shall be within the period specified for contract completion.
 - 2. After receipt and initial review, the Engineer will meet with the Contractor for joint review, correction or adjustment of the proposed plan and schedule. Within five (5) calendar days after the joint review, the Contractor shall revise the schedule in accordance with agreements reached during the joint review and shall submit two copies of the revised schedule. After the Contractor has received both the Notice to Proceed and the approved copy of the schedule, he shall immediately add calendar dates in lieu of the number of days from the date of Notice to Proceed and shall furnish two copies of the revised schedule to the Engineer.
- C. Schedule Requirements:
 - 1. Show the sequence and interdependence of activities required for complete performance. In preparing the schedule, break up the work into activities of a duration of no longer than fifteen working days each, except as to non-construction activities (such as procurement of materials, delivery of equipment and concrete curing) and any other activities for which the Engineer may approve the showing of longer duration. The schedule shall show the activities for actual construction

work for each trade category of the project. The Contractor is to include a schedule of submittals of shop drawings, equipment schedules, coordination drawings, templates, fabrication, delivery and the like, and review and approval of shop drawings. Activities related to a specific physical area of the project shall be grouped on the schedule for ease of understanding and simplification. Activity duration (i.e. the single best estimate, considering the scope of the activity, and the resources planned for the activity) shall be shown on each activity on the diagram. To the extent that the schedule or any revised schedule shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been approved by the Engineer. Failure to include any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the City's approval of the schedule.

2. Include a cost estimate for each activity which cumulatively equals the total Contract cost. Estimated overhead and profit shall be prorated throughout all activities. The partial payments as defined under the General Conditions will be based on these approved activity costs.
3. With each request for a partial payment, submit a copy of the approved schedule marked to show the activities completed and partially completed, for which payment is requested.
4. The Contractor is advised that, if the work of this project includes work in the public right of way, that work may be shut down by the roadway governing authority during the period from the beginning of the Thanksgiving holiday through the end of the New Year holiday or some portion(s) of that period. Unless otherwise specifically called out herein, or granted by the Engineer in writing, no extension of Project will be allowed due to such a shutdown. If any extension of time is allowed, it will be a non-compensable nature. All costs of such a shutdown including any demobilization/re-mobilization costs shall be the sole responsibility of the Contractor and no extra compensation will be allowed. Upon ending of any such shutdown, the Contractor shall immediately resume construction operations unless otherwise ordered by the Engineer in writing.
5. The Contractor shall fully comply with any special working hours, and with all other requirements of the Permits, at no additional cost to the City. Working hours noted in permits or the specifications are subject to change. In the event that changed working hours affects the work of the Contractor, the Contractor's sole remedy shall be a non-compensable time extension. Said extension to be full compensation for all direct and indirect costs, including but not limited to loss of efficiency, loss of opportunity, increased bond or insurance premiums, or home office or extended overhead, incurred by the Contractor as a result of such change, and no additional compensation shall be considered. Night work may be required as a part of the construction.

1.0.2. PROGRESS MEETINGS

- A. General progress meetings will be held once each week at which every entity then involved in the planning, coordination and performance of work shall be discussed. The progress of each element of current work shall be discussed as to whether it is ahead of schedule, on time or behind time in relation to the updated progress schedule. For each meeting, the Contractor shall prepare a detailed three (3) week "look ahead" schedule in addition to, showing the progress schedule of the previous week. Methods to expedite behind-time work shall be determined, and commitments secured for bringing back to the scheduled date for the entities involved. Everything of significance which could affect the progress of the work, including schedule revisions, shall be discussed to ensure that current and subsequent work will be completed within the Contract time. Within three days after each meeting, copies of the minutes of the meeting, including a brief summary of progress of the work since the previous meeting, shall be distributed to each present or who should have been present. Whenever revisions to the progress schedule have been made or recognized at the progress meeting, a copy of the revised schedule shall accompany the minutes distributed.
- B. Each computer-generated construction progress schedule and report shall include the following minimum items:
 - 1. Activity Numbers.
 - 2. Duration Estimate.
 - 3. Activity Description.
 - 4. Early Start Date (Calendar Dated).
 - 5. Early Finish Date (Calendar Dated).
 - 6. Latest Allowable Start Date (Calendar Dated).
 - 7. Latest Allowable Finish Date (Calendar Dated).
 - 8. Status (whether critical).
 - 9. Estimated Cost of The Activity.
 - 10. Total Float and Free Float.
- C. In addition, each construction progress schedule, network analysis and report shall be prefaced with the following summary data:

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1. Contract Name and Number.
 2. Contractor's Name.
 3. Contract Duration.
 4. Contract Schedule.
 5. The Effective or Starting Date of The Schedule (the date indicated in the Notice-to-Proceed).
- D. The workday to calendar date correlation shall be based on an 8-hour day and 40-hour week with adequate allowance for holidays, adverse weather and all other special requirements of the work. Normal work hours are Monday thru Friday, 7:30 am to 4:30 pm.
- E. If the Contractor desires to make changes in the method of operating which affects the construction progress schedule and related items, he/she shall notify the Engineer in writing stating what changes are proposed and the reason for the change. If the Engineer accepts these changes, in writing, the Contractor shall revise and submit, without additional cost to the City, all of the affected portions of the construction progress schedule, and associated reports. The construction progress schedule and related items shall be adjusted by the Contractor only after prior acceptance, in writing by the Engineer. Adjustments may consist of changing portions of the activity sequence, activity durations, division of activities, or other adjustments as may be required. The addition of extraneous, non-work activities and activities which add restraints to the construction progress schedule shall not be accepted.
- F. Except where earlier completions are specified, schedule dates which show completion of all work prior to the contract completion date shall, in no event, be the basis for claim for delay against the City by the Contractor.
- G. Construction progress schedules and related items which contain activities showing negative float or which extend beyond the contract completion date will not be accepted by the Engineer. Whenever it becomes apparent from the current construction progress schedule and associated reports that delays to the critical path have resulted and the contract completion date will not be met, or when so directed by the Engineer, the Contractor shall take some or all of the following actions at no additional cost to the City. They shall submit to the Engineer for approval, a written statement of the steps they intend to take to remove or arrest the delay to the critical path in the current construction progress schedule.
1. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of work.

2. Increase the number of working hours per shift, shifts per day, working days per week, the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate the backlog of work.
 3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities and comply with the revised schedule.
- H. If when so requested by the Engineer, the Contractor should fail to submit a written statement of the steps they intend to take or should fail to take such steps as reviewed and accepted in writing by the Engineer, the Engineer may direct the Contractor to increase the level of effort in manpower (trades), equipment and work schedule (overtime, weekend and holiday work, etc.) to be employed by the Contractor in order to remove or arrest the delay to the critical path in the current construction progress schedule, and the Contractor shall promptly provide such level of effort at no additional cost to the City.
- I. If the completion of any activity, whether or not critical, falls more than 100 percent behind its previously scheduled and accepted duration, the Contractor shall submit for approval a schedule adjustment showing each such activity divided into two activities reflecting completed versus uncompleted work.
- J. Shop drawings which are not approved on the first submittal or within the time scheduled, and equipment which does not pass the specified tests and certifications shall be immediately rescheduled.
- K. The contract time will be adjusted only in accordance with the General Requirement and other portions of the Contract Documents as may be applicable. If the Engineer finds that the Contractor is entitled to any extension of the contract completion date, the Engineer's determination as to the total number of days extension shall be based upon the current construction progress schedule and on all data relevant to the extension. Such data shall be included in the next updating of the schedule and related items. Actual delays in activities which, according to the construction progress schedule, do not affect any contract completion date will not be the basis for a change therein.
- L. From time to time it may be necessary for the contract schedule of completion time to be adjusted by the City in accordance with the General Requirements and other portions of the Contract Documents as may be applicable. Under such conditions, the Engineer will direct the Contractor to reschedule the work or contract completion time to reflect the changed conditions, and the Contractor shall revise the construction progress schedule and related items accordingly, at no additional cost to the City.
- M. Available float time may be used by the City through the City's Engineer.

- N. The City controls the float time and, therefore, without obligation to extend either the overall completion date or any intermediate completion dates the City may initiate changes that absorb float time only. City initiated changes that affect the critical path on the network diagram shall be the sole grounds for extending the completion dates. Contractor-initiated changes that encroach on the float time may be accomplished only with the City's concurrence. Such changes, however, shall give way to City-initiated changes competing for the same float time.
- O. To the extent that the construction project schedule, or associated report or any revision thereof shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been accepted by the Engineer. Failure to include on a schedule any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the review of the schedule by the Engineer.
- P. Review and acceptance of the construction progress schedule, and related reports, by the Engineer is advisory only and shall not relieve the Contractor of the responsibility for accomplishing the work within the contract completion date. Omissions and errors in the construction progress schedule, and related reports shall not excuse performance less than that required by the Contract and in no way make the Engineer an insurer of the Contractor's success or liable for time or cost overruns flowing from any shortcomings in the construction progress schedule, and related reports.
- Q. The Contractor shall present and discuss the proposed schedule at the preconstruction conference.
- R. The construction progress schedule shall be based upon the precedence diagramming method of scheduling and shall be prepared in the form of a horizontal bar chart showing in detail the proposed sequence of the work and identifying all construction activities included but not limited to yard piping, all structures and treatment units and all related work specified herein to be performed under the Contract. The schedule shall be time scaled, identifying the first day of each week, with the estimated date of starting and completion of each stage of the work in order to complete the project within the contract time. The project critical path shall be clearly identified.

1.0.3. DAILY REPORTS

- A. Prepare and submit to the Engineer at regular intervals not exceeding weekly intervals, a daily report recording information concerning events at the site. The daily reports shall contain the following and any other significant information:
 - 1. General weather conditions, rain, high/low temperatures.
 - 2. List of Subcontractors on site.

3. List of separate Contractors at the site, if any.
4. Meetings and significant decisions.
5. Stoppages, delays, shortages, losses.
6. Emergency procedures, field orders.
7. Orders/requests by governing authorities.
8. Other events or activities.
9. Partial completions.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01300 SUBMITTALS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. Submittals covered by these requirements include manufacturers' information, shop drawings, test procedures, test results, samples, requests for substitutions, and miscellaneous work-related submittals. Submittals shall also include, but not be limited to, all mechanical, materials, reinforcing steel, fabricated items, and piping and conduit details. The Contractor shall furnish all drawings, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's installation and other instructions as specifically required in the contract documents to demonstrate fully that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the contract documents.
- B. The Contractor shall submit copies of all permit applications, permit submittals, permit comments and permit approvals.
- C. Within 10 calendar days after Notice to Proceed, Contractor shall submit a complete list of all anticipated submittals including shop drawings, submittals, and product data with an anticipated delivery date to the Engineer and review and approval times. This shall be reviewed during the Project Kickoff Meeting and shall be continuously updated and reviewed during Project Progress Meetings.

1.0.2. CONTRACTOR'S RESPONSIBILITY

- A. The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the specified requirements. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment, which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall ensure that there is no conflict with other submittals and notify the Engineer in each case where his submittal may affect the work of another Contractor or the Owner. The Contractor shall coordinate submittals among its Subcontractors and suppliers including those submittals complying with unit responsibility requirements.
- B. Record Drawings: Refer to Section 01720 "Project Record Drawings".
- C. As-Built Record Drawings: Refer to Section 01725 "As-Built Record Drawings".

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION
NOT USED

END OF SECTION

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01340 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. Before proceeding with the erection of the construction plan, including the setting or placing thereof, and the erection of other temporary structures, the Contractor shall furnish the Engineer with such information and plans as the City may require.
- B. Shop Drawings (including Pre-Approved Product List submittals) shall be submitted prior to any project construction activity. In a timely fashion, well before the contemplated ordering for fabrication of special order or long-lead items or construction use of any standard element of the work, the Contractor shall furnish Shop Drawings for the review and approval of the City.
- C. It is the Contractor's sole responsibility, upon the first occasion of submittal of a particular element of the work, to submit Shop Drawings of an element which match and fulfill the requirements and intent of the plans and specifications. Any delays or costs caused, either directly or indirectly, by non-timely submissions; submission of items differing significantly from the intent of the plans and/or specifications; repeated submission of, or argument over, rejected elements or changes required for acceptance; arguments with the criteria or requirements of the plans or specifications; or any other such similar activities shall be at the expense of the Contractor.
- D. It is the intent of the Contract Documents that the Contractor shall, in the first instance, submit Shop Drawings of elements which meet or exceed the requirements of the Contract Documents and fit with the other elements of the work and the existing conditions. Delays or the inability to obtain shop drawing approval may subject the Contractor to costs for liquidated or actual damages as specified in the Contract.

1.0.2. DESCRIPTION OF WORK

- A. It is the intent of the Contract Documents that the Contractor shall, in the first instance, submit Shop Drawings of elements which meet or exceed the requirements of the Contract Documents and fit with the other elements of the work and the existing conditions. Delays or the inability to obtain shop drawing approval may subject the Contractor to costs for liquidated or actual damages as specified in the Contract.
- B. After award of the project, the Contractor may begin providing submittals for approval. Submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way expressed or implied relieve the Contractor from submitting complete Shop

Drawings and providing materials, equipment, etc., fully in accordance with the specifications. This procedure is required in order to expedite final review of Shop Drawings.

- C. Maintain an accurate updated Shop Drawing submittal log which shall include the following items:
 - 1. Submittal Description and Number Assigned.
 - 2. Specification Section.
 - 3. Plans Sheet Number.
 - 4. Date to Engineer.
 - 5. Date Returned to Contractor (from Engineer).
 - 6. Status of Submittal (Approved, Approved as Noted, Rejected/Resubmit).
 - 7. Date of Resubmittal and Return (as Applicable).
 - 8. Date Material Release (for Fabrication).
 - 9. Projected Date of Fabrication.
 - 10. Projected Date of Delivery to site.
 - 11. Status of O & M Manuals Submittal.

1.0.3. CONTRACTOR'S RESPONSIBILITY

- A. Furnish the Engineer with a schedule of Shop Drawings submittals, fixing the respective dates for the submission of Shop Drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- B. Submit to the Engineer all plans and schedules sufficiently in advance of construction requirements to provide maximum time for checking and appropriate action from the time the Engineer receive them.
- C. It is the duty of the Contractor to check and approve all plans, data and samples prepared by or for him/her before submitting them to the Engineer for review. Each and every copy of the plans and data shall bear Contractor's stamp showing that they have been checked and approved. Shop Drawings submitted to the Engineer without the Contractor's stamp and approval shall be returned to the Contractor for

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conformance with this requirement before Engineer's review. ***Shop Drawings shall indicate any deviations in the submittal from requirements of the Project Documents and the Contractor shall state the reason why a deviation is required.***

- D. All submittals shall be accompanied by a submittal registry and transmittal letter containing the following information:
 - 1. Date.
 - 2. Project Title and Number.
 - 3. Contractor's name and address.
 - 4. The number of each Shop Drawing, Data, and Sample submitted.
 - 5. Notification of Deviations from Project Documents.
 - 6. Submittal Log Number conforming to and referring to Specification Section Number.
 - 7. Contractor signature or of its authorized representative.
- E. Submit seven copies of Shop Drawings and of descriptive or product data submittals necessary to complement Shop Drawing. The Engineer will retain five sets.
- F. After receiving approval by the Engineer, the Contractor shall be responsible for submitting the Shop Drawings to the City. Shop Drawings of all premanufactured items and all other Shop Drawings are required to obtain approval prior to manufacturing or installing the submitted items. The Contractor shall also be responsible for contesting any interpretations by the City that considers non-acceptable. The Contractor shall include in the bid prices, all costs for permits, fees and expenses associated with the submittals, including resubmittals (if any) of Shop Drawings to the City.
- G. Do not begin any of the work covered by a drawing, data, or a sample returned as "Rejected/Resubmit" until a revision or correction thereof has been reviewed and returned to the Contractor, by the Engineer, with approval or approval "As Noted". Be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to receiving Engineer's approval or approval "As Noted" of the necessary Shop Drawings.
- H. Be fully responsible for observing the need for and for making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment the Contractor proposes to supply, both as they

pertain to the Contractor's own work, work of others, or of other Divisions herein or Trades and clearly show such changes on the Shop Drawings.

- I. When substitutions in materials or equipment are allowed, the Contractor shall make all necessary changes in adjacent or connected structures and equipment at his expense. Where contemplated changes, substitutions or appurtenant work require engineering design, in the opinion of the Engineer, the Contractor shall have such design services performed at his expense.
- J. When substitutions in materials or equipment are allowed, the Contractor shall be solely responsible for all costs and time required by any differences in construction methods, fabrication or assembly required and no additional time will be allowed.
- K. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with specifications.
 - 5. That installation and maintenance clearances are sufficient particularly when equipment or arrangement changes have been made.

1.0.4. ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. Engineer's review of plans, data and samples, submitted by the Contractor will cover only general conformity to the drawing and specifications. The Engineer's review will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown. The review of plans and schedules will be general, and shall not be construed:
 - 1. As permitting any departure from the Contract requirements.
 - 2. As relieving the Contractor of responsibility for any errors, including detail, dimensions, and materials.
 - 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.
- B. Variations:

1. If the plans or schedules, as submitted, describe variations per paragraph 1.03 C, and show a departure from the Contract requirements which Engineer finds to be in the interest of the City and to be so minor as not to involve a change in Contract price or time for performance, the Engineer may return the reviewed plans without noting an exception.
 2. If the plans or schedules, as submitted, describe variations and show a departure from the Contract requirements which the Engineer finds to be minor enough to be corrected by redlining the submittal, the Engineer will mark and return the submittal marked "Approved as Noted." The redlined corrections shall be as binding on the Contractor as would be a resubmission embodying the same corrections.
- C. When reviewed by the Engineer, each of the Shop Drawings shall be stamped and dated to indicate it had been reviewed. Shop Drawings stamped "Revise and Resubmit" and with required corrections shown will be returned to the Contractor for correction and resubmittal.
- D. If the Contractor considers any correction indicated on the Shop Drawings to constitute a change to the project plans or specifications, the Contractor shall give written notice thereof to the Engineer who will render a decision which shall be final. After the decision has been made, the Contractor shall without delay, provide the corrections to the plans.
- E. When the Shop Drawings have been approved by the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.
- F. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal.

1.0.5. SHOP DRAWINGS

- A. Shop drawings shall be of such character that they may be used as fabrication drawings. Prior to submission, the Contractor shall thoroughly check such drawings, satisfying himself that they meet the requirements of the Plans and Specifications and that they are coordinated with the arrangements set forth on other shop drawings, and shall place on them the Project Number, the date and his signature and stamp of approval. Where items for which shop drawings are submitted are to meet special conditions listed in the detailed Specifications, the conditions shall be so noted on the drawing. Where there is a deviation from the Specifications, the Contractor shall note it and state the reason why a deviation is required. Two copies will be returned to the Contractor with the Engineer's mark of approval thereon, or will be marked to indicate changes necessary to effect compliance with the Specifications and the remaining copies will be retained by the City. When shop drawings are approved by the Engineer, they shall be as binding as any of the Contract Documents. Any errors or omissions on the shop drawings shall not relieve the Contractor of his responsibility.

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

- B. Shop drawings submitted without the required approval as specified above shall be returned without review and no extension of time will be granted for any delays caused by such improper submission.
- C. The approval of shop drawings and data will be general, and shall mean that upon examination of the shop drawings, no variations from the Contract requirements have been discovered, and approval will not relieve the Contractor of his responsibilities as defined under the Contract.
- D. When used in the Project Documents, the term "Shop Drawings" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the project. These Shop Drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance/test data shall be considered only as supportive to required Shop Drawings as defined above.
- E. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Information which is not applicable to the work shall be deleted by striking or cross hatching.
- F. If plans show variations from Contract requirements because of standard shop practice or for other reasons, describe such variations in the letter of transmittal. If no explanation of these variations is provided, the Contractor shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such plans have been reviewed and approved.
- G. For all mechanical and electrical equipment furnished, provide a list including the equipment name, address of and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- H. All manufacturers or equipment suppliers who propose to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least five years, unless otherwise specified. Manufacturers and/or equipment which fails to meet the specified experience period will be considered if the manufacturer or supplier provides a bond or cash deposit which will guarantee replacement of the equipment or process in the event of failure or unsatisfactory service.

- I. Only the Engineer will utilize the color "red" in marking Shop Drawing submittals.

1.0.6. REQUIRED INFORMATION

- A. Submit, as applicable, the following for all prefabricated or manufactured structural, mechanical, electrical, plumbing, process system, and equipment work:
 - 1. Shop Drawings or equipment drawings, including dimensions, size and location of connections to other work, and weight of equipment.
 - 2. Catalog information and cuts.
 - 3. Installation or placing plans for equipment, drives, and bases.
 - 4. Supporting calculations, signed and sealed by a Florida Registered Engineer when required, for equipment and associated supports, or hangers required or specified to be designed by equipment manufacturers.
 - 5. Signed and sealed calculations and plans by in-house Florida Registered Professional Engineer for structural systems, indicating compliance to the structural design criteria specified in the plans.
 - 6. Complete manufacturer's specifications, including materials description and paint system.
 - 7. Performance data and pump curves.
 - 8. Suggested spare parts with current price information.
 - 9. List of special tools required for testing, checking, parts replacement, and maintenance. (Special tools are those which have been specially designed or adapted for use on parts of the equipment, and are not customarily and routinely carried by maintenance mechanics)
 - 10. List of special tools furnished with the equipment
 - 11. List of materials and supplies required for the equipment prior to, and during startup
 - 12. List of materials or supplies furnished with the equipment
 - 13. Special handling instructions
 - 14. Requirements for storage and protection prior to installation

15. Requirements for routine maintenance required prior to equipment startup

16. List of all requested exceptions to the Project Documents

1.0.7. SUBMITTAL REQUIRED FOR FOREIGN MANUFACTURED ITEMS

- A. In addition to the submittal requirements stated above, suppliers of foreign manufactured items shall submit the names and addresses of companies within the United States that maintain technical service representatives and a complete inventory of spare parts and accessories for each foreign-made item proposed for incorporation into the work. Failure to prove these capabilities shall be cause for rejection of the foreign manufactured items.
- B. Foreign manufactured equipment and materials shall in all cases be clearly and permanently marked with the manufacturer's name and country of origin of the item. The name of the U.S. importing/supplying firm is not acceptable. Shop Drawing submittals of foreign-made items shall be accompanied by written information to include name and location (i.e. country, City, and street address) of the manufacturer. This requirement shall also apply to the foreign made elements of items assembled in this country from parts wholly or partially manufactured overseas.
 - 1. The words "Permanently Marked" as used in this paragraph shall mean; die stamped, cast-in, welded, or otherwise marked such that the removal of the marking by any mechanical or chemical means will result in obvious permanent damage to the surface marked. These markings shall be on surfaces which are not hidden by assembly.
- C. Where specified elsewhere herein or at the sole discretion of the Engineer, whose word shall be final, supply verification of quality, suitability or other aspects, as directed by the Engineer, from a Professional Engineer licensed to practice in the State of Florida or the state where the supplying U.S. firm is located. The verification shall be signed, sealed, and dated. All costs for this verification shall be at the sole expense of the Contractor and no extra compensation will be allowed. Verification by foreign-based engineers, firms, manufacturers, etc. will not be acceptable.

1.0.8. SAMPLES

- A. Furnish for the approval of the Engineer, samples required by the Project Documents or required by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integrally related parts and attachment devices.
 2. Full range of color, texture and pattern.
 3. A minimum of two samples of each Item shall be submitted.
- C. Each sample shall have a label indicating:
1. Name of Project.
 2. Material or Equipment Represented.
 3. Name of Producer and Brand (if any) Location in Project.
- D. Prepare a transmittal letter in triplicate for each shipment of samples containing the information specified herein in Paragraph 1.05 A. Enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer. Approval of a sample shall be only for the characteristics or use specified and shall not be construed to change or modify any Contract requirements.
- E. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples.

1.0.9. SUSTITUTION

- A. Changes in products, materials, equipment, and methods of construction required by the Contract Documents, which are proposed by the Contractor after award of the Contract, are considered to be requests for substitutions. Where the plans and/or specifications designate the products of a particular manufacturer, the product specified has been found suitable for the intended use. Articles or products of similar characteristics may be offered for the approval of the Engineer, whose decision shall be final. Copies of complete descriptive data shall be furnished regarding all materials furnished by the Contractor, consisting of Dimension drawings, catalog references, product data, cost, and other information necessary to clearly identify and evaluate each article.
- B. When substitutions are permitted, the Contractor shall make all necessary changes in adjacent, connected, or other structures and equipment at his expense. the Contractor shall make all necessary changes in adjacent or connected structures and equipment at his expense. Where contemplated changes, substitutions or appurtenant work require engineering design, in the opinion of the Engineer, the Contractor shall have such design services performed at his expense. Said engineering design services shall be of an extent satisfactory to the Engineer whose word shall be final and shall

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be performed by a Registered Professional Engineer licensed to practice in the State of Florida.

- C. Where there is a deviation from the Specifications, the Contractor shall note it and state the reasons why a deviation is required.
- D. Where engineer-recommended changes, substitutions or appurtenant work require engineering design, the Contractor shall have such design services performed. Those engineering design services shall be of an extent satisfactory to the Engineer, whose decision shall be final.
- E. The approval of Pre-Approved product sheets, shop drawings and data will be general and shall mean that upon examination of the drawings, no variations from the approved project drawings and project requirements have been discovered, and approval will not relieve the Contractor of his responsibilities as defined above. The City's review will not constitute an approval of dimensions, quantities and details of the material, equipment or item shown.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01380 CONSTRUCTION PHOTOGRAPHS AND VIDEO PHOTOGRAPHY

PART 1 – GENERAL

1.0.1 DESCRIPTION OF WORK

- A. This section specifies the taking and submission of construction photographs and audio-video photography.
- B. Prior to the delivery of any equipment, materials or supplies to the site of any work, or to the beginning of any of the construction work, the Contractor shall provide pre-construction photography as specified herein for the purpose of establishing the surface conditions existing in all of the areas to be affected by the construction of the Project.
- C. Pre-Construction Photographs: The Contractor shall video/photograph the entire project site during normal working hours including all concrete and asphalt pavements, curb and gutter, fencing, landscaping to remain, structures to be demolished, and existing structures that are to be modified. All videos and photographs shall be date and time stamped and a digital copy submitted on a flash drive/memory stick or media acceptable to the Department prior to beginning construction activities. The video/photographs shall clearly identify existing site and structural conditions.
- D. Ground photography shall consist of photographs and color video taping of surface features taken along the entire length of the Project and including all work, intersecting roadways and properties that will be impacted by the water service conversions.
- E. The purpose of the color audio-video taping of the project is to provide the necessary information for restoration of surface features after completion of the Project. The Contractor shall be responsible for repairing any damage or defect not documented as existing prior to construction.

1.0.2 QUALITY ASSURANCE

- A. Photographs shall be clean, sharp and clearly show details. Out-of-focus photographs will not be acceptable.
- B. Digital photographs which are poorly lit or lack definition will not be acceptable

1.0.3 SUBMITTALS

- A. Submit one (1) final digital file of each construction photograph and one (1) flash drive/memory stick or acceptable media with the video as follows:

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1. Within fourteen (14) days of receiving Notice to Proceed
2. Number photographs in sequence beginning with the numeral one

PART 2 – PRODUCTS

2.0.1 SIZE AND QUALITY

- A. Digital pictures and videos shall be compatible with City's software, color, 3½-inches by 5-inches.
- B. Digital pictures and videos shall be compatible with City's software.

2.0.2 IDENTIFICATION

- A. Each photograph shall be stamped with the following information stamped or typed on the back of the print:

CITY OF OPA-LOCKA WORKS DEPARTMENT

Contract No. _____

CONTRACTOR: _____

Photograph No. _____ Date: _____ Time: _____

Description: _____

2.0.3 QUANTITY

- A. A minimum of twelve (12) photographs shall be taken prior to construction and twelve more each month until completion of the Work.
- B. In the instance of a pipeline installation, take a minimum of one photograph each 200 feet or fraction thereof along the entire route of the main initially. During construction a minimum of one photograph every two hundred feet or fraction thereof of that portion of the main constructed during the month until completion.
- C. The number of photographs required shall be at the sole discretion of the Engineer whose decision shall be final.
- D. An increase in the number of photographs above the minimums shall not be cause for an increase in cost and no extra compensation will be allowed.

2.0.4 VIDEO PHOTOGRAPHY

- A. Color audio-video shall be submitted on a flash drive/memory stick or acceptable media.

PART 3 – EXECUTION

3.0.1 INITIAL AND CONSTRUCTION PHOTOGRAPHY

- A. Take pre-construction photographs of the entire site or route of the main after receiving the Notice to Proceed and prior to disturbing the site in any manner. Coordinate with the Engineer as to the vantage points and number of photographs required in Paragraph 2.0.3.
- B. Photography During Construction: Coordinate with the Engineer as to the actual number and location of views to be photographed and the day and time of photographing.
- C. Photographic equipment utilized shall be of sufficient quality to produce pictures capable of being enlarged without loss of definition or sharpness.

3.0.2 PHOTOGRAPHY DURING CONSTRUCTION

- a. Coordinate with the Engineer as to the actual number and location of views to be photographed and the day and time of photographing.

3.0.3 VIDEO PHOTOGRAPHY

- A. Coverage of Taping: Such coverage shall include, but not be limited to, all existing driveways, sidewalks, curbs, streets, signs, landscaping, trees, catch basins, fences, visible utilities and all buildings located within the work zone of the Project. Of particular concern are any existing faults, fractures, defects or other features. Audio description shall be made simultaneously with and support the video coverage.
- B. Streets: shall be recorded by audio-video tape for the full width of the right-of-way, except where specifically noted otherwise by the Engineer.
- C. Front, Side and Rear Yard Areas: shall be recorded by audio-video tape of properties impacted by the water service conversions.

3.0.4 LOCATION INFORMATION

- A. All flash drives/memory sticks or other acceptable media shall be properly identified by number, location and project name in a manner acceptable to the Engineer.
- B. A record of the contents of each flash drive/memory stick or acceptable media shall be supplied on a run sheet identifying each segment in the tape by location, i.e., street

viewing side, traveling direction, engineering stationing, and all referenced by tape counter numbers.

- C. All video recordings shall begin with the date and time of recording, the project name, the sheet numbers of engineering stationing as shown on the plans, the name of the street, area or building being taped, the direction of travel and the viewing side. Houses and buildings shall be identified visually by house or building address, when possible, in such manner that the progress of the taping and the proposed system may be located by reference to the houses and buildings.

3.0.5 SITE RECORDING CONDITIONS

- A. All audio-video taping shall be done during times of good visibility. No outside taping shall be done during periods of visible precipitation or when the ground area is covered with leaves or debris, unless otherwise authorized by the Engineer.
- B. In order to produce the proper detail and perspective, adequate auxiliary lighting will be required to fill in shadow areas caused by trees, utility poles, road signs and other such objects, as well as other conditions requiring artificial illumination.
- C. The average rate of speed in the general direction of travel of the conveyance used during taping shall not exceed 60 feet per minute. Planning rates and zoom-out rates shall be controlled sufficiently so that playback will produce adequate clarity of the object being viewed.

END OF SECTION

01400 QUALITY CONTROL

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. The intent of this section is to emphasize the City interest in quality products being designed and installed within the time and cost considerations of the project. The Contractor shall have primary responsibility for providing Quality Control (QC) for project during both design and construction phases. Quality Control includes, but is not limited to, such functions as:
 - 1. Assuring only latest revisions of design and other documents used for construction (e.g., Shop Drawings, catalog cuts, schedules) are being used by project staff.
 - 2. Inspection of materials and equipment delivered to the site.
 - 3. Inspection and maintenance of materials and equipment in storage.
 - 4. In progress and Final Inspection of the constructed product.
 - 5. Manufacturer's Certification of Installation for service intended.
 - 6. Reporting on work in progress daily.
- B. The Contractor shall have a QC System and sufficient QC staff, in place in the design team office and on the jobsite always that work is underway.
- C. The Contractor is responsible for controlling the quality of the work, including that portion of the work performed by Engineer of Record, the Cogeneration system manufacturer and on-site Subcontractors. The Contractor is also responsible for assuring that suppliers and manufacturers providing materials and products to be incorporated into the work satisfy the specified quality, provide required documentation, and provide those services as specified within the technical portions of the specifications.
- D. The Contractor shall develop and submit a Quality Control Plan which identifies the reporting structure of the QC organization, defines the procedures to be implemented by the Contractor to assure the specified quality is achieved, and details the daily reporting protocol. Within 20 calendar days of the Notice to Proceed (NTP), the Contractor shall submit their proposed Quality Control Plan. The Engineer will schedule a review meeting of the outline within one week of receipt of the plan outline. Final submission of the quality control plan shall be made no later than 10 calendar days following the review meeting.

- E. The Contractor and Engineer will coordinate materials testing for cast-in-place concrete, earthwork, and paving.

1.0.2. MATERIALS AND EQUIPMENT

- A. The Contractor shall maintain control over procurement sources to ensure that materials and equipment conform to specified requirements.
- B. The Contractor shall comply with manufacturer's instructions regarding all facets of materials and/or equipment movement, storage, installation, testing, startup, and operation.
- C. The Contractor shall prepare, complete, and maintain all equipment, pipe, and testing logs that document the dates and disposition of each specific test conducted. The logs will be comprised of a summary sheet that is corroborated by individual test report forms that document the specific tests. The individual test report form will be provided by the Engineer.

1.0.3. MANUFACTURER'S TECHNICAL REPRESENTATIVE

- A. When specified in the technical specification sections, the Contractor shall arrange for and provide technical representation directly from the manufacturers of respective equipment items or components.
- B. If, in the opinion of the Engineer, the Manufacturer's Representative fails to satisfy the terms of this Specification section, the Engineer may direct the Contractor to replace the Representative with a different representative, and those hours expended by the disapproved representative will not be counted against the service hours specified for the system/unit/component.

PART 2 – PRODUCTS

2.0.1. QUALITY CONTROL PLAN

- A. The Quality Control Plan shall be a formal document prepared under the direction of the Contractor. The Plan will be the basis by which the Engineer will monitor the QC effort associated with executing the work.
- B. The Plan shall address the Quality Control Organization and the roles each member of the organization plays in satisfying the quality requirements of the work.
- C. Included within the plan will be basic guidelines associated with the checking and monitoring of work as it progresses and how the guidelines will be used by Contractor's supervisors and representatives to provide the required quality.

D. The process for notification of quality concerns shall be included in the Plan.

2.0.2. REPORTS

A. Monthly Quality Control Summary that addresses the following:

1. Certification by Contractor that all work not specifically cited by a Non-Conformance Report satisfies the requirements of the Contract Documents.
2. Summary table identifying all non-conformance notices and their respective current status.

B. Certificate of Proper Installation shall address installation of equipment items.

PART 3 – EXECUTION

3.0.1. QUALITY CONTROL

- A. Quality control is the responsibility of the Contractor, and the Contractor shall maintain control over construction and installation processes to assure compliance with specified requirements.
- B. Means and methods of construction and installation processes are the responsibility of the Contractor, and at no time is it the intent of the Engineer to supersede or void that responsibility. In the event there is a degree of uncertainty that the process observed or planned will accomplish the required quality, the Engineer will refer to the Quality Control Plan and initiate discussion with the person primarily responsible for the process or installation in question.
- C. Prepare and submit weekly Quality Control activity reports to the Engineer.
- D. Monthly Quality Control Summaries are to be prepared and submitted to the Engineer with the Contractor's Partial Payment request for the respective period.

END OF SECTION

01510 TEMPORARY UTILITIES

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. Provide temporary facilities required, which may include, but not limited to, the following:
 - 1. Contractor's field office, telephone and storage sheds.
 - 2. Temporary water service.
 - 3. Temporary sanitary service.
 - 4. Temporary electrical service.
- B. For additional requirements on Temporary Facilities refer to Section 01100 "Special Project Requirements".
- C. Requirements of Regulatory Agencies:
 - 1. Obtain and pay for permits as required by governing authorities.
 - 2. Comply with federal, state and local codes and regulations.

1.0.2. TEMPORARY ELECTRICITY

- A. The City will not furnish electric power for this project. All electrical driven equipment, including electrical welders, shall be served by the temporary electrical service to be provided by the Contractor.
 - B. The Contractor shall supply extension cords, ground fault circuit interrupters, and safety equipment necessary to protect his workmen and plant personnel.
 - C. The Contractor shall obtain a power source for temporary electricity from electrical generators or other approved means. Furnish, install and maintain temporary electric power service for construction needs throughout construction site as necessary.
 - 1. Power centers for miscellaneous tools and equipment used in construction work.
2. Power for construction equipment.
3. Power for testing and checking equipment.

4. Power for welding units and for other equipment having special power requirements.
- D. Capacity:
1. Adequate electrical service distribution for construction use by all trades and Field Offices during construction period.
 2. Notify FPL if unusually heavy loads, such as welding, pumps, high service temporary pump, and other special power requirements, will be connected.
- E. Maintain strict supervision of use of temporary services.
1. Enforce conformance with applicable standards.
 2. Enforce safe practices.
 3. Prevent abuse of services.

1.0.3. TEMPORARY SANITARY FACILITIES

- A. Furnish, install and maintain temporary sanitary facilities for use throughout construction period.
1. Enclosed toilet facilities for construction personnel.
 2. General employee washing facilities.
- B. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of Contractor's employees. Toilets at construction sites shall conform to the requirements of Subpart D, Section 1926.51 of the OSHA Standards for Construction.
- C. Minimum number of fixtures:
1. Toilets and Urinals:

For less than 20 employees: 1 toilet.

For 20 or more employees: 1 toilet and 1 urinal per 40 workers.
 2. Washing Facilities: Adequate for number of employees, for type of work requiring washing facilities.
- D. Maintain strict supervision of use of facilities:

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1. Enforce conformance with applicable standards.
2. Maintain service and clean facilities.
3. Enforce proper use of sanitary facilities.

E. Cost of Installation and Operation:

1. Pay costs of temporary sanitary facilities, including costs of installation, maintenance and removal.
2. Costs of Water: As specified in Temporary Water.
3. Pay service charges for use of portable units.

F. Facility Locations:

1. Within the project site.
2. At Field Offices
3. Toilet and washing facilities:
 Secluded from public observation.
 Convenient for use of personnel in relation to work stations.
4. Obtain acceptance of the Engineer for all locations.

G. Enclosure for Toilet Facilities:

1. Weatherproof, sight proof, sturdy temporary enclosures.
2. Insect proof screening, adequate natural ventilation.

H. Sewer Connection: The Contractor shall coordinate with the City's Public Works Department for obtaining sewer connection and shall pay permit and sewer usage charges.

PART 2 – PRODUCTS

2.0.1. MATERIALS

- A. General: Materials may be new or used, but must be adequate for purpose required, must be sanitary and must not violate requirements of applicable codes. Materials in contact with potable water must be AWWA/NSF 61 listed.

2.0.2. ELECTRICITY

- A. Provide required facilities, including transformers, conductors, poles, conduits, raceways, breakers, fuses and switches.
- B. Provide appropriate enclosures for environment in which used, in compliance with NEMA standards.

2.0.3. DRINKING WATER FACILITIES

- A. Portable Containers
 - 1. Tightly closed and equipped with dispensing tap.
 - 2. Clearly label contents.
 - 3. Do not use for other purposes.
 - 4. Provide single service disposable cups, with sanitary container for unused cups, and receptacles for used cups.

2.0.4. SANITARY FACILITIES

- A. Toilet Facilities:
 - 1. Portable toilets; either:
 - a. Chemical toilets.
 - b. Reticulating toilets.
 - c. Combustion toilets.
 - 2. Toilet Tissue: Provide at each toilet, on suitable dispenser.

PART 3 – EXECUTION

3.0.1. GENERAL

- A. Obtain Engineer's approval of planned installations.

- B. Install work in a neat and orderly manner.
- C. Make structurally sound throughout.
- D. Maintain to provide continuous service.
- E. Modify and extend service as work progress requires.

3.0.2. TEMPORARY WATER

- A. Locate piping and outlets.
 - 1. Provide service convenient to work stations.
- B. Avoid interference with:
 - 1. Traffic and work areas.
 - 2. Materials handling equipment.
 - 3. Storage areas.
- C. Do not run piping on floor or on ground.
- D. When necessary to maintain pressure, provide temporary pumps, tanks and compressors.

3.0.3. TEMPORARY ELECTRICITY

- A. Service and distribution may be overhead or underground.
- B. Locate to avoid interference with:
 - 1. Traffic and work areas.
 - 2. Cranes.
 - 3. Material handling equipment.
 - 4. Storage areas.
- C. Do not run branch circuits on floor or on ground.
- D. Wire all safety devices required for operation of equipment.

- E. Check operation of safety devices.

3.0.4. TEMPORARY SANITARY FACILITIES

A. Portable Toilets:

1. Erect securely and anchor to prevent dislocation.
2. Service as often as necessary to prevent accumulation of wastes and creation of unsanitary conditions.

B. Washing Facilities: Provide faucet

3.0.5. REMOVAL

- A. Completely remove temporary materials and equipment upon completion of construction.
- B. Clean and repair damage caused by installation and restore to specified or original condition.

END OF SECTION

01530 PROTECTION OF EXISTING FACILITIES

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. The Contractor shall exercise extreme care and protect all existing structures and utilities, when working in proximity so as not to disturb the structures. Repair or replacement of any property and/or structures damaged during the construction of this project shall be the sole responsibility of the Contractor. Costs involved in the replacement or repair will not be reimbursed by the City. The Contractor shall be responsible for coordinating his work with the work to be done by FPL or their Contractor.
- B. Protection of Property Remaining in Place:
 - 1. Property obstructions which are to remain in place, such as buildings, poles, walls, posts, bridges, etc., are to be carefully protected from damage and are not to be displaced. Any damage to such obstructions noted to remain in place shall be repaired by the Contractor at no additional cost to the City or Owner.
 - 2. Should structures be encountered which interfere with the work, the City or designee shall be consulted immediately in order for a decision to be made on the relocation of the work so it will clear the obstruction, if the obstruction cannot be relocated.
- C. The underground utilities, structures and other facilities shown on the plans are located according to the best information available but may vary by several feet from both the position and elevation shown. The Contractor shall explore far enough in advance of his main trench to determine the exact location and condition of such utilities, structures or facilities so that, before the pipe is installed, the Engineer may change the line or grade of the pipe, should that become necessary to avoid a conflict.

1.0.2. GENERAL CONSIDERATIONS

- A. All cost for changing the grade of the proposed main downward two feet-six inches or less in order to clear obstructions located differently than shown on the plans, or to clear obstructions not shown on the plans but the location of which could have become known or should have become known by proper observation of field conditions or the proper exploratory procedure, shall be included in the prices bid under the various items of the Proposal and no additional compensation will be allowed.
- B. Additional cost, if any, for changing the grade of the proposed main downward more than two feet-six inches, for the same reasons, will be paid for as "Extra Work" in accordance with "Extra Work and Payment Therefore" of the Special Conditions.

- C. Changing the grade of the proposed main by rising deflections, or the alignment by horizontal deflections, will not be considered as extra work, or extra cost, to the Contractor, and in some cases a credit to the City may be warranted.
- D. Where the Quotation contains Items for installing main in specific depth ranges, the main shall be paid for at the actual depth range installed. However, the provisions of paragraphs one and two of this Section shall apply and any depth increase caused by a lack of timely and sufficient exploration by the Contractor shall be at his expense. In such instance, the main shall be paid for as if installed at the invert elevations originally shown on the Plans.
- E. In all cases where the main is deflected either horizontally or vertically, and the Engineer requires additional work and items such as paving, air release valve assemblies, and similar items for which a pay item was established in the Proposal, then such additional work and items will be paid for at the prices bid.
- F. The Contractor shall determine the locations of recent additions to the systems not shown on the plans. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities. The location of all overhead utilities shall be verified, and the Engineer notified of any conflict which might occur. The Contractor shall be responsible for determining which poles will need shoring during excavation and shall provide such shoring and support as is required.
- G. Where it is necessary to temporarily interrupt house or building services, the Contractor shall notify the house or building owner or occupant, both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the Contractor shall obtain permission from the Owner, or shall make suitable arrangements for their disconnection by the Owner. The Contractor shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the work has progressed past the point involved.
- H. Various drainage culverts and drainage ditches may be encountered along the route of the work. Any culverts which are disturbed, damaged or removed shall be repaired, restored or reinstalled. The Contractor shall document any existing damage to the drainage systems, or if it needs cleaning, prior to doing any work in the vicinity, so he will not be held responsible. Drainage ditches shall be restored to the original cross sections existing prior to construction of this work. Ditches shall be left clean and free of all excavated materials or other materials deposited in them as a result of this construction. All existing headwalls, removed or damaged as a result of this construction, shall be restored as directed by the Engineer, and the work shall be considered an incidental item and the cost included in the other items of the quotation.
- I. All existing drainage structures and piping shall be considered clean at the start of construction. The Contractor shall check to verify that this is so. The Contractor

should notify the governing agency of any damaged or dirty structures or piping to avoid repair or cleaning at his expense. Copies of such notices shall be sent to the Engineer.

1.0.3. RELOCATION OF EXISTING UTILITIES

- A. The relocation of existing utilities, as noted on the plans, or for the convenience of the Contractor shall be the responsibility of the Contractor. This work shall be completed by either the forces of the existing utility or the Contractor's forces at the discretion of the responsible utility. If the work is to be performed by the Contractor, all work shall be done in accordance with the utility company's requirements. Under no circumstances shall the Contractor be authorized extra payment for this work, and all cost for the relocation shall be the responsibility of the Contractor.
- B. The Contractor shall also be responsible for the coordination of all existing utility relocations with the appropriate utilities. Where temporary supports or protective encasements are required during the construction, the Contractor shall be responsible for this work at no additional cost.
- C. Any conflicts between the field investigation and the information shown on the plans shall be brought to the immediate attention of the Engineer. There shall be no additional payment for adjustments in grades or location resulting from locations of existing utilities.
- D. Various storm sewer lines and inlets and slab-covered drainage ditches that conflict with the proposed construction may require adjustment, relocation or removal and reinstallation. This work shall be performed as directed by the Engineer, and the work shall be considered an incidental item and the cost included in the items listed in the quotation.
- E. Representatives of utility companies, the railroad companies, the traffic and transportation authorities, etc., shall be notified in accordance with the provisions set forth in the relevant sections of the Specifications and the permitting documents.
- F. Notify all utility companies that are affected by the construction operation at least forty-eight (48) hours in advance. Under no circumstance expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose and provide temporary support for all existing underground utilities and utility poles where necessary.
- G. Absolutely no extra compensation will be allowed for construction problems created by utility poles of whatever size, overhead electric, telephone or other lines, whether shown on the Plans or not. The Contractor is solely responsible for discovering such items in the field prior to bidding and including all costs for such work in the prices bid.

1.0.4. PROTECTION OF UTILITIES TO REMAIN IN PLACE

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- A. The work area may have existing utilities, such as, but not limited to irrigation, phone, electrical, water, sewer, storm sewer, and gas lines. It shall be the responsibility of the Contractor to verify the location of all such utilities, structures, etc. by hand excavation or other appropriate measures before performing any work that could result in damage or injury to persons, utilities, structures, or property. The Contractor shall make a thorough search of the site for utilities before work is commenced in any particular location. The Contractor shall take special consideration to protect the existing water main, force main and power line along the project location to avoid service disruptions.
- B. During construction, the Contractor shall protect the existing and proposed water main and force main using steel plates, as indicated in the drawings, until site work is completed and final grade is achieved. The Contractor shall be responsible for the repair of any damages caused to these pipes during construction at no additional costs to the City.
- C. The Contractor shall take immediate steps to repair, replace, or restore all services to any utilities or other facilities which are disrupted at the fault of the Contractor. Further, the Contractor shall engage any additional outside repairs on a continuous "around the clock" basis until services are restored. The Contractor shall also provide and operate any supplemental temporary services to maintain uninterrupted use of the facilities. All costs involved in the repairs and restoring of disrupted service resulting from negligence on the part of the Contractor shall be borne by the Contractor and shall be fully responsible for any and all claims resulting from the damage.
- D. Should utilities be encountered which interfere with the work, the City or designee shall be consulted immediately in order for a decision to be made on the relocation of the work so it will clear the obstruction, if the obstruction cannot be relocated.
- E. Prior to the start of construction, the contractor shall comply with F.S. 553.851 for the protection of underground gas lines.
- F. When power poles are adjacent to any proposed utility, the Contractor shall provide proper shoring or other suitable support during construction. The shoring and support methods shall be approved by the utility company engineering department. The cost of shoring will be included in the overall project cost.
- G. The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the written permission of the City. Requests for disconnection must be in writing and received by the City at least 72 hours prior to the time of the requested interruption.

1.0.5. PROTECTION OF TREES REMAINING IN PLACE

1-103

- A. Construction can potentially damage the existing trees confined within the construction zone. Besides their aesthetic value, some trees are valuable and may be environmentally protected. Mangroves and mangrove associated species (as defined by Miami-Dade County Code of Ordinances) are the jurisdiction of Miami-Dade County and would fall under the Miami-Dade County Code of Ordinances, Chapter 24, Division II.
- B. Trees can be an important part of the ecological environment of the surrounding area. Measures should be in place to protect trees whenever necessary, including conservation of the canopy.
- C. Where directed by the City, desirable trees within the roadway area shall be trimmed, protected, and left standing. Branches of trees extending over the area occupied by the roadway shall be trimmed as directed, to give clear height of 14 feet over vehicular areas and 8 feet over pedestrian areas.
- D. When pruning cuts or root pruning to existing trees is shown in the Plans, work is to be supervised on site by an International Society of Arboriculture (ISA) or American Society of Consulting Arborists (ASCA) Certified Arborist and performed in accordance with American National Standards Institute (ANSI).
- E. All trees found within a FDOT designated road shall comply with the appropriate FDOT index for tree protection barriers. All other tree protection shall be in accordance with the
- F. For all areas both inside and outside the earthwork area, the Contractor shall not deface, injury, or destroy trees, nor remove or cut them without prior approval via a tree removal permit from the City of Opa-Locka. Any accidental damage to a tree shall immediately be reported to the City of Opa-Locka for evaluation for public safety and possible new and additional permit requirements/work. An after-the-fact tree removal permit may be required.
- G. The Contractor shall understand all ANSI tree care standards prior to the start of earthwork. All necessary permitted above and below ground tree work shall follow the appropriate ANSI standards for tree care.
- H. Tree relocation, when required, shall be in accordance with CITY CODE

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

1-105

01540 DEMOLITION AND REMOVAL OF EXISTING STRUCTURES AND EQUIPMENT

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. The Contractor shall furnish all material, labor, tools, equipment, plant, appliances and services necessary to complete all demolition, modification and relocation work required in the drawings and specified herein. Examine the various drawings, visit the site and determine the extent of work affected therein and all conditions under which he is required to perform the various operations.
- B. The Work specifically covered under this Section consists of the removal and disposal of existing structure, appurtenances, concrete pavement, concrete sidewalk, slope pavement, ditch pavement, curb and curb and gutter. The items to be removed shall be: (1) those items shown in the Plans to be removed; (2) those found within the limits of the area to be cleared and grubbed and directed by the City or designee to be removed; (3) those items which it is necessary to remove in order to construct new structures, utilities, and other appurtenances or obstructions which may be designated in the plans.
- C. Demolition shall be constructed in such a way as to leave no obstructions to any proposed new structures or to any waterways. Pilings shall be pulled or shall be cut off or broken off at least 2 feet below the finish grade line. (In the event that the Plans indicate channel excavation to be done by others, the finish ground line shall be considered as the limits of such excavation.) For material which are to remain the property of the City or are to be salvaged for utilization in temporary structures, the removal shall be in such way as to avoid damage to such materials, and all bolts, nails, etc., shall be entirely removed from timbers to be so salvaged; also such salvaged structural steel members shall be marked for identification, as directed. Retaining walls and drainage structures are specifically not included in the Work covered under this Section.

1.0.2. GENERAL CONSIDERATIONS

- A. Demolition, modification, removal and relocation work shall be coordinated with the City, shall be performed in an agreed upon sequence to minimize down time at the site.
- B. Promptly remove all demolished materials and debris from the site. No demolished materials shall be kept at the plant site for more than 24 hours.

- C. Demolition shall result in the complete removal and disposal of existing structures and appurtenances from the site as indicated on drawings and the cleanup after completion of the demolition work.
- D. The cutting and removal of existing work necessary for modifications and installation of new work shall be made with a minimum of damage to the work that is to remain. Any damage done to existing facilities which are to remain shall be repaired at the Contractor's expense to the satisfaction of the City.
- E. Surfaces of seals visible in the completed work shall be made to match as nearly as possible the adjacent surfaces.
- F. Non-shrink grout shall be used for setting wall casting, sleeves, leveling pump bases, doweling anchors into existing concrete and elsewhere as required.
- G. Follow other specific instructions for the modification work given in other sections of these specifications and/or as shown on the drawings.
- H. Verify exact location, material, alignment, joint, etc. of existing piping and structure prior to making the modifications and connections called out in the drawings. The verifications shall be performed with adequate time to correct any potential alignment or other problems prior to the actual time of connection.
- I. Dismantle and remove all existing equipment, piping and other appurtenances required for the completion of the work. Where called for or required, cut existing pipeline for the purpose of making connections thereto. Anchor bolts for equipment and structural steel removal shall be cut off one inch below the concrete surface. Surface shall be properly repaired and finished.
- J. Where necessary or required for the purpose of making connections, cut existing pipelines in a manner to provide an approved joint. Where required, weld beads, flanges or provide the specified couplings, all as required.
- K. Site shall be left in a clean condition satisfactory to the Engineer, free from demolished materials, rubbish or debris. Site shall be graded to meet adjacent contours and provide flow for surface drainage.
- L. Restore items intended to remain that have been damaged by demolition work.
- M. Items intended to remain that have been damaged by demolition work shall be restored to original or better condition.
- N. All interrupted utility services shall be returned to service, and temporary services disconnected, unless otherwise specified.

PART 2 – PRODUCTS

2.0.1. STRUCTURES TO BE REMOVED

- A. The work specifically covered under this Section consists of the removal and disposal of the material from existing structures.
- B. The structures to be removed shall be:
 - 1. Those structures, or portions of structures, shown in the plans to be removed.
 - 2. Those found within the limits of the area to be cleared and grubbed, and directed by the Engineer to be removed.
 - 3. Those structures, or portions of structures, which it is necessary to remove in order to construct new structures, utilities and other appurtenances or obstructions which may be designated in the plans.

PART 3 – EXECUTION

3.0.1. METHOD OF REMOVAL

- A. The structures shall be removed in such a way as to leave no obstructions to any proposed new structures or to any waterways.
- B. For material which are to remain the property of the City or are to be salvaged for utilization in temporary structures, the removal shall be in such way as to avoid damage to such materials, and all bolts, nails, etc., shall be entirely removed from timbers to be so salvaged; also such salvaged structural steel members shall be marked for identification, as directed.

3.0.2. REMOVAL OF EXISTING PAVEMENT

- A. The work specified in this Section consists of removing and disposing of existing concrete pavement, concrete sidewalk, slope pavement, ditch pavement, curb and curb and gutter, where shown in the plans or directed by the Engineer to be removed or where required to be removed because of the construction operations.
- B. Retaining walls and drainage structures are specifically not included in the work covered under this Division.

END OF SECTION

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City of Opa-Locka Sanitary Sewer Gravity
Main Relocation along 133rd Street

01550 SITE ACCESS AND STORAGE

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. The Gravity Main Relocation work is to be performed along NW 133rd Street, between NW 42nd Avenue and NW 43rd Avenue, Opa-Locka, Florida 33054. The project's owner is the City of Opa-Locka.

1.0.2. EXISTING UTILITIES

- A. Protection of, and relocation of existing utilities, structures and other facilities shall be in accordance with Specification "01530 - *Protection of Existing Facilities*".
- B. The relocation of existing utilities, as noted on the plans, or for the convenience of the Contractor, shall be the responsibility of the Contractor. This work shall be completed by either the forces of the existing utility or the Contractor's forces at the discretion of the responsible utility. If the work is to be performed by the Contractor, all work shall be done in accordance with the utility company's requirements. The Contractor shall also be responsible for the coordination of all existing utility relocations with the appropriate utilities. Where temporary supports or protective encasements are required during the construction, the Contractor shall be responsible for this work at no additional cost. Under no circumstances shall the Contractor be authorized extra payment for this work, and all cost for the relocation shall be the responsibility of the Contractor.
- C. Any conflicts between the field investigation and the information shown on the plans shall be brought to the immediate attention of the Engineer.

1.0.3. SITE ACCESS AND STORAGE

- A. The City reserves the right to enter upon, and to use, any and all portions of the work performed hereunder (or under its other Contracts), whether completed or not, as may be required.
- B. Highway Limitations: The Contractor shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the work. It shall be the Contractor's responsibility to construct and maintain any haul roads required for its construction operations.
- C. Temporary Crossings: Continuous, unobstructed, safe, and adequate pedestrian and vehicular access shall be provided to fire hydrants, parking lots, Vehicular access to

all production facilities shall be maintained except when necessary construction precludes such access for reasonable periods of time.

- D. Street Use: Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alleyway, or parking area during the performance of the work hereunder and it shall conduct its operations to not interfere unnecessarily with the City or any other authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. No street shall be closed plant operations without first obtaining permission of the Engineer and the City. Where excavation is being performed in any streets, one lane shall always be kept open to traffic, unless otherwise indicated. Toe boards shall be provided to retain excavated material if required by the Engineer or the City. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment. Temporary provisions shall be made by the Contractor to assure the use of sidewalks and the proper functioning of gutters, storm drain inlets, and other drainage facilities.
- E. Additional Facilities: Access to other facilities within the project site shall be allowed by the Contractor for City's staff conduct their operation and maintenance activities. Continuous, unobstructed, safe and adequate pedestrian and vehicular for the City's staff to access facilities within the project site such as the electrical building, emergency generator, water tanks and Pump Station 23 is required.

1.0.4. CONTRACTOR WORK AND STORAGE AREA

- A. The Contractor may utilize private warehouse and/or office space as a storage area and/or construction field offices.
- B. The Contractor shall submit to the Engineer for approval, a proposed plan and layout for all field offices, temporary facilities, and parking both for on the project site and on any additional lands obtained by the Contractor for its use during construction of the project. Prior to commencing any preparation remove, relocate and protect where necessary all existing underground and above ground facilities, pipelines, sprinkler systems, sod and all other existing installations. All these installations shall be restored to their initial conditions.
- C. The Contractor shall construct and use a separate storage area for hazardous materials used in constructing the work.
 - 1. For the purpose of this paragraph, hazardous materials to be stored in the separate area are products labeled with any of the following terms: Warning, Caution, Poisonous, Toxic, Flammable, Corrosive, Reactive, or Explosive. In addition, whether or not so labeled, the following materials shall be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints and paint thinners, 2 part epoxy coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent.

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2. Hazardous materials shall be stored in groupings according to the Material Safety Data Sheets.
3. Contractor shall develop and submit to the Engineer a plan for storing and disposing of the materials above.
4. Contractor shall obtain and submit to the Engineer a single EPA number for wastes generated at the site.
5. The separate storage area shall meet the requirements of authorities having jurisdiction over the storage of hazardous materials.
6. Hazardous materials that are delivered in containers shall be stored in the original containers until use. Hazardous materials delivered in bulk shall be stored in containers which meet the requirements of authorities having jurisdiction.

1.0.5. PARKING

- A. The Contractor shall be responsible for making its own arrangements for parking of its direct employees, Subcontractors, vendors, etc. as may be necessary either on site or offsite.
- B. Traffic and parking areas shall be maintained in good conditions, free of excavated material, construction equipment, mud, and construction materials. The Contractor shall repair breaks, potholes, low areas which collect standing water, and other deficiencies.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01560 TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. For any work conducted in a contaminated area within the project boundaries where hazardous materials or hydrocarbons have been encountered, were previously known to exist, or is suspected by the Contractor or the City Inspector, the Contractor must comply with all applicable requirements of OSHA, EPA, FDEP, Miami-Dade County Regulatory and the City's Environment and Sustainability Department.
- B. All work defined by this Division, including work less than one (1) acre in size, that has the potential to impact the City's Municipal Separate Storm Water System (MS4), and/or adjacent properties, is required to employ sediment and erosion control measures that are in accordance with Florida Storm Water Erosion and Sedimentation Control Inspector's Manual, latest revision, and in accordance with Miami-Dade County Department of Environmental Resources Management.
- C. All construction activity that results in the disturbance of equal to or greater than one (1) acre is required to obtain coverage under the Florida Department of Environmental Protection's Generic Permit for Storm Water Discharge from Large and Small Construction Activities (CGP).

1.0.2. SPECIALIZED CONSTRUCTION AREA

- A. Specialized construction areas are defined as areas where contaminants are discovered and require construction by personnel qualified by training and equipped with personal protective equipment for such work.
- B. Work in specialized construction areas shall be carried out by personnel qualified by training and equipped for such activities. These personnel shall be either Subcontractors with licensing and certification as specialists in this type of construction or the Contractor's own personnel who have taken and been certified as having passed the required training course(s). Licensing and certifications shall be submitted to the City for verification and shall in all cases be satisfactory to both, the City and other authorities with jurisdiction.

1.0.3. DUST ABATEMENT

- A. All permittees, contractors, owners, operators, or other persons involved in construction activities shall refer to applicable sections of Local, State, and Federal regulations on dust control for additional guidance, including but not limited to the Miami-Dade County Code of Ordinances.

- B. All persons involved in construction activities shall take measures to control dust from operations and prevent spillage of excavated materials on public roads.
- C. All persons involved in construction activities shall remove spillage of excavated materials, debris, and dust from public roads by methods approved by the City or designee.
- D. All persons involved in construction activities shall provide temporary dust-proof partitions where required to protect unaltered portions of existing structures and facilities and as directed by the City or designee. Temporary partitions shall be provided where demolition work is required to protect equipment and material and shall consist of plastic sheeting (6 mil).
- E. All persons involved in construction activities shall apply water at locations, quantities, and frequencies required by the City or designee to control dust for nuisance prevention to the City and properties in the vicinity of the site. The frequency of watering will be determined by weather conditions and the erodibility of the soil. If additives in the water are used to increase its dust suppression properties, the chemical should have no adverse environmental impact on adjacent water bodies.
- F. The Contractor shall prevent its operation from producing dust in amounts damaging to property or causing a nuisance to persons occupying buildings in the vicinity of the project Site. The Contractor shall employ measures to prevent fugitive dust. The Contractor shall be responsible for any damage resulting from dust originating from its operations.
- G. Storage Piles: Enclose, cover, water (as needed), or apply non-toxic soil binders according to manufacturer's specifications on material piles (i.e. gravel, sand, dirt) with a silt content of 5 percent or greater.
- H. Active Areas of Site: Water active construction areas and unpaved roads as needed and as requested by Engineer to prevent the propagation of dust.
- I. Inactive Areas of Site: Apply non-toxic soil stabilizers according to manufacturer's specifications to inactive construction areas, or water as needed to maintain adequate dust control.
- J. Vehicle Loads: Cover or maintain at least 2-feet of freeboard vertical distance between the top of the load and the top of the trailer sides on trucks hauling dirt, sand, soil, or other loose materials off of the site.
- K. Roads: When there is visible track-out onto a paved public road, install wheel washers where the vehicles exit and enter onto the paved roads and wash the undercarriage of trucks and any equipment leaving the site on each trip. Sweep the paved street at

the end of each shift with a water spray pick-up broom-type street sweeper as necessary or as directed.

L. Vehicle Speeds: Maintain vehicle speeds to 10 mph or less.

M. Additional dust control BMPs include but are not limited to the following.

1. Prevention of dust generation is preferable to applying dust suppression measures. Ensure in the project schedule that the area of cleared land is minimized during the drier months of the year, when dust generation is at its greatest.
2. The soil shall be maintained in a sufficiently damp condition to prevent loose grains of soil from becoming dislodged. The soil shall be completely crusted over by application of water or completely covered with clean gravel or treated with an approved dust suppressant.
3. Ensure that smooth surfaces are deep ripped and left rough and cloddy to reduce the wind velocity at the soil surface.
4. Construct wind fences if appropriate for the site. As a contingency measure, in areas that do not have access to a water supply, water stored on-site should never be less than fifty percent of disturbed land surface. Wherever watering is used to suppress dust, ensure it does not create contaminated runoff that will contaminate surface waters.
5. Use barriers where required to prevent the migration of sawdust or particulates from sanding or surface preparation activities during construction.

1.0.4. SEDIMENTATION ABATEMENT

- A. The Contractor shall be responsible for collecting, storing, hauling, and disposing of spoil, silt, and waste materials in compliance with applicable federal, state, and local rules and regulations and the Contract Documents.
- B. Install and maintain erosion and sediment control measures, such as swales, grade stabilization structures, berms, dikes, waterways, filter fabric fences, and sediment basins.
- C. Filter fabric barrier systems, if used, shall be installed in such a manner that surface runoff will percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated.
- D. Remove and dispose of sediment deposits at the designated spoil area. If a spoil area is not indicated, dispose of sediment off-site at a location not in or adjacent to a stream

or floodplain. Sediment to be placed at the spoil area should be spread evenly, compacted, and stabilized. Sediment shall not be allowed to flush into a stream or drainage way.

- E. Maintain erosion and sediment control measures until final acceptance or until requested by the Engineer to remove it.

1.0.5. RUBBISH CONTROL

- A. During the progress of the work, the Contractor shall keep the site and other areas for which it is responsible in a neat and clean condition and free from any accumulation of rubbish. The Contractor shall dispose of rubbish and waste materials of any nature and shall establish regular intervals of collection and disposal of such materials and waste. The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of rubbish and surplus materials shall be off the site in accordance with local codes and ordinances governing locations and methods of disposal and in conformance with applicable safety laws and the requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.
- B. It is important to maintain the construction site in a neat and satisfactory condition during the during construction and after construction has been completed. B. During construction, the Contractor shall regularly clean up all rubbish, surplus materials, and the adjacent areas affected. Unneeded construction equipment should be removed and all damages repaired so that the public and property owners will be inconvenienced as little as possible.
- C. Any material or debris that has washed or flowed into or been placed in existing watercourses, ditches, gutters, drains, pipes structures, or elsewhere during the course of the Contractor's operations must be entirely removed and satisfactorily disposed of during the progress of the work, and the ditches, channels, drains, pipes, structures, and work, etc., should, upon completion of the Work, be left in a clean and neat condition.
- D. The Contractor shall perform the cleanup work on a regular basis and as frequently as ordered by the City or designee. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the City or designee, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.
- E. Upon failure of the Contractor to perform periodic clean up and basic restoration of the site to the City or designee's satisfaction, the City or designee may, upon five (5) days prior written notice to the Contractor, employ such labor and equipment as it deems

necessary for the purpose, and all costs resulting there from shall be charged to the Contractor and deducted from amounts of money that it may be due.

- F. On or before the completion of the Work, the Contractor shall tear down and remove all temporary buildings and structures; remove all temporary works, tools, and machinery or other construction equipment; remove, acceptably disinfect, and cover all organic matter and material containing organic matter in, under, and around houses and other buildings; remove all rubbish from any grounds which has been occupied; and leave roads and all parts of the premises and adjacent property affected by work operations in a neat and satisfactory condition.
- G. Upon completion of the Work, the Contractor shall remove from the sites of the subsurface explorations all plant, machinery, tools, equipment, temporary work, and surplus materials; remove all rubbish from any grounds which has been occupied; and leave the roads and all parts of the premises and adjacent property affected by work operations in a neat and satisfactory condition.
- H. The Contractor shall thoroughly clean all materials and equipment installed, and, upon completion of the Work, deliver it undamaged and in fresh and new-appearing condition. All mechanical equipment should be left fully charged with lubricant and ready for operation.
- I. The Contractor shall restore or replace, when and as directed by the City or designee, any public or private property damaged by work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end, perform as required all necessary highway or driveway, walkway, and landscaping work. Suitable materials, equipment, and methods should be used for such restoration. The restoration of existing property or structures should be done as promptly as practicable as work progresses and should not be left until the end of the contract period.

1.0.6. SANITATION

- A. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.
- B. Sanitary and Other Organic Wastes: The Contractor shall establish a regular daily collection of sanitary and organic wastes. Wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Engineer and in accordance with Laws and Regulations pertaining thereto.

1.0.7. CHEMICALS

- A. Chemicals used on the work or furnished for facility operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

1.0.8. ADDITIONAL ENVIRONMENTAL CONSIDERATIONS – AFFECTED SOIL

- A. Excavation of affected soil shall be accomplished as described in Section 02220 "Excavation – General".
- B. Affected soil must be placed on an impermeable barrier when temporarily stockpiled. All stockpile leachate or runoff must be collected for disposal in accordance with applicable federal, state, and local regulations. Soils designated for removal and disposal shall be prepared for shipment, transported, and disposed of in accordance with the requirements of this Section.
- C. Affected soils shall be processed at a state licensed facility. These soils shall be transported and disposed of in accordance with federal, state, and local regulations. The Owner shall be responsible for all soil analyses required for transportation and disposal.
- D. The Owner shall be responsible for testing soil which has been incinerated to certify the treated soil meets applicable federal, state, and local regulations for final disposal.
- E. Free Petroleum Product
 - 1. Some free petroleum products which may be partly or entirely diesel fuel or gasoline may be encountered during excavation or removal of affected soil. The Contractor shall remove free petroleum product, if necessary, when a separate floating phase greater than 0.10-inch thick is present as required by health and safety considerations. The free petroleum product shall be removed by skimming, pumping to an oil/water separator, or other approved methods. The Contractor shall take reasonable precautions to ensure that solids are not entrained in the pumping process.
 - 2. Free petroleum products shall be transported and disposed by the Owner in accordance with federal, state, and local regulations. The Owner is responsible for any laboratory analyses required for disposal of the free petroleum products.
- F. Transport and Disposal

1. Transport Regulations: The Owner shall be responsible for the loading, labeling, placarding, marking, weighing, and transport of all waste materials in accordance with the Florida Department of Transportation Regulations, and U.S. Department of Transportation Regulations. The Owner shall use only transporters that are licensed and competent to haul these wastes.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01581 PROJECT SIGNS

PART 1 – GENERAL

1.0.1 SCOPE OF WORK

A. Project Signs

1. City's Responsibility: To supply, erect and remove signs.
2. Contractor Responsibility: To maintain signs and restore site.

PART 2 – PRODUCTS

2.0.1 PROJECT SIGNS

- A. The City will supply signs for this Project. These signs will be produced, installed, and at the end of construction, removed by City's forces. During the construction period, the Contractor shall maintain the signs in good condition, satisfactory to the Engineer. Should the signs be defaced, damaged or destroyed, the Contractor shall be responsible for their repair or replacement to the satisfaction of the Engineer and no extra compensation will be allowed.

PART 3 – EXECUTION

3.0.1 MAINTENANCE

- A. Maintain signs and supports and repair all damages to the satisfaction of the Engineer.
- B. Restore site to original condition upon completion of Project.

END OF SECTION

01600 MATERIALS AND EQUIPMENT SHIPPING, HANDLING, STORAGE AND PROTECTION

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. This shall include both the City and Contractor supplied material and equipment.
- B. The Contractor is to inform all Subcontractors, suppliers, and manufactures of the requirements herein specified and shall include expenses for the following services in his costs for compliance with the requirements hereinafter specified.

1.0.2. PREPARATION FOR SHIPMENT

- A. When practical, equipment shall be factory-assembled. The equipment parts and assemblies that are shipped unassembled shall be furnished with assembly plan and instructions. The separate parts and assemblies shall be factory matchmarked or tagged in a manner to facilitate assembly. All assemblies are to be made by the Contractor at no additional cost to the City.
- B. Machined and unpainted parts subject to damage by the elements shall be protected with an application of a strippable protective coating, or other approved protective method.
- C. Equipment shall be packaged or crated in a manner that will provide protection from damage during shipping, handling, and storage.
- D. The outside of the package or crate shall be adequately marked or tagged to indicate its contents by name and equipment number, if applicable; approximate weight; state any special precautions for handling; and indicate the recommended requirements for storage prior to installation.

1.0.3. PACKING AND DELIVERY OF SPARE PARTS AND SPECIAL TOOLS

- A. Properly mark to identify the associated equipment by name, equipment, and part number. Parts shall be packaged in a manner for protection against damage from the elements during shipping, handling, and storage. Ship in boxes that are marked to indicate the contents. Delivery of spare parts and special tools shall be made prior to the time associated equipment is scheduled for the initial test run.

1.0.4. SHIPMENT

- A. All equipment and material shall be shipped with freight and shipping paid FOB jobsite.

- B. The Contractor shall request a 7-day advance Notice of Shipment from manufacturers, and, upon receipt of such notice, provide the Engineer with a copy of the current delivery information concerning equipment items and material items of critical importance to the project schedule.
- C. Schedule delivery to reduce long term on-site storage prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the Engineer.
- D. Coordinate delivery with installation to ensure minimum holding time for items that are hazardous, flammable, easily damaged or sensitive to deterioration.

1.0.5. RECEIVING

- A. The Contractor shall unload and record the receipt of all equipment and materials at the jobsite.
- B. All costs for receiving, inspection, handling, storage, insurance, inventory control, and equipment maintenance for both for both the Contractor-supplied and the City-supplied materials and equipment shall be included in the prices bid and no extra compensation will be allowed.

1.0.6. INSPECTION

- A. Immediately upon receipt of equipment and materials at the jobsite, the Contractor shall inspect for completeness and any evidence of damage during shipment. Should there appear to be any shortage or damage, the Engineer shall be immediately notified; and the Contractor shall be fully responsible for informing the manufacturers and the transportation company of the extent of the shortage or damage. If the item or items require replacing or supplying missing parts, the Contractor shall take the necessary measures to expedite the replacement or supply of the missing parts.

1.0.7. HANDLING

- A. Equipment and materials received for installation on this project shall be handled in accordance with the manufacturer's recommendations, and in a manner that will prevent damage.
- B. Pipes shall always be handled with great care to avoid damage. In loading and unloading, they shall be lifted with cranes or hoists or slid or rolled on skidways in such a manner as to avoid shock. Under no circumstances shall this material be dropped or allowed to roll or slide against obstructions. No cables, lifting arms, hooks or other devices shall be inserted into the pipe or fitting. All lifting, pulling or pushing mechanisms shall be applied to the exterior of the pipe. Pipe and other material shall be distributed along the right-of-way in advance of installation only to the extent approved by the Engineer. Pipe shall be stored on blocking or timber. It shall not be stored on rocks, boulders, or other supports which in the opinion of the Engineer are

unsuitable. Such materials shall be so placed as to keep obstruction to traffic to a minimum.

1.0.8. STORAGE AND PROTECTION

- A. Equipment and materials shall be stored prior to installation as recommended by the manufacturer. Generally, materials such as pipe shall be stored off the ground in approved storage yards or along the line of the proposed pipeline as approved by the Engineer. Items subject to the damage by the elements, vandalism, or theft shall be stored in secure buildings.
- B. Store and protect products in accordance with the manufacturer's instructions, with seals and labels intact and legible. Storage instructions shall be studied by the Contractor and he shall review them with the Engineer. Instructions shall be carefully followed and a written record of this kept by the Contractor. Arrange storage to permit access for inspection.
- C. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- D. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All structural, miscellaneous and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored, the webs vertical. Precast concrete shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, cracking and spalling to a minimum.
- E. All bolts, nuts, gaskets and other joint materials for use in pipelines shall be stored under cover.
- F. Gaskets shall be stored in their original packing bags or containers, and care shall be exercised to keep them away from heat, light, oil gasoline or other petroleum products. Gaskets shall be kept clean at all times and not handled with greasy or dirty hands.
- G. Plastic pipe and other elastomeric products shall be stored under cover to preclude damage by ultraviolet radiation even if the product has UV inhibitors in its compound.

1.0.9. INSURANCE

- A. The Contractor's insurance shall adequately cover the value of materials delivered but not yet incorporated into the work. The Contractor and the City shall be named as co-insured insofar as their respective interests may appear. Proof of this coverage must be submitted to the Engineer at the time request for progress or partial payments.

1.0.10. INVENTORY CONTROL

- A. Equipment and materials shall be stored in a manner to provide easy access for inspection and inventory control. The Contractor shall keep a running account of all materials in storage to facilitate inspection and to estimate progress payments for materials delivered but not installed in the work.

1.0.11. EQUIPMENT MAINTENANCE PRIOR TO THE CITYACCEPTANCE

- A. Provide the required or manufacturer's recommended maintenance during storage, during the installation, and until such time as the City accepts the equipment for full-time operation.

1.0.12. SALVABLE EQUIPMENT

- A. Any salvable pipe, or other miscellaneous material or equipment removed during construction and not reused in the work shall be cleaned, hauled, and stored by the Contractor at his own expense, where directed by the Engineer, and shall remain the property of the City. All other material shall be disposed of by the Contractor at his own expense.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01700 PROJECT CLOSEOUT

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. Work Included: This section outlines the procedure to be followed in closing all contracts.

1.0.2. RELATED SECTION

- A. Section 01340 “Shop Drawings, Product Data, and Samples”.
- B. Section 01720 “Project Record Documents”.
- C. City of Opa-Locka General Covenants and Conditions.

1.0.3. FINAL INSPECTIONS

- A. The City will not issue preliminary punch lists. After final cleaning and upon written notice from the Contractor that he has inspected the work and it is a 100% completed, the Engineer will make a preliminary inspection with the City and the Contractor present. Upon completion of this preliminary inspection, the Engineer will submit to the Contractor a written final punch list of any which this inspection reveals as defective or incomplete work.
- B. Upon receiving written notice from the Engineer, the Contractor shall immediately undertake the work required to remedy the defects and complete the work to the satisfaction of the City.
- C. Each item in the punch list shall have a time duration agreed upon by both parties which shall not exceed 10 calendar days. Punchlist items may be eliminated individually from the list when approved by the Engineer.
- D. Should the Engineer find all work satisfactory at the time of the inspection, the Contractor will be allowed to make application for final payment in accordance with the provisions of the General Covenants and Conditions.
 - 1. If the Contractor fails to complete any item of work within a time period equal to 100% of the agreed upon duration of time for all individual items, the Engineer will notify the Contractor in writing specifying the conditions pertaining thereto and directing the Contractor to comply with his directive. If the Contractor has not corrected such condition within 5 days of such notice, it shall be sufficient grounds for the Engineer to order the subject items discontinued and have them completely remedied in a timely manner at the expense of the Contractor.

2. No final estimate shall be issued by the Engineer until the Engineer has assured himself that the punch list has been 100% finished and all other related documents are submitted.

1.0.4. FINAL SUBMITTALS

- A. The Contractor shall submit all closeout documents required by the Contract Documents, including but not limited to the following.
 1. Warranties and guarantees
 2. Test reports, including but not limited to:
 - a. Concrete test results certified by a licensed testing laboratory
 3. Inspection and acceptance records
 4. Operating and maintenance manuals
 5. Project record documents
 6. Permit closeout documentation

1.0.5. FINAL PAYMENT APPLICATION

- A. Final payment application must include:
 1. Final releases of liens from all subcontractors and suppliers
 2. Final release from Contractor
 3. Final consent of surety bond
 4. The Contractor must obtain final Greenspace Management approval for installed landscaping
 5. Upon receipt of Final Payment, the Contractor shall execute the Form of Final Receipt, if applicable

1.0.1. GUARANTEES, BONDS, AND AFFIDAVITS

- A. No Contract will be finalized until all guarantees, bonds, certificates, licenses, roofing warranty, C.O. and affidavits required for work or equipment as specified are satisfactorily filed with the Engineer.
- B. The Contractor shall comply with the Public Records Laws of the State of Florida.

1.0.2. ACCESSORY ITEMS

- A. All Contractors furnishing and/or installing equipment and spare parts on this project shall provide to the City, upon acceptance of the equipment, all special accessories required to place each item of equipment in full operation.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01710 CLEANING

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. This Section specifies the maintenance of the work site in a clean, orderly, hazard free condition.

1.0.2. QUALITY ASSURANCE

- A. Conduct cleaning and disposal operations in accordance with local ordinances and anti-pollution laws. Rubbish, volatile wastes, and other construction wastes shall be neither burned nor buried on the work site, and shall not be disposed of into storm drains, sanitary drains, streams or other waterways.
- B. Final cleaning shall be accomplished either by workmen experienced in cleaning operations or by professional cleaners.

PART 2 – PRODUCTS

1.0.1. ON SITE WASTE CONTAINERS

- A. Provide on-site waste containers for collection of waste materials, debris and rubbish. See Section 01100 "Special Project Requirements", Subsection 1.0.4. regarding Safety Requirements for environmentally hazardous materials.

1.0.2. CLEANING MATERIALS

- A. Cleaning materials shall be as recommended by the manufacturer of the surface to be cleaned.

PART 3 – EXECUTION

1.0.3. SAFETY REQUIREMENT

- A. Maintain work site in accordance with local ordinances and anti-pollution laws applicable to work site cleanliness and in a neat, orderly and hazard-free condition until final acceptance of the work. Catwalks, accessible underground structures, work site sidewalks and walkways adjacent to the work site shall be kept free from hazards caused by construction activities.
- B. Store volatile wastes including rags in covered metal containers and remove from work site daily.
- C. Prevent accumulations of wastes which create hazardous conditions.

- D. Artificially ventilate spaces which are not naturally ventilated when volatile or noxious substances are present in those spaces.

1.0.4. CLEANING DURING CONSTRUCTION

- A. The Contractor shall at all times during the execution of this Contract keep the work site free and clear of all rubbish and debris. As soon as the work is completed, the accumulated rubbish or surplus materials shall be promptly removed. The Contractor shall also restore in an acceptable manner all property, both public and private, which has been displaced or damaged during the prosecution of the work and shall leave the site and vicinity unobstructed and in a neat and presentable condition.
- B. In the event of delay exceeding two (2) days after written notice is given to the Contractor by the Engineer to remove such rubbish or materials or to restore displaced or damaged property, the Engineer may employ such labor and equipment as he may deem necessary for the purpose, and the cost of such work, together with the cost of supervision, shall be charged to the Contractor and shall be deducted from any monies due him. The Project shall not be considered as having been completed until all rubbish and surplus materials have been removed and disposed of properly.
- C. Perform cleaning every workday for duration of the work. Structures, grounds, and areas of the work site, access roads and adjacent public and private properties shall be maintained free from accumulations of waste materials and rubbish caused by construction operations on the work site. Place waste materials and rubbish in on-site containers or as otherwise approved. Unneeded construction equipment shall be removed and all damaged repaired so that the public and property owners will be inconvenienced as little as possible.
- D. Remove or secure loose material on open decks and on other exposed surfaces at end of each day's work or more often to maintain work site in hazard-free condition.
- E. Prevent dislodgement of materials due to wind and other forces. Wet down dry materials and rubbish to lay dust and prevent blowing dust. Cover or wet excavated material leaving and arriving at the site to prevent blowing dust. Clean the public access roads to the site of any material falling from the haul trucks.
- F. Empty on-site waste containers whenever necessary so that trash overflow does not occur. Legally dispose of contents at either public or private dumping areas.
- G. Control the handling of materials, debris and rubbish; do not drop or throw from heights.
- H. Immediately remove spillages of construction-related materials from hauling routes.

1.0.5. FINAL CLEANING

- A. In addition to the cleaning performed above, in preparation for final inspection, remove grease, dust, dirt, rust stain from surfaces. Remove labels, fingerprints and other

foreign materials from exposed exterior finished surfaces. Flush down all valve boxes, and areas leaving such surfaces clean of all sand, etc.

- B. In preparation for final acceptance or occupancy, conduct final inspection and cleaning of exposed exterior surfaces, and of concealed spaces.
- C. Maintain cleaning operations until project has been finally accepted.

END OF SECTION

01711 FINAL ACCEPTANCE

PART 1 – GENERAL

1.0.1. FINAL CLEANUP

- A. At the completion of work and immediately prior to final inspection, cleaning of the entire project shall be accomplished according to the following provisions:
1. All temporary utility drops, fencing, and water supply outlets shall be removed.
 2. All plant gate identification signs, barricades, tools, rubbish collection receptacles and other such items shall be removed by the Contractor.
 3. All remaining earthen stockpiles of excess excavated material shall be graded to provide gentle slopes to prevent erosion as directed by the Engineer.

1.0.2. FINAL INSPECTION

- A. Following final cleanup, the Contractor shall request an inspection by the Engineer, and Engineer of Record. If the Engineer accepts the work as being complete, then Final Acceptance shall be given to the Contractor in accordance with Contract.

1.0.3. FINAL ACCEPTANCE

- A. Following successful final inspection, the Engineer shall approve the work as being complete and provide final acceptance of the work in accordance with the Contract.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01720 PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. The Contractor is responsible for maintaining one record copy of:

1. Record Drawings. Record Drawings as used herein shall mean a drawing that reflects construction or design changes.
2. Record Specifications.
3. Addenda.
4. Change Orders and other modifications of the Contract.
5. Engineer's written orders or instructions.
6. Approved Shop Drawings (including product data and samples).
7. Field test records.
8. Construction photographs.
9. As-built dimensions and elevations as recorded on a daily basis by the Contractor's Professional Surveyor and Mapper (PSM) licensed to practice in the State of Florida.
10. Field Book. Survey Field notes taken by the PSM's survey crew (copy provided to the Engineer on a monthly basis)
11. The records listed above are always to be made available for the Engineer's review for all projects.

B. Vertical Datum: Nationwide, surveys and as-builts are in the process of conversion to NAVD 88 from the NGVD 1929. The City will accept NAVD 88 datum with a conversion factor on each page. The Florida Department of Transportation is using the NAVD 88 datum. Projects within FDOT roadway limits shall either use NAVD 88 datum or provide a conversion factor on each page if the NGVD 1929 datum is used. For projects using City of Miami datum provide a conversion factor on each page to the NAVD 88 datum.

1.0.2. MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Maintain documents in a clean dry, legible, condition and in good order. Do not use record documents for construction purposes.

1.0.3. REQUIRED MEASUREMENTS

- A. Set-up and Verification: The Contractor's PSM is required to recover the design baseline and verify the elevations and coordinates on a regular basis as needed.
- B. The Contractor is required to have a level instrument setup next to the construction site in order to control the vertical alignment of the pipe installation prior to trench backfilling. The level shall be setup daily for use by the surveyor, Contractor's foreman and City Engineer/Inspector. Any underground construction work that does not have a level properly setup will be stopped by the City Engineer/Inspector.
- C. The Contractor is required to have the PSM's survey crew record the field information on a daily basis when there is underground pipe installation. The survey crew shall be on-site as needed to record and verify the information before it is covered. Any underground construction work that does not have the information recorded by a survey crew will be stopped by the City Engineer/Inspector. The Engineer/Inspector has the authority to order re-excavation of work that was covered without accurate survey measurements.
- D. Field Book Information: The PSM is required to have his crews make daily visits to the Project site during underground pipe installation work to perform field measurements of the Contractor's daily installations. This information shall be recorded in field books. Copies of the field notes are required to be provided to the Construction Manager on a monthly basis. The PSM's field notes shall be submitted to the City along with partial as-built plans (signed and sealed) on a monthly basis as a condition of payment.

1.0.4. RECORDS

- A. During the life of the Contract the Contractor shall retain the services of a PSM who shall maintain daily records of the installation, including all deviations from Plans and Specifications and for the purposes of preparing and submitting to the City an as-built/record survey in compliance with:
 - 1. Florida Statutes Chapter 472.027.
 - 2. Florida Administrative Code Chapter 5J-17.050, 5J-17.051 and 5J-17.052.
 - 3. As further required by these Contract Documents.
- B. Measure and Record all information for all projects concurrently with constructions progress.
 - 1. The services of the PSM for the Project shall be retained by the Contractor prior to the issuance of the "Notice to Proceed." A letter from the PSM shall be provided at the Preconstruction Meeting indicating that the Contractor has secured his

services to perform all survey work for the duration of the project and prepare final as-builts plans.

C. Redline Drawings:

1. The Contractor shall maintain full size (22-inches by 34-inches) redline drawings to reflect the "record" items of work as the work progresses.
2. At a minimum, the redline drawings shall be reviewed on the 20th working day of every third month, or more often, as deemed necessary by Consultant, after the month in which the final Notice-to Proceed is given as well as on completion of Work. Failure to maintain the redline drawings up-to-date shall be grounds for withholding monthly progress payments until such time as the redline drawings are brought up-to-date.
3. Redline drawings shall be accessible to the City or designee at all times during construction period.
4. The cost of maintaining record changes, and preparation of the as-built record drawings shall be included in the unit prices bid for the affected items.

D. Label each document "PROJECT RECORD" in neat large printed letters.

1. Do not conceal any work until as-built information is recorded by the Contractor's surveyor and, if so required, by the City surveyor.
2. All locations for future connections or tie-ins shall be left unburied and uncovered until the Contractor's PSM measures and records the as-built information.
 - a. All as-built and inspector information is to be made available to the Engineer daily for inclusion in the City records.
3. Restrained pipe, end line valves, thrust blocks shall be left uncovered for the last complete length. In line valves and tees shall be left exposed for one length on both sides plus the face end. Measure and record the elevation, horizontal and vertical alignment, and inclination for these items.
4. For all projects, the Contractor's PSM shall maintain exact and extensive records of any deviations from the plans or specifications. These records shall be satisfactory to the Engineer, who's decision shall be final, and enough to allow the production of accurate as-built plans which correctly and completely portray the work as constructed.
5. For all projects, the Contractor's PSM shall record data as follows during the entirety of construction:
 - a. For facility (e.g. a water or sewage plant, pumping station, or similar site if so, designated by City) projects, record as-built dimensions and elevations every

twenty-five feet or portion thereof along the pipeline and at every abrupt change in direction of the new line.

- b. For pipeline projects, constructed in the public right-of-way dimensions and elevations every one-hundred feet or portion thereof along the pipeline and at every horizontal and vertical change in direction.
- c. In all cases record locations and elevations for each valve, fitting, service line, fire hydrant, water sampling point, utility poles adjacent to the proposed line, overhead wires crossing the ditch line (approximate height above grade) and other appurtenances along the pipeline.
- d. The identity, dimensions, location and elevation of any existing utility crossing the proposed line and so immediately adjacent to the new line as to be exposed by the excavation shall also be recorded. Locate, excavate expose and record the same data for any utility shown in the plans whose proximity to the proposed pipeline could affect the certification requirements of the new installation. Note that in instances of a very wide ditch due to ground conditions the recording of data for adjacent, paralleling, utilities shall only be required for lines which come within three (3) feet of the outside of the pipe being installed unless otherwise ordered by the Engineer who's decision shall be final.
- e. Without exception, for all thrust blocks, the top elevation, outer dimensions, thickness of the block, length and location of any sheet piling, if used, shall be recorded by the Contractor's PSM.
- f. Specific locations and elevation of equipment, the buildings and miscellaneous items installed inside them shall be recorded as applicable and as required by the Engineer.
- g. Without exception, where the substitution of another piece of equipment for that shown on the plans has been allowed, the footprint, clearance and elevation dimensions shall be recorded by the Contractor's PSM and these changes shall be accurately and thoroughly portrayed on the as-built plans.
- h. The Contractor's Licensed PSM shall prepare from the field data, as-built record drawings showing correctly, completely and accurately the installation, embracing all changes and deviations made during construction, including all construction variances, to reflect the work as it was constructed.
- i. Record Drawings shall be prepared as specified hereinafter.
 - 1) Record Drawings shall be prepared as specified herein.
 - 2) Record Drawings and five (5) copies shall be signed and sealed by the PSM and shall be submitted to the City for the Engineer's review within

ten (10) calendar days following the completion date of successful pressure testing of all mains and appurtenances under this Contract.

- j. If the Engineer determines that the drawings are not acceptable, they will be returned to the Contractor with a cover letter noting the deficiencies and/or reasons for the disapproval. Contractor shall have ten (10) calendar days to correct all exceptions taken by the Engineer and resubmit as-built record drawings to the Engineer for final acceptance.

1.0.5. DRAWINGS

- A. During the life of the Contract, maintain records of all deviations from the plans and specifications and prepare therefrom As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Record Drawings for errors and omissions prior to submittal to the City and certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all piping including building exposed and internal piping, electrical/signal conduits in or below the concrete floor, Indicate the size, depth and voltage in each conduit.
- B. Legibly Mark to Record Actual Construction: All data as previously specified for all installations by the Contractor's . For on-site structures and facilities work the Contractor's Florida Registered Land Surveyor shall record:
 - 1. Depths of various elements of foundation in relation to datum plane.
 - 2. All exposed and underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location, Horizontal and vertical locations of underground utilities and appurtenances, measured from permanent reference points, plant survey grids, property lines and similar.
 - 3. Location of internal utilities and appurtenance concealed in the construction shall be referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.
 - 4. Field changes in dimensions, locations and details.
 - 5. Changes made by Engineer's written instructions or by Change Order.
 - 6. Details not on original plans.
 - 7. Equipment and piping relocations.
 - 8. Major architectural and structural changes in structures, including tanks.

9. Architectural schedule changes according to Contractor's record and shop drawings.
 10. Record drawings shall be prepared as specified hereinafter.
- C. Specifications and Addenda: Legibly mark each section to record the following:
1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment installed.
 2. Changes made by Engineer's written instructions or by Change Order.
- D. Approved Shop Drawings: Provide record copies for system diagrams and drawings together with each element of process equipment, piping, electrical system and instrumentation system.

1.0.6. SUBMITTALS

- A. Accompany submittal with transmittal letter in duplicate, containing:
1. Date
 2. Project title and number
 3. Contractor's name, address and phone number
 4. Title and number of each Record Document
 5. Contractor signature or of its authorized representative.
- B. Record Drawings with five blue line copies which have been signed and sealed by the surveyor shall be submitted to the City for the Engineer's review. Drawings shall conform to recognized standards of drafting and the minimum technical standards as set forth by the Board of Professional Surveyors and Mappers, shall be neat, legible and on 24-inch by 36-inch Mylar. These materials shall be submitted to the City for the Engineer's review as a prerequisite for payment during the course of construction as previously specified and final, complete sets of documents within ten calendar days following the completion date of successful testing of all mains, equipment and appurtenances under this Contract. Final payment will not be made until the set of as-built record drawings and five sets of blue-line prints have been approved and accepted by the Engineer.
- C. In cases where a portion of a pipeline system or parts of a process system are put into service, the above conditions shall apply for the in-service portion and monthly payments shall be withheld until the as-built drawings are accepted by the Engineer.
- D. As-Built Record Drawings, as prepared by the Contractor's Florida Registered Land

Surveyor and submitted by the Contractor, shall comply with following criteria and standards, and as specified in Section 01725 "As-built Drawings":

1. Title block must show the Contract or Project Title (as applicable); Contract number; City project number (if applicable); Contractor's name; Engineer of Record's name; Surveyor's name and address; date; location; and where appropriate to the work, size and type (i.e. water main, sanitary gravity main, sanitary force main) of main.
 - a. Baselines or centerlines must be tied to section corners, monument line and right-of-way lines.
 - b. Pipeline must be tied to baseline or centerline with stations and offsets.
 - c. Baselines or centerlines must show bearings or deflection angles, or delta, radius, chord and arc length for curves.
 - d. Show all horizontal curve data, including point of curvature (PC) and point of tangency (PT) stations or radial bearing.
 - e. Stationing must be the same as shown on construction drawings and must be tied to Section corners, centerline intersections and all other pertinent control points within the project. All such pertinent points shall have their stationing shown and where there is dual stationing for a point, both stations shall be called out.
 - f. Identify all streets by name or number and show stationing at all intersecting streets.
 - g. Refer to vertical datum plane and identify the location, elevation and source supplying the benchmark used.
 - h. Tie easement lines to survey baseline or platted centerline and rights-of-way.
 - i. Show horizontal and vertical locations of all fittings, deflections, or at any significant change of direction, and at a maximum of 100-foot intervals along the pipeline for off-site (e.g. in the public right-of-way) and at maximum 25-foot intervals for on-site (e.g. on a facility such as a pump station or plant) work.
 - j. Elevations of natural ground or pavement over the pipeline must be shown at each position where the pipe elevation is shown and at intervening high and low points.
 - k. Show all invert and bottom elevations of pipes. Show all invert and bottom elevations together with pipe size, and where it can be determined, pipe material, for existing structures having pipes which cross the pipeline being constructed.

- l. Locations and elevations together with diameter, thickness and material of all casings.
 - m. Location, top and bottom elevations of all sheeting left in place.
 - n. Coordinate values used inside plants shall be the local, City established coordinate systems referenced to the property boundary.
- E. Update of Construction Documents:
- 1. All "proposed" information shall be removed from as-builts, leaving only "as-built" information reflected in drawing.
 - 2. Upon completion of the Work, the Contractor shall furnish the Consultant the as-built record drawings. Pay request quantities must match as-builts record drawings. The completed as-built record drawings shall be delivered to the Consultant at least 48 hours prior to final inspection of the work. The final inspection will not be conducted unless the as-built record drawings are in the possession of the Consultant.
 - 3. The City reserves the right to have a Registered PSM perform spot checks of as-built information provided by the Contractor. The City shall pay the costs of such survey work when the work is performed by a City of Opa-Locka Contractor. Should any spot checks indicate that any portion of the installation does not comply with the Contract Documents, a recheck shall be performed by another (or third) Registered PSM or agreed to by both the City and Contractor at the Contractor's expense. If the recheck confirms the first check, that portion of the work shall be removed and replaced or modified at no additional cost to the City until satisfactory compliance is attained.
- F. Certification: The Contractor shall certify on as-built record drawings all other actual constructed details and information as may be required by the City including but not limited to:
- 1. Pipeline must be identified by type of pipe material and manufacturer.
 - 2. Types and sizes of sheeting and piling together with measured and complete; location, dimensional and elevation data on any pile caps, tie backs, anchors, whalers or other appurtenant structures left in place.
- G. Digital Records: The City reserves the right to require submittal of as-built drawings in AutoCAD format and in PDF format. The AutoCAD file shall be compatible with the City's system and capable of being uploaded without external reference files. Graphical information contained on electronic media shall be the same as provided on plan sheets. Digital Records shall be delivered to the office of the City Engineer, Engineering Division, Opa-Locka Public Works Department at 12950 NW 42 Ave in Opa-Locka, FL 33054. A letter of transmittal shall be provided, containing a list of all files and data being provided.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01725 AS-BUILT DRAWINGS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. This section shall serve to set out guidelines for as-built drawings submitted to City of Opa-Locka.
- B. To ensure that as-built drawings may serve their intended purposes now and in the future, they should be prepared with consideration for quality. The City of Opa-Locka Public Works Department will consider the following elements during as-built during review to ensure the quality of the as-built drawings.
- C. The Contractor is required to have a survey crew record the field information on as necessary when there is underground pipe installation. The Florida Licensed Professional Surveyor and Mapper shall be responsible for providing measurements accurate to the standard of practice established in Chapter 5J-17.050 to 5J-17.052 of the Florida Administrative Code, pursuant to Section 427.027, Florida Statutes. The approved final record as-built shall be used as part of the City of Opa-Locka's GIS and Record System.
- D. The Contractor's PSM shall maintain exact and extensive records of any deviations from the design plan set.
- E. As-built drawings shall be prepared in a professional manner consistent with common engineering standards for layout, lettering, and line-work.
- F. As-built information shall be portrayed in a manner that is readily understandable by someone not familiar with the specific job.
- G. Preparer shall endeavor to present as-built information clearly without "cluttering" the drawing.
- H. As-built drawings shall include all disciplines in the Bid Set drawings.

1.0.2. CRITERIA FOR AS-BUILTS

- A. Horizontal: All horizontal control and locations shall be tied to the Florida State Plane Coordinate System, East Zone (NAD 83/2011).
- B. Vertical Datum: All vertical control and elevations shall be referenced to National Geodetic Vertical Datum of 1929 (NGVD 1929).

1.0.3. AS-BUILT REVIEW PROCESS

A. SUBMITTAL PACKAGE

The following shall be submitted as one package in order to be accepted for initial

review by the Inspections Unit.

1. Initial submittal (prior to performing field testing) shall include the following: 1 set of signed and sealed as-built (DWFX file), signed and sealed field book information, DWFX file of the as-built and the City Minimum Requirements As-built Plan Submittal.
2. Final submittal shall consist of corrected As-Built Documents in digital format (AutoCAD and DWFX files) and the following sets of signed and sealed as-builts sets:

Five (5) sets.

Signed and Sealed Copy of Field Book Information.

As-builts signed and sealed by the Florida Licensed Professional Surveyor and Mapper and/or Engineer of Record must comply with format requirements.

B. CITY PROCESSING.

1. The City will require Ten (10) business days to perform the as-built review.
2. As-builts will be initially checked by the responsible Field Inspector to verify that they are an accurate representation of the work as installed and that the job as shown is complete and in accordance with the permitted plans.
3. Following the Field Inspector's review, as-builts will be reviewed in depth by the As-Built Reviewer to ensure compliance with these standards. The Reviewer will also check the complete package which includes the Bill of Materials.

C. PUNCH LIST

1. Punch List items may be generated from the City initial review. Successive reviews are solely for the purpose of ensuring that original punch list items are completely and correctly done to obtain a final As-built acceptable to the City.
2. Successive punch list items may only be added to correct a problem resulting from submitter's efforts to comply with the original punch list. No new original punch list item(s) may be added. Submitter shall be required to make these successive changes.
3. In the case of an oversight on the part of the As-built Reviewer, punch list items may be added to the list or requested of the submitter after the valid time for such items. The City requires that all corrections be made as a condition of accepting the final as-builts.
4. Marking of the drawings shall be kept current and shall be done at the time the material and equipment are installed. Annotations to the Contract Documents shall be made with an erasable colored pencil conforming to the following color code:

Additions - Red
 Deletions - Green
 Comments - Blue
 Dimensions - Graphite*

*Legibly mark to record actual depths, horizontal and vertical location of all above and below grade structures, underground pipes, valves, raceways, cables, and appurtenances referenced to permanent surface improvements.

1.0.4. AS-BUILTS SUBMITTAL REQUIREMENTS

A. GENERAL REQUIREMENTS

1. Prior to final acceptance, two (2) copies of as-built drawings certified by a Florida Registered Land Surveyor shall be provided to the City for approval, acceptance and certification by the "Engineer of Record", together with a copy of digital media producing such As-Builts.
2. At minimum, the As-Built must show Station numbers and horizontal offsets from the Base Line and Right-of-Way lines on a Plan scaled 1"=20 ft. for all fittings, valves and changes in horizontal alignment, and a profile with a vertical scale of not less than 1" = 2 ft. with elevations at all horizontal and vertical changes in alignments and grade profile elevations at approximately 50 ft.
3. As-Built plans and profiles must also show all abandoned pipes and plugs that were modified within the project limits and actual elevation/description of all other utilities crossing or encountered in the vicinity of the new water mains. The paper size of the drawings shall be 22"X 34".
4. Any deviations from the design plans must be approved by the City.

B. QUALITY OF AS-BUILTS

To ensure that as-builts may serve their intended purposes now and in the future, they should be prepared with consideration for quality. The As-built Reviewer will consider the following elements to ensure the quality of as-builts.

1. Accuracy: The Contractor is required to have a survey crew record the field information on as necessary when there is underground pipe installation. The Florida Licensed Professional Surveyor and Mapper shall be responsible for providing measurements accurate to the standard of practice of the Florida Administrative Code. The approved final record as-built shall be used as part of the City GIS and Record System.
2. Field Changes: The Contractor's PSM shall maintain exact and extensive records of any deviations from the design plan set.

3. Appearance: As-builts shall be prepared in a professional manner consistent with common engineering standards for layout, lettering and line-work.
4. "Understandability": As-built information shall be portrayed in a manner that is readily understandable by someone not familiar with the specific job.
5. Clarity: Preparer shall endeavor to present as-built information clearly without "cluttering" the drawing.

1.0.5. AS-BUILT CONTENT REQUIREMENTS – ALL DRAWINGS

- A. All drawings submitted to the City of Opa-Locka Public Works Department shall include at a minimum the following, where applicable.
 1. Centerlines, right-of-way lines, right-of-way dimensions, street widths and names, with matching plat, if applicable, subdivision name, phaseline, and number. (Phasing to be nearest valve and manhole in limits of phase area).
 2. Baselines, monuments, monument lines, lot lines, parcel lines.
 3. All involved lots and blocks shown and correctly designated (to match plat).
 4. All control lines identified (i.e., centerline, section line, etc.). Identify all streets by name or number and show stationing at all intersecting streets.
 5. Baseline shall be tied to centerlines, boundary lines, section corners, or to monument lines or to right-of-way lines. Baselines must show bearings or deflection angles, or delta, radius, chord, and arc length for curves.
 6. Pipeline installation shall be tied to a baseline that easily identified on the existing or proposed right-of-way. Baseline shall not be on top of the main except for gravity sewers installed on centerlines.
 7. Show all existing water, sewer and/or stormwater mains as a broken line (i.e., dashed). Show proposed utility as dark solid line. Also, identify respective utility pipe, size, and material type. Existing or proposed mains 20-inches in diameter and greater, shall be shown as two lines (i.e., double line) of the line type as stated.
 8. Show all horizontal and vertical curve data, including point of curvature (PC) and point of tangency (PT) stations or radial bearing.
 9. Easements:
 - a. Easements type and size shall be clearly shown with size and tied to centerline. The easements shall be separate for water, sewer, force main, and pump stations.

- b. Existing Official Record Book (ORB) or other record information must be shown.
 - c. Easement lines shall be tied to the centerline of the main.
- 10. Separate profile for each segment and utility type (water, sanitary sewer, stormwater, etc.).
- 11. Every utility (water, sewer, sewer laterals, water services, gas, electric, stormwater, telecommunication, duct banks, etc.) encountered and/or crossing drainage, water, or sanitary sewer facilities (whether it is a conflict or has sufficient clearances) shall be located, both horizontally and vertically. The clearance between the facilities horizontal and vertical, shall be noted. For instance, if a 2-inch gas main crosses over the top of a 6-inch potable water main, the bottom elevation of the gas main shall be noted and the top of the water main shall be noted. The difference between the two facilities will be the clearance between the two facilities. Parallel mains shall note the clearance between the outside of the mains. It shall be the Contractor's responsibility to note these crossings on a daily basis and ensure that this information is reflected on the As-Built Drawing plan set. Crossings will not require state plane coordinates.
- 12. All utilities shall be stationed and all facilities labeled. Drawings shall show stations for all services. Lengths and distances for service runs shall also be given.
- 13. Clearly show and label what is new and what is existing at the tie-in points.
- 14. Show all outlets, stub-outs, sewer lateral, water service and any other relevant information. Identify the size, material, length, direction, and elevation (top of pipe for water, sewer, and stormwater and force mains, invert gravity sewer and stormwater mains).
- 15. Elevations of natural ground or pavement over pipelines shall be shown at each position where the pipe elevation is shown at least every 100 feet.
- 16. Manhole rim and valve box manhole rim elevations shall be shown.
- 17. Show all invert and bottom elevations in manholes and valve vaults or boxes. Show all invert and bottom elevations together with pipe size, and where it can be determined, pipe material, for existing structures having pipes which cross the pipeline being constructed.
- 18. Locations, elevations, and size of all casings shall be shown.
- 19. Locations and top and bottom elevation of all sheeting, including sheeting left in place, shall be shown.

20. Provide State Plane Coordinate values for all visible features such as valves, manholes, maintenance access structures, fire hydrants, water meters, cleanouts, and backflow preventers. Also provide State Plane Coordinate values for existing valves and manholes at points of connection or closest to the point of connection and the point of connection itself.

21. Lines that are abandoned in place shall be located during construction and clearly identified (dashed and bold line type) on the drawings to include cut and plug locations and pipe material.

1.0.6. AS-BUILT CONTENT REQUIREMENTS – PAVING, GRADING, AND DRAINAGE DRAWINGS

A. Paving, grading, and drainage drawings shall include at a minimum the following, where applicable.

1. All existing and proposed utilities in the public right-of-way shall be shown on the paving, grading, and drainage plans. All utilities shall be identified and located by dimension, horizontally and by elevation, and their materials of construction shall be noted to the extent determinable without excavation.
2. Cross-section(s) and/or typical section(s) of proposed road and drainage construction, shall show dimensions, materials, and purposes of all existing (to remain) facilities as well as all proposed facilities within the right-of-way.
3. Pavement marking and signing drawings shall include sign locations.

B. All rock elevations for parking lot, roadways, and swale areas shall include at a minimum the following.

1. Rock elevations at all high and low points, and at enough intermediate points to confirm slope consistency and every 50 feet for roadways.
2. Rock elevations shall be taken at all locations where there is a finish grade elevation shown on the design plans.
3. All catch basin and manhole rim elevations shall be shown.
4. Elevations around medians will also be required.
5. Elevations shall be taken on all paved and unpaved swales prior to placement of asphalt and/or topsoil/sod, at enough intermediate points to confirm slope consistency and conformance to the plan details.

C. Retention area elevations shall be taken at the bottom of the retention area and at the top of bank. If there are contours indicated on the design plans, then they shall be as-built as well.

1.0.7. AS-BUILT SURVEY

- A. An as-built survey will be required upon completion of all construction projects that lay within City-owned properties, including, but not limited to, City rights-of-way, easements, parcels, and submerged lands, etc. All improvements, including but not limited to, landscaping will be required.
- B. As-built surveys shall be prepared in accordance with FAC Chapter 5J-17.051 and all applicable Standards of Practice.
- C. When performing as-built surveys, the surveyor and mapper shall obtain field measurements of vertical or horizontal dimensions of constructed improvements so that the constructed facility can be delineated in such a way that the location of the construction may be compared with the construction plans.
- D. As-built survey maps shall clearly show by symbols, notations, or delineations, those constructed improvements located by the survey.
- E. The vertical and horizontal accuracy of the measurements made shall be such that it may be determined whether the improvements were constructed consistent with planned locations.
- F. The Surveyor shall be responsible for the location, establishing or replacement of Vertical and Horizontal Survey Control Points.
- G. Complete topographic and boundary survey for the project shall be signed and sealed by the Florida Licensed Professional Surveyor and Mapper as part of the as-built plans. All information required of a boundary survey shall be contained on the as-built plans to include the legal description of the site, easements and rights-of-way abutting the site and location of all surface facilities recorded by a PSM. All utilities within the property shall be properly shown, along with their associated elevation and clearance.

1.0.8. CERTIFICATION

- A. All as-built drawings are to be certified to the City of Opa-Locka Public Works Department and all sheets are to be signed and sealed as previously outlined.
- B. As-builts shall include a signed, sealed, and dated certification statement by the responsible Florida Licensed Professional Surveyor and Mapper that all measurements were recorded under his direction and are accurate.
- C. Any civil drawings that are not surveyed shall also be included in the set and shall be signed and sealed by the Engineer of Record.

- D. As-builts that contain electrical, mechanical, or structural work shall also be signed and sealed by the Engineer of Record to indicate that the work was constructed as designed.
- E. It is the responsibility of the Contractor to check the as-builts for errors and omissions prior to submittal to the City and certify in writing that the as-builts are correct and accurate, including the actual location of all piping including building exposed and internal piping, electrical/signal conduits in or below the concrete floor, indicate the size, depth, and voltage in each conduit.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01730 OPERATING AND MAINTENANCE INSTRUCTIONS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. Prepare Operating and Maintenance (O & M) Manual covering all equipment and systems provided under this project.
- B. Instruct the City's personnel in the operation of equipment and maintenance provided under this project.
- C. This Section covers the services of the manufacturer's representatives and special coordinating services required of the Contractor that shall apply during construction, facilities startup, and training of the City's personnel for facilities operation.
- D. The Contractor shall inform all Subcontractors and manufacturers of the requirements herein and include the following services in his costs for the work. Where a minimum amount of time is stated in the Technical Specifications for manufacturer's services, any additional time required to perform the specified services shall be at no additional cost to the City.

1.0.2. SUBMITTALS

- A. Not later than 30 days after the start of Construction, submit for review and approval by the Engineer two copies of a preliminary draft of the O&M manual, showing the proposed format and an outline of the contents.
- B. Throughout construction, prepare O&M sections for equipment and systems when such equipment and systems, and shop drawings and technical data therefor, are approved. Within 30 days following receipt of the Engineer's approval of the final shop drawing submittal, submit, in duplicate, draft of complete O&M Manual for review and approval of Engineer.
- C. Within 30 days after receipt of Engineer's review comments, make required revisions and submit in final form two copies of the O & M Manual for final approval.
- D. The Contractor shall inform all Subcontractors and manufacturers of the requirements herein and include the following services in his costs for the work. Where a minimum amount of time is stated in the Technical Specifications for manufacturer's services, any additional time required to perform the specified services shall be at no additional cost to the City.

1.0.3. FORM, FORMAT AND SUBMITTALS CONTENTS

- A. Operating and maintenance manuals will be used for use by the City personnel in the operation and maintenance of the various systems.
- B. The City shall be furnished with one set of any special tools required for servicing for

each type of equipment actually furnished. These tools shall be provided to the Pump Station Maintenance Division.

C. Prepare data in the form of an instructional manual for use by the City personnel.

D. Format:

1. Size: 8½ in. x 11 in.
2. Paper: 20-pound minimum, white, for typed pages.
3. Text: Manufacturer's printed data or neatly typewritten.
4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Fold larger drawings to the size of the text paper.
5. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide typed description of product, and major component parts of equipment.
 - b. Provide indexed tabs.
6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
 - a. Title of Project.
 - b. Identify of separate structure as applicable.
 - c. Identity of general subject matter covered in the manual.

E. Binders

1. Commercial quality three-ring binders with durable and cleanable plastic covers.
2. Maximum ring size: As required (Minimum 1½-inches).

F. Content of Manual

1. Neatly typewritten table of contents, arranged in a systematic order.
 - a. Contractor, name of responsible principal, address and telephone number.
 - b. A list of each product required to be included, indexed to the content of the volume.

c. List, with each product, the name, address and telephone number of:

- 1) Subcontractor or installer.
- 2) Maintenance Contractor, as appropriate.
- 3) Identify the area of responsibility of each.
- 4) Local source of supply for parts and replacement.
- 5) Identify each product by product name and other identifying symbols as set forth in Contract Documents.

G. Product Data:

1. Include only those sheets which are pertinent to the specific product.
2. Annotate each sheet to:
 - a. Clearly identify the specific product or part Installed.
 - b. Clearly identify the data applicable in the installation.
 - c. Delete references to inapplicable information.

H. Drawings:

1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component part of equipment and system.
 - b. Control wiring, schematic wiring, and flow diagram.
2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
3. Do not use Project Record Documents as maintenance drawings.

I. Written text, as required to supplement product data for the particular installation:

1. Organize in a consistent format under separate headings for different procedures.
2. Provide a logical sequence of instructions for each procedure.

J. Copy of each warranty, bond and service contract issued.

1. Provide information sheet for City's personnel, give:

- a. Proper procedures in the event of failure.
- b. Instances which might affect the validity of warranties or bonds.

1.0.4. MANUAL FOR EQUIPMENT AND SYSTEMS

A. Content, for each unit of equipment and system, as appropriate:

1. Description of unit and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of all replaceable parts.
2. Operating Procedures:
 - a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping, shut-down, and emergency instructions.
 - c. Special operating instructions.
3. Maintenance Procedures:
 - a. Routine operations.
 - b. Guide to "trouble shooting".
 - c. Disassembly, repair, and reassembly.
 - d. Alignment, adjusting, and checking.
4. Servicing and lubrication schedule:
 - a. List of lubricants required.
5. Manufacturer's printed operating and maintenance instructions.
6. Description of sequence of operation by control manufacturer.
7. Original manufacturer's parts list, illustration, as drawings and diagrams required for maintenance.
 - a. Predicted life of parts subject to wear.

- b. Items recommended to be stocked as spare parts.
- 8. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
- 9. Other data as required under pertinent sections of specifications.
- B. Content, for each electric and electronic system, as appropriate:
 - 1. Description of system and component parts
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and test.
 - 2. Switchgear, transformers, and motor control centers.
 - a. Coordination summary.
 - b. Relay settings.
 - c. High voltage switch instructions.
 - d. High voltage cable termination and splice instructions.
 - 3. Operating procedures:
 - a. Routine and normal operating instructions.
 - b. Special operating instructions.
 - 4. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and reassembly.
 - d. Adjust and checking.
- C. Prepare and include additional data when the need for such data becomes apparent during instruction of City's personnel.
- D. Additional requirements for operating and maintenance data: The respective sections of Specification.

1.0.5. SUBMITTAL OF MANUALS

- A. Two draft copies of the complete operating and maintenance manual shall be submitted for review by the Engineer within 30 calendar days after approval of all shop drawings. One copy will be return to the Contractor within 30 days after receipt by the Engineer.

1.0.6. POSTED OPERATING INSTRUCTIONS

- A. General: Operating instructions and diagrams shall be prepared for posting near the equipment. Posted operating instructions shall be photographic or equal non-fading reproductions framed under glass encased in non-discoloring plastic and shall be mounted in location directed. Copies of the posted operating instructions shall also use with the operating and maintenance manuals as a basis in training employees in the operation and maintenance of systems and related equipment installed.
- B. Contents: Posted operating instructions shall consist of simplified, consolidated equipment, control and power diagrams graphically representing the entire system and actual equipment installed, including concise written instructions on how to start and stop systems, what settings and conditions are to be observed and what control adjustments are to be made or maintained by the operation.

1.0.7. MANUFACTURES'S NAMEPLATES

- A. Each major component of equipment to have manufacturer's name, address, model number and rating on a plate securely affixed in a conspicuous place. Nameplate of a distributing agent will not be acceptable in lieu of manufacturer's nameplate.
- B. Nameplate shall be die-stamped, engraved, or etched to guarantee long term legibility.

1.0.8. GUARANTY/WARRANTY

- A. The Contractor shall guarantee that all new equipment has the capacity specified and that it will operate without excess noise or vibration.
- B. Contractor shall furnish a written guarantee covering all workmanship and materials for a period of one (1) year, from the date of acceptance. This shall include an agreement to repair or replace, at his expense, all defects that may appear in that time, which in the opinion of the Engineer, are due to defective workmanship or materials.
- C. Copies of factory warranties on all equipment furnished shall be submitted with the above described, written guarantee period, and included in maintenance manuals.

1.0.9. OPERATING AND MAINTENANCE RESPONSIBILITY

- A. Contractor shall provide all required service and maintenance on all equipment installed under this contract for one (1) year following final acceptance or the beginning of beneficial use by the City. The starting date of one (1) year service period shall be determined by the City. Included in the service and maintenance to be provided during this one (1) year period, shall be the following:
 - 1. All required lubrication, adjusting belt tensions, eliminating excessive noise and vibration.

2. Correcting all electrical and mechanical faults, recording all permanent installed gauge meter and temperature readings.
3. General service items, including the answering of service calls.

B. Service during construction:

1. General: Competent and experienced technical representatives shall represent the manufacturers of all equipment and systems as many days as may be necessary to resolve assembly or installation problems at the worksite which are attributable to, or associated with, the equipment furnished. This requirement applies to manufacturers of all equipment furnished, whether or not specifically set forth in the Technical Specifications.
2. Manufacturer's Certificate of Proper Installation: Where called for in the Technical Specifications, the manufacturer's representative shall provide a certificate stating that the equipment or system has been installed in accordance with the manufacturer's recommendation and has been inspected by a manufacturer's authorized representative, that it has been serviced with the proper initial lubricants, that applicable safety equipment has been properly installed, and that the proper electrical and mechanical connections have been made.

C. Functional testing assistance:

1. Where functional (or run) testing is called for on the Technical Specifications, the manufacturer's representative shall assist with the initial test, which shall include checking for proper rotation, alignment, speed, excessive vibration, and noisy operation. Initial equipment and system adjustment and calibrations shall be performed in the presence of and with the assistance of the manufacturer's representative. The previously specified Manufacturer's Certificate of Proper Installation shall include the statement that proper adjustment has been made and that the equipment or system is ready for plant startup and operation.
2. The Contractor, as applicable to the equipment furnished, shall state in writing that all necessary hydraulic structures, piping systems, and valves have been successfully tested; that all necessary equipment systems and subsystems have been checked for proper installation, started, and successfully tested to indicate that they are all operational; that the systems and subsystems are capable of performing their intended functions; and that the facilities are ready for startup and intended operation.
3. Training of Owner's Personnel:
Where called for in the specifications, the manufacturer's representative shall provide detailed instructions to the City personnel for operation and maintenance of the specified equipment. These training services shall include pre-startup

classroom and onsite equipment instruction and/or post-startup classroom and onsite equipment instruction, as stated in the specifications.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01740 PERMITS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. Where the City has obtained various permits for this Project, copies will be appended at the rear of the Specifications.
- B. The Contractor shall familiarize himself with, and comply with, all requirements of these permits and their issuing authorities. All other necessary permits shall be obtained by the Contractor.
- C. The Contractor's particular attention is called to any special conditions of the permits relating to construction procedures, excavation and backfill requirements, open trench restrictions, asphalt concrete pavement restoration, turbidity controls, and all other general and special conditions. In the event any of the conditions of the permits are in conflict with the requirements of these Specifications, the more stringent conditions of the permits shall take precedence.
- D. Any deviations from the Plans, Specifications or permits appended thereto, must first be approved by the Engineer even if approval for the change has been given by the permitting agency.
- E. The Contractor shall assume throughout the life of the Contract all obligations and responsibilities imposed on the City as permittee of the aforementioned permits. All expenses necessary for compliance with the regulations and requirements of each permitting agency and its permit shall be borne by the Contractor and shall be included in his overall bid price.
- F. The cost of any fees such as impact fees, inspection fees, etc. and the cost paid for all required permits shall be borne by the City. The Contractor shall pay the required fees, obtain the permit(s) and then upon submission of proof of cost to the City, be reimbursed for said cost out of the Permit Fee Dedicated Allowance Item. This shall apply only to required permits and fees. Permits obtained or fees paid for the advantage of the Contractor or non-required permits obtained for whatever reason shall not be reimbursed. The necessity or non-necessity of a permit or fee shall be determined by the Engineer whose word shall be final. As specified in the paragraph above, all costs of compliance with the permit(s) shall be borne by the Contractor and included in his bid price.
- G. All surveying required by the Project permits shall be done by the Contractor's Registered Professional Surveyor and Mapper (PSM) licensed to practice in the State of Florida.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION
NOT USED

END OF SECTION

01750 MAINTENANCE OF TRAFFIC AND PUBLIC STREETS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. The Contractor shall be responsible for providing the Engineer with Maintenance of Traffic (M.O.T.) plans for lane closures and/or detours for approval. These M.O.T. plans shall be produced by an individual employed by the Contractor and certified as "Work Zone Traffic Safety Supervisor" by the American Traffic Safety Service Association, ATSSA.
- B. The Contractor shall be responsible for the maintenance of public streets and traffic control for the duration of the project. The cost of Traffic Control including the cost of any required off duty police officers shall be included under the appropriate bid item in the Proposal. If no bid item for this is included, said costs shall be included in other appropriate items of the bid and no extra compensation will be allowed.

1.0.2. REGULATIONS

- A. As used herein, any reference to City of Opa-Locka, or its published regulations, permits and data, shall be synonymous and interchangeable with other recognized governing bodies over areas or streets, or their departments, published regulations, permits or data. The Contractor shall abide by all applicable laws, regulations, and codes thereof pertaining to maintenance of public streets, detour of traffic, traffic control and other provisions as may be required for this project.

1.0.3. MAINTENANCE OF TRAFFIC (M.O.T.)

- A. The Contractor shall be fully responsible for the maintenance of public streets, detour of traffic (including furnishing and maintaining regulatory and informative signs along the detour route), traffic control, and other provisions throughout the Project as required by the City of Opa-Locka, Miami-Dade County Department of Transportation and Public Works (MDCDTPW) Traffic Division, Florida Department of Transportation (FDOT), or other governing agency. Traffic shall be maintained according to corresponding typical traffic control details as outlined in the MDCDTPW Manual. No street shall be completely blocked, nor blocked more than one-half at any time, keeping the other one-half open for traffic, without specific approval. Hard closures require approval from the City of Opa-Locka Transportation Department
- B. An off-duty City of Opa-Locka police officer is required. Off-Duty Office phone number is (305) 681-1033.
- C. The Contractor shall provide all barricades with warning lights, necessary arrow boards and signs, to warn motorists of the work throughout the project. Adequate approved devices shall be erected and maintained by the Contractor to detour traffic.
- D. Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic safety at all times.

- E. The Contractor shall provide necessary access to all adjacent property during construction.
- F. The Contractor shall be responsible for the provision, installation and maintenance of all traffic control and safety devices, in accordance with specifications outlined in the MDCDTPW Manual. In addition, the Contractor shall be responsible for the resetting of all traffic control and information signing removed during the construction period.
- G. Where excavations are to be made in the vicinity of signalized intersections, the Contractor is alerted that vehicle loop detectors may have been embedded in the pavement. Every effort has been made to show the approximate locations on the plans; however, the Contractor shall verify these locations by inspecting the site of the work and by contacting the Traffic Division. Any loop detector which is damaged by the Contractor, whether shown on the plans or not, shall be repaired or replaced by the Contractor, at his expense, and to the satisfaction of the Traffic Division.
- H. The Contractor shall notify the Traffic Division twenty-four (24) hours in advance of the construction date, and forty-eight (48) hours in advance of construction within any signalized intersection.**
- I. Temporary pavement will be required over all cuts in pavement areas, and also where traffic is to be routed over swale or median areas. When the temporary pavement for routing traffic is no longer necessary, it shall be removed, and the swale or median areas restored to their previous condition.
- J. Pavement markings damaged during construction shall be remarked, as required by the Traffic Division.

PART 2 – PRODUCTS

2.0.1. MAINTENANCE OF TRAFFIC PLANS

- A. For construction within the City public right-of-way, the Contractor shall submit two sets of maintenance of traffic (MOT) plans for review to the City of Opa-Locka Public Works Department and the agency having jurisdiction.
- B. MOT plans should be designed and developed by a certified MOT Specialist when normal traffic flow will be impacted causing unexpected or confusing situations in unclear travel path for motorist/pedestrians when entering non advanced warning work zones. MOT work zone traffic controls separate and protect workers, pedestrians and motorists delineating areas closed to traffic.
- C. MOT plans must be designed in accordance with the requirements of the agency having jurisdiction.
- D. MOT plans must be site-specific.
- E. MOT plans will be reviewed and approved by the agency having jurisdiction.

F. MOT plans shall be in color.

PART 3 – EXECUTION
NOT USED

END OF SECTION

DIVISION 2 – SITE WORK

02210 SITE GRADING

PART – 1 GENERAL

1.0.1. SCOPE OF WORK

- A. The Contractor shall perform grading work within the limits, elevations and grades indicated on the plans and as specified herein.

1.0.2. RELATED WORK

- A. Section 01031 “Grades, Lines and Levels”.
- B. Section 02314 “Excavation, Backfill and Fill for Structural Facility and Utility Systems”.
- C. Section 02510 “Asphaltic Concrete Pavement”.

1.0.3. QUALITY CONTROL

- A. The site shall be graded to the required elevations. Spot elevations are shown on the plans and the finished surfaces shall be uniformly sloped between these locations.
- B. Suitable excavated material shall be used in the formation of embankments. The Contractor shall provide all additional fill material required to complete the embankments.

1.0.4. EXISTING CONDITIONS

- A. Known underground, surface, and aerial utility lines and buried objects are based on best available data and indicated on the plans. Contractor shall verify all locations.

1.0.5. PROTECTION

- A. Protect trees, shrubs, and lawns and other features remaining as part of final landscaping.
- B. Protect bench marks, existing structures, fences, roads, sidewalks, paving, and curbs against damage from equipment and vehicular traffic.
- C. Protect aerial, surface, or underground utility lines or appurtenance which are to remain.

PART 2 – PRODUCTS

2.0.1. FILL

- A. Unless otherwise noted, suitable fill material shall be non-cohesive, non-plastic, granular mixture of local sand and lime rock, shall be free from vegetation, organic material or muck and shall contain not more than 8 percent material by weight which passes the No. 200 sieve. Broken concrete shall not be used in the fill. Fill material containing lime rock shall have sufficient sand to fill the voids in the lime rock, and no individual rocks or pieces of hard material that will not pass a 6-inch diameter ring shall be used in the fill; except that the upper 4-inches of all backfill or fills shall not contain any rock or hard material that will not pass a 3-inch diameter ring. All fill material shall be provided by the Contractor from any excess suitable on-site material or from off site sources, all subject to review and acceptance by the Engineer prior to use. The Contractor shall be responsible for determining the volume of material required for the site.

PART 3 – EXECUTION

3.0.1. PREPARATION

- A. Establish and identify required lines, levels, contours, and datums.
- B. Maintain benchmarks, monuments, and other reference points. Re-establish if disturbed or destroyed at no cost to the City.
- C. Before start of grading, establish the location and extent of utilities in the work areas. Notify utilities to remove and relocate lines which are in the way of construction.
- D. Maintain, protect, reroute, or extend as required existing utilities to remain which pass through the work area.

3.0.2. REMOVAL OF TOPSOIL

- A. Topsoil of horticultural value shall be stripped from areas of construction under this contract and stockpiled in area designated by Engineer. Said material shall be stockpiled separately from fill material.
- B. Do not permit topsoil to be mixed with subsoil.
- C. Do not strip topsoil when wet.
- D. Do not drive heavy equipment over stockpiled topsoil.

3.0.3. ROUGH GRADING

- A. Rough grade site to required levels, profiles, contours, and elevations ready for finish grading and surface treatment. Maintain the following:

1. Sodded areas: 4 ½-inches below finished grade elevation
 2. Seeded areas: 6-inches below finished grade
 3. Paved areas: 21½-inches below finished grade elevations
 4. Shrub beds: 24-inches below finished grade elevations
 5. Flower beds: 18-inches below finished grade elevations
 6. Concrete sidewalks: 6-inches below finished grade elevations
- B. Prior to placing fill material over undisturbed subsoil, scarify surface to depth of 6-inches.

3.0.4. GRADING AND COMPACTION

- A. Fill material shall be placed in lifts not to exceed 8-inches and compacted to a density of not less than 95 percent of maximum density at optimum moisture as determined by ASTM D 1557. Fill material shall be within plus or minus 2 percentage points of optimum moisture content. The minimum density acceptable at any location within the pavement subgrade shall be as specified in Section 02745 "Asphaltic Concrete Pavement".

3.0.5. FINE GRADING

- A. After structures, bases and pavements are completed and the yard piping trenches backfilled, the disturbed areas of the site shall be fine graded. All construction debris, regardless of size, shall be removed. The completed surface shall be shaped and sloped to drain away from the structures. The completed surface shall be within 0.1 foot of the elevations shown on the plans, unless otherwise accepted by the Engineer. Minor adjustments to line and grade may be required as the work progresses in order to satisfy field conditions.

3.0.6. SURPLUS MATERIAL

- A. Remove surplus materials from site.
- B. Dispose of surplus material at no cost to the City.

END OF SECTION

02220 EXCAVATION – GENERAL

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. The work specified in this section consists of the removal of protruding objects as required to prepare the area of the proposed construction, and the removal and disposal of all product and debris which are not required to be salvaged or nor required to complete the construction.

1.0.2. RELATED WORK

- A. Section 02230 “Clearing and Grubbing”.
- B. Section 02314 “Excavation, Backfill and Fill for Structural Facility and Utility Systems”.

PART 2 – PRODUCTS

NOT USED

PART 3 - EXECUTION

3.0.1. REGULAR EXCAVATION

- A. Regular Excavation shall include roadway excavation and borrow excavation, as defined for each.
- B. Roadway Excavation shall consist of the excavation and the utilization or satisfactory disposal, of all materials necessary for the construction of the roadway, side ditches, etc., within the limits of the roadway right of way as show in the plans.

3.0.2. BORROW EXCAVATION

- A. Borrow Excavation shall consist of the excavation and satisfactory utilization of material from authorized borrow pits. It shall include only material that is suitable for the construction of roadway embankments or of other work of constructing embankment covered by the contract and unsuitable material in borrow areas furnished by the City, which must be excavated as determined by the Engineer, in order to obtain the suitable material.

3.0.3. LATERAL DITCH EXCAVATION

- A. Lateral ditches shall include inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right of way, as shown in the plans. Unless otherwise shown in the plans all excavation in that portion of lateral ditches beyond the limits of the roadway right of way, including the sections where dressing is required as provided in 120-11.1, shall be classified as Lateral Ditch Excavation.

3.0.4. SUBSOIL EXCAVATION

- A. Where muck, rock, clay or other material within the limits of the roadway is unsuitable in its original position, the Contractor shall excavate such material to the cross sections shown in the plans or indicated by the Engineer, and shall backfill with suitable material, which shall be shaped to conform to the required cross sections. Where the removal of plastic soils below the finished earthwork grade is required, a construction tolerance from the lines shown in the plans as the removal limits, of plus or minus 0.2 foot in depth and plus or minus six inches (each side) in width will be allowed.

3.0.5. TRENCH EXCAVATION

A. General

- 1. Design, Provide, and maintain shoring, sheeting and bracing as necessary to support the side of excavations and to prevent detrimental settlement and lateral movement of existing facilities, adjacent property, and completed work.

B. Trench Excavation Plan: Prepare Trench Excavation Plan addressing the following topics:

- 1. Details of shoring, sloping, or other provisions for worker protection from hazards of caving ground.
- 2. Design assumptions and calculations.
- 3. Methods and sequencing of installing excavation support.
- 4. Proposed locations of stockpiled excavated material.
- 5. Minimum lateral distance from the crest of slopes for vehicles and stockpiled excavated materials.
- 6. Anticipated difficulties and proposed resolutions.

C. Removal of Excavation Support

- 1. Remove excavation support in a manner that will maintain support as excavation is backfilled or leave voids of backfill.
- 2. Do not begin to remove excavation support until support can be removed without damage to existing facilities, completed work, or adjacent property.

D. Trenches

- 1. For trench exceeding 5 feet in depth, provide adequate safety system meeting requirements of applicable state and local construction safety order, and federal requirements.

3.0.6. DEWATERING SYSTEMS

- A. Any water which accumulates in the excavations for structures shall be removed promptly by means satisfactory to the Engineer of Record in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Pumps and engines for dewatering systems shall be operated with mufflers and at a minimum noise level suitable to a residential area. The Contractor shall be responsible for any nuisance created due to the disposal of the water from his drainage system.
- B. Where applicable, the Contractor shall be required to obtain all necessary permits approving the location and proposed method of disposal before discharging water from any excavation into any portion of the public right-of-way or into any existing drainage structure or facility.

3.0.7. STOCKPILING EXCAVATED MATERIAL

- C. Stockpile excavated material that is suitable for use as fill or backfill until material is needed.
- D. Post signs indicating proposed use of material stockpiled. Post signs that are readable from all directions of approach to each stockpile. Signs should be clearly worded and readable by equipment operators from their normal seated position.
- E. Confine stockpiles to within easements, right-of-way, and approved work areas. Do not obstruct road or streets.
- F. Do not stockpile excavated material adjacent to trenches and other excavations unless excavation side-slopes and excavation support systems are designed, constructed, and maintained for stockpile loads.
- G. Do not stockpile excavated materials near or over existing facilities, adjacent property, or completed work, if weight of stockpiled material could induce excessive settlement.
- H. Disposal of Spoil

3.0.8. DISPOSAL OF SURPLUS AND UNSUITABLE MATERIAL

- A. Ownership of Excavated Materials
 - 1. Owner of all suitable excavated material shall remain in the City until the final job requirements for fill or backfill materials have been fulfilled. Unless otherwise provided by the plans or special provisions, any surplus materials then remaining and not needed for job requirements shall become the property of the Contractor and are to be disposed of by him/her, outside the right of way, to the satisfaction of the Engineer.
 - 2. In urban or other areas where temporary storage of apparent excess suitable materials within the right of way may be impracticable, the Contractor may stockpile the materials outside the right of way in areas provided by him/her. Until stock materials are needed in the job or are declared surplus. With the written approval of the Engineer, the Contractor may dispose of such apparent excess

material with the stipulation that he shall replace any portion of the disposed material required to fulfill the actual job requirements, with equally suitable material, at his own expenses.

3. No extra compensation will be allowed for any re-handling involved under the provisions of this Sub-article.
- B. General Requirements for Disposal: Excavated muck or other materials unsuitable for the roadway construction shall be disposed of as shown in the plans or, if the plans do not indicate the disposal, the materials shall become the property of the Contractor and shall be disposed of by him/her outside the right of way.
 - C. Disposal of Muck on Side Slopes: As an exception to the provisions of 120-5.2 when approved by the Engineer, in rural undeveloped areas muck (A-8 material) may be placed on the slopes, or may be stored alongside the roadway, provided there shall be a clear distance of at least six feet between the roadway grading limits and the muck, and the muck shall be so dressed as to present a reasonably neat appearance. In addition, disposal of this material by placing on the slopes may also be permitted in developed areas where, in the opinion of the Engineer, this will result in an esthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where muck or other unsuitable material is permitted to be disposed of inside the right of way limits, such material shall not be placed such as to impede the inflow or outfall of any channel or of side ditches. The Engineer shall determine the limits adjacent to channels within which such materials shall not be placed.
 - D. Disposal of Paving Materials: Unless otherwise indicated in the plans, paving materials excavated in the removal of existing pavements, such as paving brick, asphalt block, concrete slab, lime-rock, sidewalk, curb and gutter, etc., shall become the property of the Contractor and shall be disposed of by him/her outside the right of way. If the materials are to remain the property of the City, they shall be placed in neat piles as directed.
 - E. Disposal Areas: Where the plans or specifications require the Contractor to dispose of excavated materials outside the right of way, and the disposal area is not indicated in the contract documents, the Contractor shall furnish the disposal area without additional compensation. Areas provided by the Contractor for disposal of removed paving materials shall be out of sight of the project and at least 300 feet from the nearest roadway right of way line of any State-maintained road. The 300-foot limitation will not apply, however, if the materials are buried.

1.0.10 USE OF PUBLIC STREETS

- A. Ownership of use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other traffic. Any earth or other excavated material spilled from trucks shall immediately be removed by the Contractor and the streets cleaned to the satisfaction of the governing authority.
- B. The City has not made any attempt to define the equipment to be used in transporting the excavated material since this may vary, however, the Contractor shall abide by the following general requirements:

1. Transport vehicles must be of the type(s) approved for this application by the political jurisdictions involved. General requirements are that the vehicles have watertight bodies that they be properly equipped and fitted with seals and covers to prohibit material spillage or draining, and that they be cleaned as often as is necessary to prevent deposit of material on roadways. Vehicles must be loaded within all legal weight limits and operated safely within all traffic and speed regulations.
2. Access to businesses, schools and homes along the route of the work must be provided by the Contractor at all times.
3. Where traffic will pass over backfilled trenches before they are paved, the top of the trench shall be maintained with temporary asphalt that will allow normal vehicular traffic to pass over.

END OF SECTION

02230 CLEARING AND GRUBBING

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. Unless otherwise shown in the plans, Standard Clearing and Grubbing shall be done within the following areas:
1. All areas where excavation is to be done, including borrow pits, lateral ditches, right of way ditches, etc.
 2. All areas where roadway embankments will be constructed.
 3. All areas where structures will be constructed, including pipe culverts and other pipelines.
 4. Any other areas specifically called for on the plans to be cleared and grubbed.

1.0.2. DEFINITIONS

- A. Clearing shall consist of the cutting, removal and satisfactory disposal of all trees, stumps, brush, shrubs, rubbish and any other objectional material within the designated areas.
- B. Grubbing shall consist of the removal and disposal of all stumps larger than 1-1/2 inches in diameter and other objectional material to a depth of at least 12 inches below the ground surface.

1.0.3. QUALITY ASSURANCE

- A. In the course of the work, it may become to remove trees if they interfere with the work. Dade County and various municipalities have ordinances regulating the removal, relocation and pruning of trees in the public right-of-way, these ordinances shall be strictly adhered to. The Contractor shall obtain a permit from Dade County and/or other regulatory agencies having jurisdiction over the work area before removing, relocating and/or pruning any tree. The Contractor shall comply with all requirements and conditions of the permit.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.0.1. CLEARING AND GRUBBING

- A. The Contractor shall remove and replace, where required all existing shrubbery, trees, grass, sprinklers, fences, signs, mailboxes, structures, roadways, sidewalks, curbs and similar items or structures in the way of all excavation necessary for the construction of the project.
- B. Where pavements or sidewalks are cut, they shall be cut by means of a mechanical pavement saw to form true and straight edges. Where such cutting is for the purpose of pipeline installation, saw cutting shall be either parallel or at right angles with the centerline of the pipe.
- C. To protect himself from being held liable for any existing damaged pavement, including detour routes, the Contractor is advised to notify in writing the authority having jurisdiction, prior to proceeding with any work in the vicinity.

3.0.2. DEPTHS OF REMOVAL OF ROOTS, STUMPS AND OTHER DEBRIS

- A. In all areas where excavation is to be done and where the excavated material is to be used in the construction of roadway embankment or roadway base or pavement; also in all areas where roadway embankment will be constructed; roots and other debris shall be removed to a depth of at least one foot below the ground surface. The surface shall then be plowed to a depth of at least six inches and all roots thereby exposed shall be removed to a depth of at least one foot. All stumps within the roadway right of way shall be completely removed and disposed of by the Contractor.
- B. Where excavation is done within the roadway area and where excavation for structures is done, all roots, etc., protruding through or appearing on the surface of the completed excavation shall be removed to a depth of at least one foot below the excavation surface.
- C. In borrow pits, material pits and lateral ditches, all stumps, roots, etc., protruding through or appearing on the surface of the completed exaction shall be removed or cut off below the finished excavation surface.
- D. In borrow and material pits no clearing or grubbing shall be done to within three feet inside the right of way line.
- E. Within all other areas where Standard Clearing and Grubbing is to be done, roots and other debris, projecting through or appearing on the surface of the original ground, shall be removed to a depth of one foot below the surface, but no plowing and harrowing will be required in these areas.

3.0.3. TREES TO REMAIN

- A. As an exception to the above provisions, where so directed by the Engineer, desirable trees within the roadway and project site area shall be trimmed, protected and left standing. Branches of trees extending over the area occupied by the roadway shall be trimmed as directed, to give a clear height of 16 feet above the roadway.

3.0.4. BOULDERS

- A. Any boulders encountered in the roadway excavation, or found on the surface of the ground, shall be removed and placed in neat piles inside the right of way and adjacent to the right of way line.

3.0.5. SELECTIVE CLEARING AND RUBBING

- A. Selective Clearing and Grubbing shall consist of removing and disposing of all vegetation, obstructions, etc., as provided above except that, where the Contractor selects roots, etc., may be cut off flush with the ground surface. Stumps shall be completely removed and disposed of by the Contractor. Undergrowth shall be entirely removed except in specific areas designated by the Engineer to remain for aesthetic purposes. Desirable trees shall be trimmed, protected and left standing, with the exception of such trees as the Engineer may designate to be removed in order to facilitate right of way maintenance. Undesirable or damage trees (as so designated by the Engineer), shall be removed. Selective Clearing and Grubbing shall be done only in areas so designated in the plans.

3.0.6. PROTECTION OF ADJACENT AREAS

- A. The Contractor shall protect areas shown on the drawings or designated by the Engineer of Record to remain protected from damage by construction operations by erecting suitable barriers of other acceptable means.
- B. Property obstructions which are to remain in place, such as buildings, sewers, drains, water or gas pipes, conduits, poles, walls, posts, bridges, etc., are to be carefully protected from damage and are not to be displaced.

3.0.7. DISPOSAL

- A. All roots, vegetation and other refuse removed from the site during clearing and/or grubbing operations shall be legally disposed of by the Contractor. Where required, the Contractor shall obtain a permit from Miami-Dade County and/or other regulatory agencies having jurisdiction over the work area before burning any material on the site.

END OF SECTION

02314 EXCAVATION, BACKFILL AND FILL FOR STRUCTURAL FACILITY AND
UTILITY SYSTEMS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. The work included under this Section consists of furnishing material and equipment, and performing all labor necessary for excavating, backfilling, filling and compaction of areas to be occupied by facilities or utility systems to be constructed.
- B. Plan For Excavation: Prior to commencing the excavation, the Contractor shall submit a plan of his proposed operations to the Engineer of Record for approval. The Contractor shall consider, and his plan for excavation shall reflect, existing utilities that are to remain, the equipment and methods to be employed in the excavation.

1.0.2. QUALITY ASSURANCE

- A. All excavations shall conform with South Florida Building Codes, the State of Florida Trench Safety Act, OSHA requirements and the provisions herein. Excavations shall be executed in accordance with all applicable requirements of Section 01016, including notification of Sunshine State One-Call Center (1-800-432-4770) 48 hours prior to any excavation.
- B. Work shall be performed in accordance with Contract Documents, Drawings, and/or Miami Dade County's Specifications and Standard Details, in a neat and accurate manner. It is the intent of the City to obtain a complete and working installation according to these Specifications, and any items of labor, equipment, or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the project plans or stated herein.
- C. Asphalt Acceptance Standards: The following minimum defects identified by the City or designee must be covered by warranty (but not limited to):
 - 1. Sunken pavement patches greater than or equal to one-quarter ($\frac{1}{4}$) inch (measured by a twelve (12) foot straight edge).
 - 2. Surface raveling or oxidation due to deficiencies with the asphalt material.
 - 3. Poor workmanship.
 - 4. Inadequate compaction per Standards and Specifications.

PART 2 – PRODUCTS

2.0.1. BACKFILL MATERIAL

- A. Except where a 1:10 cement/sand or flowable fill concrete mix is required, granular soil backfill materials shall be utilized. Suitable backfill material shall be clean, shall not be expansive nor have high organic content, shall be free of clay, marl, unstable materials, debris, lumps and clods, and shall meet the following requirements.
 - 1. Maximum Liquid Limit shall not exceed 12 as determined by ASTM D4318.
 - 2. Maximum Plasticity Index shall not exceed 35 as determined by ASTM D4318.
 - 3. Not more than 10 percent of weight shall be finer than 74-micron (No. 200) U.S. Standard Sieve.
- B. Backfill material containing limerock shall have sufficient sand to fill the voids in the limerock. No stones or rocks larger than 6-inches in diameter will be permitted in any backfill.
- C. Debris, broken paving, or broken concrete shall not be used.
- D. Material for backfill may be material resulting from excavation, only if it meets the above mentioned requirements, or if suitable in the opinion of the City or designee. If sufficient suitable backfill material, including select backfill material, is not available from the site, additional material shall be furnished.

2.0.2. SELECT BACKFILL

- A. Select backfill material specified herein shall meet all the general requirements for backfill material set forth in 2.01, and in addition, shall be free of any rocks or stones larger than 2 inches in diameter. Select backfill material may be material resulting from trench excavation, if suitable in the opinion of the City or designee, carefully selected to comply with these requirements.
 - 1. Trenches remaining open to facilitate the repair of existing underground utilities damaged by the Contractor during excavation shall not be deemed a portion of the allowable 600 feet of open trench, unless otherwise decided by the Engineer, at his discretion.
 - 2. **Backfilling and compaction shall be kept up with the rate of pipe laying. Backfill consisting of the specified material shall be placed and properly compacted, to the degree specified hereinafter. Unless otherwise ordered or approved by the Engineer, in writing, no temporary fill, refill, or uncompacted fill shall be installed. Under no circumstances shall backfill material other than that specified or an approved equal be installed. Backfill shall be placed and compacted immediately after installation of piping.**
 - 3. Where existing paving is damaged or removed, temporary paving, as specified hereinafter shall be placed the same day as the ditch backfill and compaction and

it shall be replaced with permanent paving within thirty (30) days, to the limits shown in the City's Standard Details or directed by the Engineer.

4. Backfilling and compaction of trenches will not be allowed until the work has been inspected by the Engineer, and the Engineer indicates that backfilling and compaction may proceed. Any work covered up or concealed without the knowledge or consent of the Engineer may be required to be uncovered or exposed at no cost to the City.
5. The Contractor shall backfill and compact all trenches and other excavations made in the process of installing the pipe. The cost of all backfilling and compaction shall be included in the price bid under the various Items. The Contractor shall maintain the surface of the backfill free from major irregularities and potholes. Backfill to a point at least one (1) foot above the pipe shall be select backfill material not exceeding two (2) inches in diameter. Above this point, backfill shall be of material not exceeding six (6) inches in diameter.
6. Backfilling and compacting of material under and around the pipe and to one (1) foot above the crown shall be in layers not exceeding six (6) inches in thickness. Each layer shall be thoroughly compacted to at least 98 percent of maximum density as determined by AASHTO Standard No T-180-74, "Moisture-Density Relations of Soils using a 10-lb. (4.54 Kg.) Rammer and an 18 in. (457 mm) Drop." The material in the ditch may be compacted by either hand tamper or a mechanized power tamper, provided the results obtained meet the continued approval of the Engineer.
7. Backfilling and compacting of material lying above a point one (1) foot above the crown of the pipe and below the pavement base or the surface of the ground if out of pavement shall be accomplished in layers not exceeding six (6) inches in thickness. Each layer shall be thoroughly compacted with a powered hand tamper or a mechanized power tamper to at least 98 percent of maximum density as determined by AASHTO Specification T-180-74 or such greater density as may be required by the governing authority over the area in which the work is performed.
8. A testing laboratory, designated by the City, will make periodic field tests to determine the density being obtained in each lift, or layer, of the backfill. The City will pay the cost for each test that indicates that the density obtained in the backfill meets or exceeds the specified percentage. Contractor shall pay the cost for each test that indicates that the density obtained in the backfill is insufficient and does not meet the specified percentage. When compacted backfill fails to meet the specified percentage of maximum density as shown by test results, it shall be reworked and recompacted in a manner approved by the Engineer, and then retested. The reworking, recompacting and retesting of the backfill shall be repeated as many times as may be necessary to obtain compacted backfill with density meeting or exceeding the specified percentage as indicated by test results. The Contractor shall exercise proper care to ensure that no pipe will be broken or displaced through the use of the type of mechanical compacting equipment he selects. Water shall be added as required to obtain optimum moisture to facilitate compaction, but ponding or inundation of backfill will not be permitted. These ponding limitations shall not prohibit backfill in a wet trench up to the level of the

natural water table if the "Alternate Method of Construction" is utilized. See Section 02220 "Excavation – General".

9. Backfill and compaction shall be kept up with the rate of pipe laying. The backfill up to the springline of the pipe shall be placed and compacted as soon as practical after the laying of the pipe.
10. On parts of the line where ground water level may be high enough to float the pipe, the placing of the backfill and the rate of pumping the trench shall be so controlled as to prevent the pipe from floating or moving from the line and grade shown on the Plans.
11. In the event that sufficient suitable material is not available at any point to properly backfill the trench, the Contractor shall transport suitable material from points of the line where such material is available or shall otherwise furnish suitable material at no additional cost to the City.
12. Suitable material in excess of all backfill requirements shall be removed from the work and disposed of by the Contractor. The cost for removal shall be included in the overall Project cost bid.
13. Where cuts have been made through unpaved, stabilized rock roadways, driveways and parkways, surface restoration shall consist of 3 inches of compacted limerock overlaid by 3 inches of gravel or graded and washed rock with a maximum diameter of 1/2-inch except as otherwise directed by the Engineer. The rock shall be installed over the entire width of the disturbed area and shall closely match the existing rock at each location. Several grades of rock may be required to attain this end, but it is not anticipated that more than one grade will have to be used at any one location. The cost for replacement of gravel or rock stabilized driveways and roadways shall be included in the overall Project cost bid unless a specific Bid Item is established in the Quotation.
14. Backfill material shall consist of the suitable excavated material being stored for this purpose. Backfill material placed within one (1) foot of piping and appurtenances shall not contain any stones or rocks larger than two (2) inches in diameter, and no stones or rocks larger than 6 inches in diameter will be permitted in any backfill. Backfill material containing mangrove muck or other unsuitable materials shall not be used.
15. During the backfilling operation, care shall be taken to preserve the alignment and gradient of the installed pipe.

2.0.3. SUITABLE BACKFILL

- A. Suitable backfill material shall be clean and free from all organic material, clay, marl or unstable materials, debris, lumps, broken paving, or other deleterious material. No rocks or stones larger than 3½ inches in diameter shall be allowed in any suitable backfill. Material for backfill may be material resulting from excavation, if suitable in the opinion of the City or designee.

2.0.4. STRUCTURAL FILL

- A. Structural fill shall consist of an inorganic, non-plastic, granular soil containing less than 10% material passing the No. 200 mesh sieve (relatively clean sand or crushed limerock with a 2 inches max. particle size) with a Unified Soil Classification of GP, GW, SP, SPGM, SW-SM or SP-SM.

2.0.5. UNSUITABLE FILL AND BACKFILL MATERIAL

- A. Unsuitable fill and unsuitable backfill material shall be all material not meeting the definition of Structural Fill, Suitable Backfill, or Select Fill and cannot be amended or blended in the field to meet the standard of one of these fills. Unsuitable Fill material may contain deleterious material including but are not limited to: cherty or other extremely hard pieces, lumps, balls or pockets of sand or clay size material, organic matter, muck, loose sand, loose free shells, corals or skeletal remain of other marine invertebrates retained on the No. 4 sieve, or water sensitive clay minerals.

2.0.6. BEDDING MATERIAL

- A. Bedding may be select backfill material, as specified above, if approved by the City or designee.
- B. No. 57 stone may be used for bedding of piping (except for copper pipe) and/or manholes as shown on the Standard Details.
- C. Sand for bedding shall be dry screened. Sand shall be graded sand with 100% passing a $\frac{3}{8}$ inch sieve and not more than 5% passing a No. 200 sieve.
- D. Limerock screenings, sand or other fine material shall not be used for bedding.
- E. All pipe bedding material shall be new, unless otherwise approved by the City or designee. Existing pipe bedding material may not be used.

2.0.7. NO 57. STONE

- G. No 57 stone shall be crushed stone (or drain field limerock). Crushed stone shall consist of hard, durable, sub-angular particles of proper size and gradation, and shall be free from organic material, wood, trash, sand, loam, clay, excess fines, and other deleterious materials. The stone shall conform to the requirements of ASTM C 33, Size No. 57 (3/4- inch rock) and be graded within the following limits:

<u>Sieve size</u>	<u>Percent Finer by Weight</u>
1-½ inch	100
1 inch	95 to 100
½ inch	25 to 60
No. 4	0 to 10

No. 8

0 to 5

2.0.8. BALLAST ROCK

- A. Ballast rock shall be composed of hard, durable, sound pieces having a specific gravity of not less than 2.65. It shall be crushed rock conforming to the following gradation:

<u>Sieve size</u>	<u>Percent Finer by Weight</u>
1-½ inch	100
¾ inch	30 to 75
½ inch	15 to 55
¼ inch	0 to 5
No. 8	0 to 5

2.0.9. STEEL – SHEET PILING

- A. Steel sheet piling shall conform to the requirements of ASTM A572 "High-Strength Low-Alloy Columbium-Vanadium Steels of Structural Quality," (AASHTO No. M223) or ASTM A328 "Steel Sheet Piling."
- B. The Contractor will be responsible for design and selection. Structural plans for the sheet steel piling installation and the calculations for the required Section Modulus and the Sheet Piling Designation shall be prepared by a registered professional engineer licensed to practice in the State of Florida. Sealed plans shall be submitted to the Engineer for approval prior to installation of the piling system.
- C. Structural steel shall meet the requirements of ASTM A36 "Structural Steel."
- D. Whenever shoring is required, locate the system to clear permanent construction and to permit forming and finishing of concrete surfaces. Provide shoring system adequately anchored and braced to resist earth and hydrostatic pressures. Shoring system adequately anchored and braced to resist earth on which the support or stability of existing structures is dependent must be left in place at completion of work. Maintain bracing until structural elements are supported by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.

PART 3 – EXECUTION**3.0.1. PREPARATION**

- A. The Contractor shall remove and replace, where required, all existing shrubbery, trees, grass, sprinklers, fences, signs, mail boxes, guard rails, structures, roadways, sidewalks, curbs and similar items or structures in the way of the main and shall make all excavation necessary for the construction of the main, to the lines and grades shown on the Plans. Weeded areas shall be restored as specified in Section 02900 "Landscaping", Care of Trees, Shrubs and Grass. Where pavements or sidewalks are cut, they shall be cut by means of a mechanical pavement saw to form true and straight edges which shall in general be either parallel or at right angles with the centerline of the gravity main. Unless specific bid items are provided in the Quotation form, the cost of removing and replacing any plantings or existing structures shall be included in the

price bid. In order to protect himself from being held liable for any existing damaged pavement, including detour routes, the Contractor is advised to notify in writing the authority having jurisdiction over the street where such defective pavement exists prior to proceeding with any work in the vicinity. A copy of all such notices shall be forwarded to the Engineer.

- B. Clearing: The construction site shall be cleared of all obstructions and vegetation, including large roots and undergrowth, within 5 feet of the lines of excavation, in accordance with Section 02230 "Clearing and Grubbing". All debris created by this clearing operation shall be hauled from the site and disposed of by the Contractor.
 - 1. All cleared materials shall be promptly removed from the work area and disposed of in an area provided by the Contractor, at no additional cost to the City. Accumulation of debris or stockpiling along the route of the work will not be allowed.
- C. Removals: Complete all removals within the lines of excavation prior to beginning excavation. Where required, all existing shrubbery, trees, grass, sprinklers, fences, signs, mailboxes, structures, sidewalks, curbs, utility poles, or structures subject to damage resulting from the excavation should be transplanted, relocated, braced, shored, or otherwise protected and preserved.

3.0.2. EXCAVATION

- A. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the dimensions and depths shown on the approved plans, but in all cases as required for construction, and as specified herein. All excavations shall be made by open cut. All existing utilities such as pipes, poles, and structures shall be carefully located, supported, and protected from injury; in case of damage, they shall be restored at the Contractor's expense.
- B. When the walls of the excavations are to be kept vertical and in order to protect the safety of workmen, the general public, this or other work or structures, or excavation walls, or pipe installation including materials encountered in the excavation which have a tendency to slough or flow into the excavation, undermine the banks, weaken the overlying strata, or are otherwise rendered unstable by the excavation operation shall be retained by steel sheeting, stabilization, grouting or approved methods. Said methods shall comply with the Trench Safety Act (TSA). Sheeting and shoring or other approved method shall be designed by a Professional Engineer licensed to practice in the State of Florida.
- C. For structures, the Contractor shall maintain the bottom of the excavation firm and dry and maintain an elevation of the water one (1) foot below the concrete to be placed, by use of pumps, tremie or other acceptable method.
- D. Pipe trench excavation shall be in accordance with the appropriate Standard Detail in the Miami-Dade County Public Works Manual

- E. The Contractor shall excavate pipe trenches to a minimum of 6 inches below the outside bottom of the proposed pipe barrel to provide for the installation of the bedding material.
- F. Not more than 100 feet of trench shall be opened ahead of pipe laying operations at one time unless a greater length of open trench is approved by the Engineer.
- G. If, in the opinion of the Engineer, the soil at that depth is unsatisfactory as foundation material because it contains marl, muck, organic matter, or other unsuitable material, the excavation shall be continued two (2) feet deeper, except if a suitable foundation material is exposed at a lesser depth, further excavation will not be required. The cost of this extra excavation, and backfilling with select backfill material, shall be included in the price for pipe laying and no additional payment will be made for this work.
- H. If the soil is still unsuitable after the additional excavation as prescribed above, and the Engineer authorizes "Overcut," the trench bottom shall be excavated further in one (1) foot increments and paid for as "Trench Overcut." See below 3.0.6. "Trench Overcut."
- I. Trench widths, when measured at a point 12 inches above the top of the pipe, shall provide a 12-inch maximum clearance on each side, between the outside of the pipe barrel and the face of the excavation, or sheeting if used. Minimum trench width shall provide at least 6-inch clearance on each side, between the outside of the pipe barrel and the face of the excavation, or sheeting if used.

For excavations five (5) feet deep or less, sheeting and shoring shall be installed where necessary to control trench width, protect the workmen and the general public, and prevent damage to this or adjacent work, or structures. When an excavation is in excess of five (5) feet deep, the Contractor shall comply with the provisions of Florida Statutes Chapter 553, Part III, "Trench Safety Act." Method(s) of compliance used shall protect the workmen and the general public, prevent damage to this or adjacent work, structures, utilities, pavements, sidewalks, curbs, gutters and similar improvements both public and private, and provide for proper maintenance of traffic. The trench width may vary to accomplish this and to comply with the provisions of Florida Statutes Chapter 553, Part III, "Trench Safety Act," but only from a point one (1) foot above the top of the pipe.

- J. For trench exceeding 5 feet in depth, provide adequate safety system meeting requirements of applicable Local, State, and Federal requirements.
- K. In areas where trench widths are not limited by right-of-way or easement widths, property line restrictions, existing adjacent improvements including pavements, structures, and other utilities, and maintenance of traffic, the trench sides may be sloped to a suitable angle of repose of the excavated material.
- L. In areas where trench widths are not limited by site constraints the trench sides may be sloped to a stable angle of repose of the excavated material but only from a point one foot above the crown of the pipe. A substantially and safely constructed movable shield, "box" or "mule" may be used in place of sheeting when the trench is opened

immediately ahead of the shield and closed immediately behind the shield as pipe laying proceeds inside the shield.

- M. Ladders or steps shall be provided for and used by workmen to enter and leave trenches.
- N. Excavated material shall be stored and disposed of in such a manner that they will not interfere unduly with traffic on public streets and sidewalks. In congested areas, such materials, cannot be stored adjacent to the trench nor used immediately as backfill, shall be removed to convenient places of storage. If any material is creating a public hazard or other unsafe condition, it shall be removed immediately to a storage area.
- O. Materials suitable for use as backfill be hauled to and used in areas where not enough suitable material is available from the excavation. Suitable material in excess of backfill requirements shall be used on the site as directed by the City or designee, or removed at the Contractor's expense. Any pockets of organic matter, concrete or other unsuitable material encountered in excavating shall be removed and replaced with material satisfactory to the City.
- P. The excavation of walls for forms will not be permitted.
- Q. The trench wall shall be kept at a stable angle of repose to maintain trench widths within the limits hereinafter specified or shown on the Plans.
- R. The trench, when in rock, shall be excavated to a width within the limits of the top of the pipe and the trench bottom so as to provide a clearance on each side of the pipe barrel, measured to the face of the excavation, of 12 inches. Rock or removal in the excavation shall be considered a part of the excavation and as such no additional payment shall be made therefore. Where excavation is in silt, the width of trench bottom shall be pipe O.D. plus two (2) feet with the trench walls being kept at a stable angle of repose. All pipe trenches shall be excavated to a level at least 12 inches below the outside bottom of the proposed pipe barrel.
- S. Where wood sheeting or certain designs of steel sheeting are used, the City may require that the sheeting be cut off at a level two (2) feet above the top of the installed pipe and that portion below that level be left in place. If ordered left in place, sheeting and shoring shall be paid for under the appropriate Quotation Item.
- T. If interlocking steel sheeting is used, the City may permit its complete removal in lieu of the cut-off, providing removal can be accomplished without disturbing the bedding, pipe or pipe alignment. Any damage to the pipe bedding, pipe or pipe alignment shall be cause for rejection of the affected portion of the work.
- U. A substantially and safely constructed moveable shield or box, as approved by the Engineer, may be used in place of sheeting when the trench is opened immediately behind the shield as pipe laying proceeds inside the shield. All construction in conjunction with using such a shield must be as approved by the Engineer, including excavation, installation of pipe and backfilling and compaction.

- V. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the dimensions and depth shown on the Plans, or as directed by the Engineer. All excavations shall be made by open cut. Any existing utilities such as pipes, cables, etc., shall be carefully supported and protected from damage, and in case of damage, they shall be restored at no cost to the City.
- W. Excavation for other piping and appurtenances shall be sufficient to leave at least 12 inches clear between their outer surfaces and the embankment or sheeting that may be used to protect them.
- X. Provide excavation support as necessary to support sides of excavations and prevent detrimental settlement and lateral movement of existing facilities, adjacent property, and completed Work.
- Y. Remove excavation support in a manner that will maintain support as excavation is backfilled or leave voids of backfill. Do not begin to remove excavation support until support can be removed without damage to existing facilities, completed Work, or adjacent property.
- Z. Materials removed from the trenches shall be stored and disposed of in such a manner that they will not interfere unduly with traffic on public streets and sidewalks and they shall not be placed on private property. In congested areas, such materials as cannot be stored adjacent to the trench or used immediately as backfill shall be removed to convenient places of storage. If any material is creating a public hazard or other unsafe condition, in the opinion of the Engineer, it shall be removed immediately by the Contractor to a storage area.
- AA. The Contractor shall temporarily store excavated material suitable for backfill in full compliance with the provisions of the permits. All mud, silt, debris and other material unsuitable for backfilling the trench shall be removed and legally disposed of offsite by the Contractor. The Contractor shall make his own arrangements regarding stock piling of excavated suitable material and storage and assembly space to properly and safely carry out the construction. Any agreements entered into by the Contractor and property owners shall hold the City harmless. Storage of excavated material shall not cause environmental problems and shall be performed at no additional cost to the City.
- BB. Excavation for structures:
 - 1. Clear, as stated above, all existing items or structures in the way of the proposed pipeline or structures and excavate as necessary to the depths and dimensions shown on the plans, but in all cases as necessary for satisfactory installation.
 - 2. Where pavements or sidewalks are cut, they shall be cut by means of a mechanical pavement saw to form true and straight edges which shall, in general, be either parallel or at right angles.
 - 3. In order to protect himself from being held liable for any existing damaged pavement, including detour routes, the Contractor is advised to notify in writing the authority having jurisdiction over the street where such defective pavement exists

prior to proceeding with any work in the vicinity. A copy of all such notices shall be forwarded to the City.

4. Where interlocking steel sheeting is used, the City may require that the sheeting be cut off at a level two (2) feet above the top of the installed pipe and that portion below the level be left in place.
5. Excavation for manholes and other piping appurtenances shall be sufficient to leave at least two (2) feet clear between their outer surfaces and the embankment or sheeting.
6. If, in the opinion of the Engineer of Record or the City, the soil at that depth is unsatisfactory as foundation material because it contains marl, muck, organic matter, or other unsuitable material, the excavation shall be continued two (2) feet deeper, except if a suitable foundation material is exposed at a lesser depth, further excavation will not be required.
7. When the pipe to be installed in a trench requires the pipe installers to work under and around the pipe, the Contractor may request the City that he be allowed to exceed the 12" maximum clearance, specifying the clear distance desired.
8. The ends of existing mains shall be temporarily capped or plugged to keep them clean and the ends of all mains shall be temporarily anchored to keep the joints from blowing apart from internal pressure until the new mains can be reconnected to them.
9. In addition to specific construction methods specified, the general requirements in subsequent subsections, below, shall apply to the work of this project.

3.0.3. TRENCH STABILIZATION

- A. No claim for extras or additional payment will be considered for cost incurred in the stabilization of trench bottoms which are rendered soft or unstable as a result of construction methods, such as improper or inadequate sheeting, or other causes. In no event shall pipe be installed when such conditions exist and the Contractor shall correct such conditions so as to provide proper bedding or foundations for the proposed installation at no additional cost to the City.

3.0.4. SHEETING AND SHORING

- A. Contractor shall be solely responsible for the design, installation, and maintenance of shoring, sheeting, and bracing as necessary to support the sides of excavations and to prevent detrimental settlement and lateral movement of existing facilities, adjacent property, and completed Work. Design of shoring or other excavation support shall be provided by a Professional Engineer licensed in the State of Florida. Prior to trench excavation, a Trench Excavation Plan shall be prepared and shall address the following topics.

1. Details of shoring, sloping, or other provisions for worker protection from hazards of caving ground.
 2. Design assumptions and calculations.
 3. Methods and sequencing of installing excavation support.
 4. Proposed locations of stockpiled excavated material.
 5. Minimum lateral distance from the crest of slopes for vehicles and stockpiled excavated materials.
 6. Anticipated difficulties and proposed resolutions
- B. Sheeting and shoring shall be installed where necessary to control trench width, protect the workmen and the general public, and prevent damage to this or adjacent work, or structures.
- C. For excavations five (5) feet deep or less, sheeting and shoring shall be installed where necessary to control trench width, protect the workmen and the general public, and prevent damage to this or adjacent work, or structures. When an excavation is in excess of five (5) feet deep, the Contractor shall comply with the provisions of Florida Statutes Chapter 553, Part III, "Trench Safety Act." Method(s) of compliance used shall protect the workmen and the general public, prevent damage to this or adjacent work, structures, utilities, pavements, sidewalks, curbs, gutters and similar improvements both public and private, and provide for proper maintenance of traffic. The trench width may vary to accomplish this and to comply with the provisions of Florida Statutes Chapter 553, Part III, "Trench Safety Act," but only from a point one (1) foot above the top of the pipe.
- D. Trench widths, when measured at a point 12 inches above the top of the pipe, shall provide a 12-inch maximum clearance on each side, between the outside of the pipe barrel and the face of the excavation, or sheeting if used. Minimum trench width shall provide at least 6-inches clearance on each side, between the outside of the pipe barrel and the face of the excavation, or sheeting if used.
- E. Where wood sheeting or certain designs of steel sheeting are used, the City may require that the sheeting be cut off at a level two (2) feet above the top of the installed pipe and that portion below that level be left in place. If ordered left in place, sheeting and shoring shall be paid for under the appropriate Quotation Item.
- F. If interlocking steel sheeting is used, the City may permit its complete removal in lieu of the cut-off, providing removal can be accomplished without disturbing the bedding, pipe or pipe alignment. Any damage to the pipe bedding, pipe or pipe alignment shall be cause for rejection of the affected portion of the work.
- G. In areas where trench widths are not limited by right-of-way and/or easement widths, property line restrictions, existing adjacent improvements, including pavements, structures and other utilities, and maintenance of traffic, the trench sides may be

sloped to a suitable angle of repose of the excavated material, but only from a point one (1) foot above the crown of the pipe.

3.0.5. MOVABLE SHIELD (MULE)

- A. A substantially and safely constructed moveable shield or box, as approved by the Engineer, may be used in place of sheeting except where it is specifically called out on the Plans or in the Specifications to install sheeting. When using a shield, the trench is opened immediately ahead of the shield as pipe laying proceeds inside the shield. All construction in conjunction with using such a shield must be as approved by the Engineer, including excavation, installation of pipe, and backfilling and compaction. When a moveable shield or box is used, the installed pipe shall be secured to prevent it from moving when the box is moved.

3.0.6. TRENCH OVERCUT

- A. Trench overcut provisions herein shall be used only under direct authorization by the Engineer.
- B. If, after excavating the trench to a depth of 2 feet 6 inches below the outside bottom elevation of the proposed pipe barrel, and the soil at that depth is still unsatisfactory as foundation material because it contains marl, muck, organic matter, or other unsuitable material, and the Engineer authorizes overcut, the pipe trench shall be excavated further in one (1) foot increments until either a suitable foundation material is found, or the Contractor is directed by the Engineer to stop trench overcut operation and begin backfilling. In no case will trench overcut be more than 6 feet in depth, i.e., to a point 8 feet 6 inches below the bottom of the pipe.
- C. Selected backfill, as defined in 2.0.1. "Materials" shall then be compacted in 6-inch layers up to the bottom of the proposed 6 inches of pipe bedding.

3.0.7. DEWATERING

- A. Any water which accumulates in the excavations for structures shall be removed promptly by means satisfactory to the Engineer of Record in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Pumps and engines for dewatering systems shall be operated with mufflers and at a minimum noise level suitable to a residential area. The Contractor shall be responsible for any nuisance created due to the disposal of the water from his drainage system.
- B. Where applicable, the Contractor shall be required to obtain all necessary permits approving the location and proposed method of disposal before discharging water from any excavation into any portion of the public right-of-way or into any existing drainage structure or facility.

3.0.8. TRENCH RESTORATION

- A. Trench restoration shall be per the applicable of Miami-Dade County Standard Details.

- B. Mill and resurface minimum 1 inch in accordance with the restoration limits in Part 1 or as directed by the City of Opa-Locka Public Works Department. Prior to placing pavement, City Public Works inspection is required. If milled section crosses a pedestrian path or temporary pedestrian path/detour, an asphalt apron must be provided at transitions with all adjacent surfaces within the pedestrian crossing.
- C. Where cuts have been made through unpaved, stabilized rock roadways, driveways and parkways, surface restoration shall consist of 3 inches of compacted limerock overlaid by 3 inches of gravel or graded and washed rock with a maximum diameter of $\frac{1}{2}$ inch, except as otherwise directed by the City or designee. The rock shall be installed over the entire width of the disturbed area and shall closely match the existing rock at each location. Several grades of rock may be required to attain this end, but it is not anticipated that more than one grade will have to be used at any one location.

3.0.9. TEMPORARY PAVEMENT

- A. Temporary paving will be required along the entire route where the original paved surface is removed. Unless otherwise approved by the City or designee, temporary paving shall be placed the same day the trench is backfilled. The trench shall be backfilled up to a level 1 inch below the existing pavement surface and a temporary, cold mixed sand/asphalt pavement shall be constructed up to the level of the existing pavement surface. The liquid asphalt shall be Grade RC-70, conforming to the requirements of FDOT Specifications, Section 916-2. The sand shall conform to the requirements of FDOT Specifications, Section 902 for fine aggregate.
- B. The cold mix is to be installed one block at a time, not crossing any intersection, or a maximum of 1,200 feet shall be completed before the Contractor may move forward with This excavation Work. Backfill, compaction and temporary paving is to keep pace with the pipe installation. Written permission must be obtained from the City of Opa-Locka Public Works Department to allow lengths greater than 1,200 feet. At the sole discretion of the City of Opa-Locka Public Works Department, the allowable limits in the permit may be reduced due to unforeseen right-of-way conditions.
- C. The temporary pavement shall be maintained by the Contractor in a condition satisfactory to the City or designee until its removal. Removal shall include any surplus backfill material. Replacement of the temporary pavement with permanent pavement shall be made within 30 days. In replacing the temporary paving with permanent pavement, all Work shall be completed in sections compatible with specified traffic maintenance procedures.
- D. The Contractor may elect to install a suitable temporary hot mix asphaltic pavement to be left in-place, in lieu of cold mix, when the hot mix asphalt is left in-place and installed over properly compacted limerock base course. This temporary pavement shall be incorporated into the specified permanent pavement restoration as part of paving restoration.

- E. Sand seal on the limerock base course will not be permitted in lieu of temporary paving.
- F. Unless otherwise approved by the City or designee, temporary paving shall be placed within twenty-four (24) hours following the completion of backfilling.
- G. If temporary asphalt is utilized, it shall be removed prior to placement of final asphalt surface.
- H. Temporary restoration requires field approval by City of Opa-Locka Public Works Department Field Inspector

3.0.10. STOCKPILED MATERIALS

- A. Stockpile excavated material that is suitable for use as fill or backfill until material is needed.
- B. Material suitable for backfill and not needed for backfill at the structure shall be stockpiled and later moved where needed.
- C. Materials shall be stored and in such a manner that will not interfere unduly with City operations, traffic at the site, traffic on public roadways, or sidewalks and shall not be placed on private property. In congested areas, such materials that cannot be stored adjacent to the trench or used immediately as backfill shall be removed to other convenient places of storage acceptable to the City or designee at the Contractor's expense.
- D. Post signs indicating proposed use of material stockpiled. Post signs that are readable from all directions of approach to each stockpile. Signs should be clearly worded and readable by equipment operators from their normal seated position.
- E. Confine stockpiles to within easements, right-of-way, and approved Work areas. Do not obstruct road or streets.
- F. Do not stockpile excavated material adjacent to trenches and other excavations unless excavation side-slopes and excavation support systems are designed, constructed, and maintained for stockpile loads.
- G. Do not stockpile excavated materials near or over existing facilities, adjacent property, or completed Work if weight of stockpiled material could induce excessive settlement.
- H. Do not place stockpiles within 50 feet of inlets, streams, wetlands, bodies of water, etc. unless permitted by the City or designee.
- I. Stockpile side slopes shall be no steeper than 3 horizontal : 1 vertical unless approved by the City or designee. Top of stockpile shall have a minimum slope of no less than 5% to promote positive drainage.

- J. Provide perimeter erosion control measures around stockpiles, located no closer than 5- feet from toe of slope, and stabilized stockpile surface with temporary seeding or other measures if stockpile will remain inactive for more than seven (7) days.

3.0.11. BACKFILL

- A. Place and compact granular bedding and fill over pipelines and conduits. Density tests for determination of the specified compaction shall be made by a testing laboratory approved by the City or designee. Testing of compacted fill materials is required in accordance with these Specifications. If results of tests taken during the progress of the Work indicate compacted materials do not meet specified requirements, such defective Work will be removed, replaced, and re-tested as directed by the City or designee and at the Contractor's sole expense. Compacted fill is to be tested before proceeding with the placement of surface materials.
- B. Backfilling of pipe trenches will not be allowed until the Work has been approved by the City or designee, pressure tested if required, and the City or designee indicates that backfilling may proceed. Any Work which is covered or concealed without the knowledge and consent of the City or designee shall be uncovered or exposed for inspection. Partial backfill may be made to help restrain the pipe during pressure testing, if previously authorized by the City or designee.
- C. The Contractor shall backfill all trenches and other excavations made in the process of installing the culvert. The Contractor shall maintain the surface of the backfill free from major irregularities and potholes.
- D. The Contractor shall maintain trenches free of debris, wood, rocks over 2 inches in diameter, and water.
- E. Backfill shall be kept up with the rate of pipe laying. The backfill up to the springline of the pipe shall be placed as soon as practical after laying the pipe. On parts of the line where the groundwater level may be high enough to float the pipe, the placing of the backfill and the rate of pumping the trench shall be so controlled as to prevent the pipe from floating or moving from the line and grade shown on the Plans.
- F. Pipe bedding and backfill shall be in accordance with the applicable Miami-Dade County Standard Details. Material shall be placed in maximum 6-inch layers. Each layer shall be thoroughly compacted to at least 98% of maximum density as defined by AASHTO Specifications T-180. The material in the ditch may be compacted by either hand tamper or a mechanized power tamper, provided the results meet the requirements and are approved by the City or designee. Care shall be taken to preserve the alignment and gradient of the installed pipes.
- G. A testing laboratory will make periodic field tests to determine the density being obtained in each lift of backfill. Testing shall be performed at a minimum frequency of one test every 10 feet. When compacted backfill fails to meet the specified percentage

of maximum density as shown by test results, it shall be reworked and recompacted, and then retested. The reworking, recompacting, and retesting of the backfill shall be repeated as many times as may be necessary to obtain compacted backfill with density meeting or exceeding the specified percentage as indicated by test results.

- H. The Contractor shall exercise proper care to ensure no pipe will be broken or displaced by use of mechanical compacting equipment. Water shall be added as required to obtain optimum moisture content to facilitate compaction but ponding or inundation of backfill will not be permitted.
- I. In the event sufficient suitable material is not available at any point to properly backfill the trench, the Contractor shall transport suitable material from points of the line where such material is available or shall otherwise furnish suitable material.

3.0.12. ALTERNATE METHOD OF CONSTRUCTION

- A. A combination of conditions in the substrata, water table, method of disposal or regulatory agency requirements may be encountered during the course of the work which makes dewatering impossible, or possible only through the use of unusual methods, the cost of which is excessive. When such conditions are encountered, but only after all reasonable means to dewater the excavation have been employed without success, the Contractor may request permission to employ the following Alternate Method of Construction. The concurrence of the Engineer shall be obtained in writing and shall limit the use of the Alternate Method of Construction to such specific portions of the work as the Engineer shall determine.
- B. The requirements set forth in other Sections of these Specifications shall establish the required standards of construction quality for this work. Use of the Alternate Method of Construction described hereinafter shall in no way be construed as relieving the Contractor of his basic responsibility for satisfactory completion of the work.
- C. Under no conditions will any additional or increased payments be made to the Contractor for excavation, backfill, sheeting or any cost incurred for work or materials, or any other costs incurred as a result of the use of this alternate method of construction. The unit prices established in the Quotation shall be full payment for the various items of work.
- D. Subject to all of the requirements stated herein, including written approval of the Engineer, construction will be permitted in accordance with the following specifications. All requirements of these Specifications shall apply to this construction unless otherwise specifically modified herein.
 - 1. Removal of Water: The installation of pipe and appurtenances under water will be permitted and the dry-trench requirements of Section 6.06 "Removal of Water" will be waived.
 - 2. Excavation: Excavation shall be performed in accordance with 3.0.2. "Excavation."

3. Pipe Bedding:

- a. Pipe bedding shall be placed from 6 inches below the outside bottom of the proposed pipe barrel up to the level of the lower one-third of the pipe barrel for pressure mains.
- b. The bedding material shall be pea rock, or drainfield limerock. Limerock screenings, sand or other fine organic material shall not be used.
- c. The bedding material shall be tamped and graded to provide a proper bedding for the pipe and shall then be shaped to receive the pipe. Bedding shall be provided under the branch of all fittings to furnish adequate support and bearing under the fittings.

4. Backfill:

- b. After the pipe is installed, backfilling shall proceed in accordance with the provisions of 2.0.1. "Materials"
 - c. Select backfill material shall be used to backfill around the pipe and to a level one (1) foot above the crown of the pipe.
 - d. Under no circumstances will material other than select backfill or specified pipe bedding material be considered satisfactory for this purpose.
- E. If the Alternate Method of Construction is used, all backfill material, including specified pipe bedding material, shall be carefully lifted into the trench and not released to fall freely therein until the bucket or container is at or just above water level. Under no circumstances will backfill material be dumped or pushed into trenches containing water. Below existing water level, and to a point not more than 18 inches above the water level the backfill material shall be carefully placed in uniform layers, of equal depth on each side of the pipe. From a point not more than 18 inches above the water level, and below the pavement base or the surface of the ground, if out of paved areas, backfill material shall be placed and compacted for normal backfilling as provided in 2.0.1. "Materials" for compacted backfill.

END OF SECTION

02315 TRENCHING AND BACKFILLING FOR PIPING SYSTEMS

PART 1 – GENERAL

1.0.1. WORK INCLUDED

- A. The work included under this Section consists of excavating, backfilling and compaction as required for the construction of the piping systems as specified herein. (See Section 02314 for excavation for structures.)
- B. All excavations shall be executed in accordance with the South Florida Building Codes, the State of Florida Trench Safety Act (TSA), OSHA requirements and all applicable requirements of Section 01016, including notification of Sunshine State One-Call Center (1-800-432-4770), 48 hours prior to any excavation.

PART 2 – PRODUCTS

2.0.1. BACKFILL MATERIAL

- A. Except where a 1:10 cement/sand or flowable fill concrete mix is required (See Section 02745), granular soil backfill materials shall be utilized. Suitable backfill material shall be clean, shall not be expansive nor have high organic content, shall be free of clay, marl, unstable materials, debris, lumps and clods, and shall meet the following requirements:
 - 1. Maximum Liquid Limit shall not exceed 12 as determined by ASTM D 423.
 - 2. Maximum Plasticity Index shall not exceed 35 as determined by ASTM D 424.
 - 3. Not more than 10 percent of weight shall be finer than 74 micron (No. 200) U.S. Standard Sieve.
- B. Backfill material containing limerock shall have sufficient sand to fill the voids in the limerock. No stones or rocks larger than 6-inches in diameter will be permitted in any backfill. Backfill material placed to a point at least one foot (1 ft.) above pipe and appurtenances shall be select backfill material not exceeding 2-inches in diameter. For PVC gravity sewers backfill material placed at least two feet (2 ft.) above pipe shall be select backfill material not exceeding 2-inches in diameter. In any case, above this point, but up to the upper 6-inches of the trench, backfill shall be of material not exceeding 6-inches in diameter.
- C. Debris, broken paving or broken concrete shall not be used.
- D. Material for backfill may be material resulting from excavation, only if it meets the above mentioned requirements, or if suitable in the opinion of the Department. If

sufficient suitable backfill material, including select backfill material, is not available from the site, additional material shall be furnished.

2.0.2. SELECT BACKFILL MATERIAL

Select backfill material specified in these specifications or required by the Plans shall meet all the general requirements for backfill material set forth above, and in addition, shall be free of any rocks or stones larger than 2 inches in diameter. Select backfill for copper tubing shall be limerock screenings or sand. Select backfill material may be material resulting from excavation, if suitable in the opinion of the Department, carefully selected to comply with these requirements.

2.0.3. BEDDING MATERIAL

Pipe bedding material shall consist of one of the following types of material, and accordance with the Department's Standard Details: (See Section UC-300 for Gravity Sewer Piping Foundations)

- A. Bedding may be select backfill material, as specified above, if approved by the Department.
- B. Crushed stone (or drainfield limerock) shall be used for bedding of piping (except for copper pipe) and/or manholes as shown on the Standard Details. Crushed stone shall consist of hard, durable, sub-angular particles of proper size and gradation, and shall be free from organic material, wood, trash, sand, loam, clay, excess fines and other deleterious materials. The stone shall conform to the requirements of ASTM C 33, Size No. 57 (3/4-inch rock) and be graded within the following limits:

<u>Sieve size</u>	<u>Percent Finer by Weight</u>
1-½ inch	100
1 inch	95 to 100
½ inch	25 to 60
No. 4	0 to 10
No. 8	0 to 5

- C. Sand for bedding copper pipe shall be a dry screened sand. Sand shall be graded sand with 100 percent passing a 3/8-inch sieve and not more than 5 percent passing a No. 200 sieve.
- D. Limerock screenings, sand or other fine material shall not be used for bedding.
- E. All pipe bedding material shall be new, unless otherwise approve by the Department. Existing pipe bedding material may not be used.

2.0.4. BACKFILL UNDER MANHOLES AND METER VAULTS

Any excavation below the levels required for the proper construction of manholes or meter vaults shall be filled with Class C concrete. The use of earth, rock, sand or other materials for this purpose will not be permitted. (See Section 02314 for excavation for structures.)

PART 3 – EXECUTION

3.0.1. CLEARING

- A. The Contractor shall perform all clearing necessary for the proper installation of all piping and appurtenances in the locations shown in the Drawings, in accordance with Section 02230, "Clearing and Grubbing".
- B. Where required, all existing shrubbery, trees, grass, sprinklers, fences, signs, mail boxes, structures, sidewalks, curbs, utility poles or structures subject to damage resulting from the excavation should be transplanted, relocated, braced, shored, or otherwise protected and preserved.

3.0.2. EXCAVATION

- A. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the dimensions and depth shown on the Drawings. All excavations shall be made by open cut.
- B. When the walls of the excavations are to be kept vertical and in order to protect the safety of workmen, the general public, this or other work or structures, or excavation walls, or pipe installation including materials encountered in the excavation which have a tendency to slough or flow into the excavation, undermine the banks, weaken the overlying strata, or are otherwise rendered unstable by the excavation operation shall be retained by steel sheeting, stabilization, grouting or approved methods. Said methods shall comply with the Trench Safety Act (TSA). Sheeting and shoring or other approved method shall be designed by a Professional Engineer licensed to practice in the State of Florida.
- C. In areas where trench widths are not limited by right-of-way or easement widths, property line restrictions, existing adjacent improvements including pavements, structures, and other utilities, and maintenance of traffic, the trench sides may be sloped to a suitable angle of repose of the excavated material, but only from a point one foot above the crown of the pipe.
- D. A substantially and safely constructed moveable shield or box, as approved by the Engineer of Record, may be used in place of sheeting, except where specifically called for on the Plans to install sheeting. Where a moveable shield or trench box, is used in place of sheeting and shoring, the trench shall be opened immediately ahead of the shield as pipe laying proceeds inside the shield.
- E. Ladders or steps shall be provided for and used by workmen to enter and leave trenches.

- F. Materials removed from the trenches shall be stored and disposed of in such a manner that they will not interfere unduly with traffic on public streets and sidewalks. In congested areas, such materials, cannot be stored adjacent to the trench nor used immediately as backfill, shall be removed to convenient places of storage. If any material is creating a public hazard or other unsafe condition, it shall be removed immediately to a storage area.
- G. Materials suitable for use as backfill be hauled to and used in areas where not enough suitable material is available from the excavation. Material unsuitable for use in backfill shall be removed promptly and disposed of by the Contractor
- H. Excavation for Pipes and Piping Appurtenances (See Section UC-300 for additional requirements for gravity sewer piping):
 - 1. Clear, as stated above, all existing items or structures in the way of the proposed pipeline or structures and excavate as necessary to the lines and grades shown on the Plans.
 - 2. Where pavements or sidewalks are cut they shall be cut by means of a mechanical pavement saw to form true and straight edges which shall in general be either parallel or at right angles with the centerline of the pipe.
 - 3. In order to protect himself from being held liable for any existing damaged pavement, including detour routes, the Contractor is advised to notify in writing the authority having jurisdiction over the street where such defective pavement exists prior to proceeding with any work in the vicinity. A copy of all such notices shall be forwarded to the Department.
 - 4.
 - 5. Excavate pipe trenches to a minimum of 6-inches below the outside bottom of the proposed pipe barrel to provide for the installation of the bedding material.
 - 6. If, in the opinion of the Department, the soil at that depth is unsatisfactory as foundation material because it contains unsuitable marl, muck, organic matter, or other unsuitable material, the excavation shall be continued 2 feet deeper, except if a suitable foundation material is exposed at a lesser depth, further excavation will not be required.
 - 7. If the soil is still unsuitable after the additional excavation as prescribed above, the trench bottom shall be excavated further in one foot increments in accordance with "Trench Overcut", below.
 - 8. Sheet piling and shoring shall be installed where necessary to control trench width, protect the workmen and the general public, and prevent damage to this or adjacent work, or structures.

9. Where wood sheeting or certain designs of steel sheeting are used, the Department may require the sheeting to be cut off at a level 2-feet above the top of the installed pipe and that portion below that level shall be left in place.
 10. If interlocking steel sheeting is used, the Department may permit its complete removal in lieu of cut-off, providing removal can be accomplished without disturbing the bedding, pipe or alignment of the pipe. Any damage to the pipe bedding, pipe or alignment of the constructed utility caused by removal of sheeting shall be cause for rejection of the affected portion of the work. Not more than 100-feet of trench shall be opened ahead of pipe laying operations at one time unless a greater length of open trench is approved by the Department.
 11. Trench widths, when measured at a point 12 inches above the top of the pipe, shall provide a 12-inch maximum clearance on each side, between the outside of the pipe barrel and the face of the excavation, or sheeting if used. Minimum trench width shall provide at least 6-inches clearance on each side, between the outside of the pipe barrel and the face of the excavation, or sheeting if used.
 12. Excavation for appurtenances, such as manholes and valves, shall be sufficient to provide a clearance between their outer surfaces and the face of the excavation or sheeting, if used, of not less than 12-inches. Manhole excavations shall be carried to sufficient depth to permit their construction on the undisturbed bottom of the excavation.
 13. Excavation for thrust block shall be made in such a manner so that, when concrete is placed, it will bear against a firm, undisturbed, vertical trench wall with bearing are in accordance with the schedule shown in the Standard Details.
 14. Selected backfill shall then be placed and compacted in 6-inch layers up to the level of the pipe bedding material.
 15. When the pipe to be installed in a trench requires the pipe installers to work under and around the pipe, the Contractor may request the Department that he be allowed to exceed the 12" maximum clearance, specifying the clear distance desired. The decision of the Department in this regard shall be final.
 16. The ends of existing mains shall be temporarily capped or plugged to keep them clean and the ends of all mains shall be temporarily anchored to keep the joints from blowing apart from internal pressure until the new mains can be reconnected to them.
 17. In addition to specific construction methods specified, the general requirements in subsequent subsections, below, shall apply to the work of this project.
- I. Excavation for PVC Gravity Sewers and Service Laterals:

1. The Contractor shall make all excavations necessary for the construction of the gravity sewers and service laterals to the lines and grades shown on the Plans, and in accordance with the Standard Details.
2. In stable soils, trench widths when measured to a point 12 inches above the top of the pipe shall provide a 12-inch maximum clearance on each side, between the outside of the pipe barrel and the face of the excavation, or sheeting if used. Minimum trench widths under the same conditions shall be 6-inches on each side for the pipe for 4-inch and 6- inch pipe, and 9-inches on each side of the pipe for 8-inch pipe and larger. Minimum trench widths are required to provide room for a man to place and compact the haunching and initial backfill material. Embedment material shall be Class I. (See Section UC-300)
3. In unstable soils (defined as peat, much or other organic soils, elastic silts and clays below the water table, and fine sands below the water level), trench widths when measured at a point 12-inches above the top of the pipe shall be a minimum of five (5) nominal pipe diameter in width. Slightly greater width are at the Contractor's option in order to accommodate his trenching equipment, but the pipe bedding material shall extend to the face of the excavation, or sheeting if used. Embedment material shall be Class II. (See Section UC-300)

3.0.3. TRENCH STABILIZATION

Trench bottoms which are rendered soft or unstable as a result of construction methods, such as improper or inadequate sheeting, dewatering or other causes, shall be stabilized. In no event shall pipe be installed when such conditions exist. The Contractor shall correct such conditions so as to provide proper bedding or foundations for the proposed installation.

3.0.4. TRENCH OVERCUT

- A. If, after excavating the trench to a depth of 2 feet 6 inches below the outside bottom elevation of the proposed pipe barrel, and the soil at that depth is still unsatisfactory as foundation material because it contains marl, muck, organic matter, or other unsuitable material, the pipe trench shall be excavated further in one-foot depth increments until a suitable foundation material is found. As a point of reference, it has been the Department's experience that, typically, trench overcut does not extend to depths more than 6 feet. However, the Department reserves the right to require trench overcut to depths up to 6 feet, i.e., to a point 8.5 feet below the bottom of the pipe.
- B. Select backfill, as defined above, shall then be compacted in 6-inch layers up to the bottom of the proposed 6 inches of pipe bedding.

3.0.5. REMOVAL OF WATER

- A. It is a basic requirement of these Specifications that excavation shall be free from water before pipe or structures are installed. However, it is realized that in certain sections

of the work this cannot be accomplished economically and the Contractor may request permission to use the "Alternate Method of Construction" defined below.

- B. The Contractor shall provide all necessary pumps, underdrains, well point systems, and other means for removing water from trenches and other parts of the work including structures. The Contractor shall continue dewatering operations until the backfill has progressed to a sufficient height over the pipe to prevent flotation or movement of the pipe in the trench, so that the backfill is above the natural water level.
- C. Where applicable, the Contractor shall be required to obtain all necessary permits approving the location and proposed method of disposal before discharging water from any excavation into any portion of the public right-of-way or into any existing drainage structure or facility.
- D. Water from the trenches and excavation shall be disposed of in such a manner as will not cause injury to public health, to public or private property, to the work completed or in progress, to the surface of the streets, or to cause interference with the use of the same by public. Submit the proposed method of handling and disposal of trench water for approval before starting the excavation.
- E. The Contractor is cautioned that Dade County or other governing body having jurisdiction over the work location may have regulatory rules and ordinances prohibiting, or limiting, the discharge of water from any excavation into sanitary and storm sewer systems, or to canals and drainage ditches. Obtain all necessary permits approving the location and proposed method of disposal before discharging water from any excavation into any portion of the public right-of-way, or into any existing drainage structure or facility.
- F. Pumps and engines for dewatering systems shall be operated with mufflers and a minimum noise level suitable to a residential area. The Contractor shall be responsible for any nuisance created due to the disposal of the water from his discharge system.

3.0.6. INSTALLATION OF BACKFILL

- A. Backfilling of pipe trenches will not be allowed until the work has been approved by the Department, pressure tested if required, and the Department indicates that backfilling may proceed. Any work which is covered or concealed without the knowledge and consent of the Department shall be uncovered or exposed for inspection. Partial backfill may be made to help restrain the pipe during pressure testing, if previously authorized by the Department.
- B. The Contractor shall backfill all trenches and other excavations made in the process of installing the pipe. He shall maintain the surface of the backfill free from major irregularities and potholes.
- C. Select backfill material shall be placed under and around the pipe to one foot above the crown (or to two feet above crown for PVC gravity sewers) in 6-inch layers. Each

layer shall be thoroughly compacted to at least 90 percent of maximum density as defined by AASHTO Standard No. T-180, "Moisture-Density Relations of Soils using a 10-lb. (4.54 kg.) Rammer and an 18-in. (457 mm) Drop". The material in the ditch may be compacted by either hand tamper or a mechanized power tamper, provided the results obtained meet the continued approval of the Department. Particular attention and care shall be exercised in obtaining thorough support for the branch of all service connection fittings. Care shall be taken to preserve the alignment and gradient of the installed pipe.

- D. Backfilling and compacting of material lying above a point one foot (or two feet for PVC pipe), above the crown of the pipe and below the pavement base or the surface of the ground, if out of pavement, shall be accomplished in layers not exceeding 9 inches in thickness. Each layer shall be thoroughly compacted with a powered hand tamper or a mechanized power tamper to at least 98 percent of maximum density as determined by AASHTO Specification T-180 or such greater density as may be required by the governing authority over the area in which the work is performed. A testing laboratory will make periodic field tests to determine the density being obtained in each lift, or layer, or the backfill. When compacted backfill fails to meet the specified percentage of maximum density as shown by test results, it shall be reworked and recompacted, and then retested. The reworking, recompacting and retesting of the backfill shall be repeated as many times as may be necessary to obtain compacted backfill with density meeting or exceeding the specified percentage as indicated by test results.
- E. The Contractor shall exercise proper care to insure that no pipe will be broken or displaced through the use of the type of mechanical compacting equipment he selects. Water shall be added as required to obtain optimum moisture to facilitate compaction, but ponding or inundation of backfill will not be permitted. These ponding limitations shall not prohibit backfill in a wet trench up to the level of the natural water table if the "Alternate Method of Construction" is utilized.
- F. Backfill shall in general be kept up with the rate of pipe laying. The backfill up to the springline of the pipe shall be placed as soon as practical after the laying of the pipe. On parts of the line where ground water level may be high enough to float the pipe, the placing of the backfill and the rate of pumping the trench shall be so controlled as to prevent the pipe from floating or moving from the line and grade shown on the Plans.
- G. In the event that sufficient suitable material is not available at any point to properly backfill the trench, the Contractor shall transport suitable material from points of the line where such material is available or shall otherwise furnish suitable material.
- H. Suitable material in excess of all backfill requirements and all unsuitable material shall be removed from the work and disposed of by the Contractor.
- I. Within paved areas of trench excavation, the base and surfacing shall be reconstructed as specified under Section 02745, "Pavement Removal and Replacement".

- J. Where cuts have been made through unpaved, stabilized rock roadways, driveways and parkways, surface restoration shall consist of 3 inches of compacted limerock overlaid by 3 inches of gravel or graded and washed rock with a maximum diameter of ½-inch, except as otherwise directed by the Department. The rock shall be installed over the entire width of the disturbed area and shall closely match the existing rock at each location. Several grades of rock may be required to attain this end, but it is not anticipated that more than one grade will have to be used at any one location.

K. Backfill for Structures: See Section 02314.

3.0.7. COMPACTION AND DENSITIES

- A. Methods of control and testing of backfill construction to be employed in this work are:
 - 1. Maximum density of the material in trenches shall be determined by AASHTO Designation T 180.
 - 2. Field density of the backfill material in place shall be determined by AASHTO Designation T 238.
- B. Laboratory and field density tests are necessary to establish compliance with the compaction requirements of these specifications. The Department will not accept projects for which successful laboratory and field density test results are submitted. Tests will be made at depths and locations to the satisfaction of the Department.
- C. Trench backfill which does not comply with the specified densities, as indicated by such tests, shall be reworked and recompacted until the required compaction is secured.

3.0.8. ALTERNATE METHOD OF CONSTRUCTION

- A. General:
 - 1. A combination of conditions in the substrata, water table, or method of disposal may be encountered during the course of the work which make dewatering impossible, or only possible through the use of unusual methods, the cost of which is excessive. When such conditions are encountered, but only after all reasonable means to dewater the excavation have been employed without success, the Contractor, with the concurrence of the Department may elect to employ the following alternate method of construction. The concurrence of the Department shall be obtained and the Contractor shall limit the use of the alternate method of construction to such specific portions of the work as determined applicable.
 - 2. The requirements set forth in other sections of these Specifications shall establish the required standards of construction quality for this work. Use of the alternate method of construction described hereinafter shall in no way be construed as

relieving the Contractor of his basic responsibility for satisfactory completion of the work.

3. Subject to all of the requirements stated hereinabove, including approval by the Department, construction will be permitted in accordance with the following specifications.
- B. Removal of Water: The installation of pipe, manholes and appurtenances under water will be permitted and the dry-trench requirements of "Removal of Water" will be waived.
 - C. Excavation: Excavation shall be performed in accordance with normal applicable excavation specifications.
 - D. Pipe Bedding for Ductile Iron and Vitrified Clay Pipe:
 1. Pipe bedding shall be placed from 6-inches below the outside bottom of the proposed pipe barrel up to the level of the springline of the pipe barrel of gravity sewers and to the level of the lower one-third of the pipe barrel for force mains or water mains. The bedding material shall be washrock, drainfield limerock or approved material. Limerock screenings, sand or other fine organic material shall not be used.
 2. The bedding material used shall be tamped and graded to provide a proper bedding for the pipe and shall then be shaped to receive the pipe. Bedding shall be provided under the branch of all fittings to furnish adequate support and bearing under the fitting.
 - E. Bedding for PVC Pipe: The pipe bedding, haunching and initial backfill material shall conform to embedment material listed in Section UC-300 for either stable or unstable soil conditions as required, and shall be placed and compacted in as stated in "Installation of Pipe Bedding", above.
 - F. Backfill:
 1. After the pipe is installed, backfilling shall proceed in accordance with the provisions of "Installation of Backfill", except that select backfill material or pipe bedding material shall be used to backfill around the pipe and to a level one foot above the outside top (crown) of the pipe. Under no circumstances shall material other than select backfill or specified pipe bedding material be considered satisfactory for this purpose.
 2. If the Alternate Method of Construction is used, all backfill material, shall be carefully lifted into the trench and released to fall freely therein when the bucket or container is near or at a moderate height above water level. Height of release shall be to the satisfaction of the Department. Below the existing water level, and to a point not more than 18-inches above the water level, the backfill material shall be carefully placed into place in uniform layers, of equal depth on each side of the

pipe. From a point not more than 18-inches above the water level, and below the pavement base or the surface of the ground if out of paving, backfill material shall be placed and compacted for normal backfilling as provided in "Installation of Backfill" and "Compaction and Densities".

G. G. Backfill for PVC Gravity Sewers:

1. After the pipe is installed, backfilling shall proceed in accordance with the provisions of "Installation of Backfill", except that select backfill material or pipe bedding material shall be used to backfill to a level two feet above the outside top (crown) of the pipe. Under no circumstances shall material other than select backfill or specified pipe bedding material be considered satisfactory for this purpose.
2. If the Alternate Method of Construction is used, all embedment and backfill material, shall be carefully lifted into the trench and released to fall freely therein until the bucket or container is at or just above water level. Below the existing water level, and to a point not more than 18-inches above the water level, the backfill material shall be carefully placed into place in uniform layers, of equal depth on each side of the pipe. From a point not more than 18-inches above the water level, and below the pavement base or the surface of the ground if out of paving, backfill material shall be placed and compacted for normal backfilling as provided in "Installation of Backfill" and "Compaction and Densities".

3.0.9. RESTORATION OF EXISTING SURFACES

Paved and grassed areas disturbed by the operations required under this Section shall be restored as indicated on the approved Plans and/or specified herein.

END OF SECTION

02510 ASPHALTIC CONCRETE PAVEMENT

PART 1 – GENERAL

1.0.2. SCOPE OF WORK

- A. Construct asphaltic concrete pavement in accordance with the lines, grades and typical sections as indicated on the drawings, specified herein and as required for a complete installation.
- B. Replace and / or repair all existing asphaltic concrete pavement areas impacted by Contractor operations, including trenching for new utilities, as well as damage that may result from Contractor operations during the progress of the work.
- C. Temporary asphalt / trench repairs shall be installed within 1 week of excavation and backfill work on plant roadways impacted by construction.

1.0.3. SUBMITTALS

- A. The Contractor shall submit its proposed formulae for the asphaltic concrete paving for review in accordance with the Section 01300 "Submittals".

1.0.4. QUALITY CONTROL

- A. Work shall be performed in accordance with Contract Documents, Drawings, and/or Miami-Dade County Public Works Manual Specifications and Standard Details, in a neat and accurate manner. It is the intent of the City to obtain a complete and working installation according to these Specifications, and any items of labor, equipment, or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the project plans or stated herein.
- B. Asphalt Acceptance Standards: The following minimum defects identified by the City or designee must be covered by warranty (but not limited to):
 - 1. Sunken pavement patches greater than or equal to one-quarter ($\frac{1}{4}$) inch (measured by a twelve (12) foot straight edge).
 - 2. Surface raveling or oxidation due to deficiencies with the asphalt material.
 - 3. Poor workmanship.
 - 4. Inadequate compaction per Standards and Specifications.

1.0.5. RESTORATION LIMITS

- A. At a minimum, sidewalk, curb, gutter, and roadway restoration shall be in accordance

with the requirements of the agencies having jurisdiction including but not limited to City of Opa-Locka, and Miami-Dade County.

- B. The Contractor is responsible to restore the full lane width of two-lane roads when a trench is longitudinally cut within a lane. If the cut is in between two lanes, the Contractor is responsible to restore both lanes. If the cut impacts multiple lanes, all lanes impacted shall be restored. When a perpendicular cut is made crossing the pavement, a minimum of 25 feet width on each side of the cut, or to the intersection, must be restored by milling and resurfacing. For new developments, the Contractor shall restore the pavement from property line to property line.
- C. At a minimum, the width of all asphalt repairs within the Work area shall extend at least 12 inches beyond the limit of the damage. Where the line for repaving for trenches extends 12-inches into the edge of the existing paving, repaving shall be to this edge only. Damage by the Contractor to the pavement beyond 12-inches into the edge of the existing paving will require the full lane be repaved.
- D. The edge of the pavement shall be cut to a true edge with a saw or other acceptable method so as to provide a clean edge to abut the repair. The line of the repair shall be uniform with no irregularities. Repair of damage by the Contractor beyond the Work area shall be approved by the City or designee prior to commencing the Work.
- E. Any base course or surface course beyond the restoration limits, damaged as a result of the Contractor's operation, shall be restored in accordance with the applicable requirements of these Specifications, to the satisfaction of the City or designee.
- F. Permanent pavement repair shall be with edges straight and parallel and patches rectangular in plan. Replace any paving, beyond the limits shown in the details and as called for in the Specifications, as required. Where trenches are located out of the existing pavement and damage occurs to the pavement, that pavement shall also be replaced by the Contractor.
- G. Five Year Moratorium Directive from City: If the road is under Moratorium, the Contractor is to restore the entire roadway width.
- H. Final asphalt application requires milling and resurfacing full travel lanes or as directed by City of Opa-Locka Public Works Department Field Inspector.

PART 2 – PRODUCTS

2.0.10. MATERIALS

- A. Subbase: Limit gradation of the material within the limits of the area being stabilized to 97% passing 3½-inch sieve. Soil shall be clean, non-deleterious material. Subbase material supporting the roadway and shoulders shall have a minimum LBR of 40. The stabilized subbase shall be 12 inches, placed in maximum compacted lift thickness of 8- inches, and compacted to 98% of maximum dry density as per AASHTO T-180.

B. Limerock Base Course

1. The material used in limerock base courses shall be material classified as either Miami Oolite Formation or Ocala Formation at the Contractor's option having a minimum of 70% calcium carbonate or magnesium carbonate; however, only one formation may be used on any contract.
2. Limerock base course shall have a minimum LBR of 100. Limerock base shall be twice the thickness of the existing adjacent base and shall be minimum of 12-inches thick and a maximum of 18-inch thick, placed in 6-inch lifts. Base material shall be compacted to a density of not less than 98% of maximum dry density as per AASHTO T-180 under all paved areas.
3. The limerock material shall contain no more than 0.5% of organic material or objectionable matter and shall show no significant tendency to air slake or undergo any chemical under exposure to weather.
4. The maximum percentage of water sensitive clay material shall be three percent (3%).
5. At least 97% (by weight) of the material shall pass a 3½-inch sieve, and the material shall be graded uniformly down to dust. The fine material shall consist entirely of dust of fracture. All crushing or breaking up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.
6. The limerock material shall be uniform in quality and shall not contain cherty or other extremely hard pieces, lumps, balls or pockets of sand or clay size material in sufficient quantity as to be detrimental to prevent proper bonding, finishing, or strength of the limerock base.
7. Limerock material shall be non-plastic, and the liquid limit shall not exceed 35.

C. Asphaltic Concrete

1. Bituminous Material: Asphalt cement, Viscosity Grade AC-20 or AC-30, shall conform with the requirements of FDOT Specifications, Section 916-1.
2. Coarse Aggregate: Coarse aggregate, stone or slag shall conform to the requirements of the FDOT Specifications, Section 901.
3. Fine aggregate: Fine aggregate shall conform to the requirements of FDOT Specifications, Section 902.3.
4. Mineral Filler: Mineral filler shall conform to the requirements of FDOT Specifications, Section 917-1 and 917-2.

5. Prime Coat: Unless otherwise indicated, the material used for the prime coat shall be cutback asphalt, Grade RC-70 or RC-250, and shall conform with the requirements specified in AASHTO Destination M 81. Unless otherwise indicated, the use of either RC-70 or RC-250 shall be at the Contractor's option.
6. Tack Coat: The material used for the tack coat shall be Emulsified Asphalt, Grade RS-2 and shall conform with the requirements specified in AASHTO Designation M 140.
7. Where Type S Asphalt Concrete is specified in the Contract Documents, if approved by the City or designee, the equivalent fine Type SP Asphalt Concrete mixture (Traffic Level C) meeting the requirements of FDOT Specifications Section 334 may be selected as an alternate at no additional cost to the City or Owner. The equivalent mixes are as follows:

Type S-I	Type SP-12.5
Type S-II.....	Type SP-19.0
Type S-III.....	Type SP-9.5

2.0.11. TEXTURED PAVEMENT

- A. "StreetBond SP150E Coating Material" refers to a high-performance premium coating material consisting of epoxy modified acrylic polymers blended with sand and aggregate, and specially formulated by GAF, Inc. (Tel. 1-800-766-3411), for application on asphalt surfaces to provide a durable, long lasting color and texture to the asphalt surface.
- B. "StreetBond Colorant" is a highly concentrated, high quality, UV stable pigment blend designated to be added to StreetBond SP150E coating system to provide color to the coating. The colors to be used shall be shown on the Drawings. The same StreetBond Colorant shall be used in each SP150E coating layer to the asphalt surface. One pint of colorant shall be used with one pail of StreetBond coating material.
- C. Use only patterned/textured pavement products listed on the Qualified Products List (QPL). Meet manufacturer's Specifications for all pattern/texture templates, coating, and coloring material. Use only material that is delivered to the job site in sealed containers bearing the manufacturer's original labels. Material coating used to achieve the pattern/texture and/or color shall produce an adherent, weather resistant, skid resistant surface capable of resisting deformation to traffic. Paint and thermoplastic material must meet the requirements of this Specifications and FDOT Specifications Section 971, except that the requirements for Color and Retroreflectivity do not apply.
- D. Manufacturers seeking approval for inclusion on the QPL must submit application and certifications in accordance with FDOT Specifications Section 6 along with the following documentation:

1. Manufacturer's Specifications and procedures for materials and installation.
2. Manufacturer's certification with supporting test data and results that the patterned/textured pavement installed in accordance with the manufacturer's Specifications and procedures has been tested in accordance with the ASTM E274, Skid Resistance of Paved Surfaces using a standard ribbed full-scale tire at a speed of 40 mph (FN40R) and has a minimum FN40R value of 35.

PART 3 – EXECUTION

3.0.1. INSTALLATION OF ASPHALT

A. General

1. Pavement markings removed or obliterated by the Contractor's operations shall be promptly replaced, in kind, to the satisfaction of the City of Opa-Locka Department of Public Works, Traffic Engineering Division or designee.
2. At least three density determinations shall be made on each day's final compaction operations on each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the City or designee.

B. Subbase: Roadway subbase shall be stabilized to the minimum depth shown on the Drawings to a LBR not less than 40. Stabilizing shall be type C as defined in Section 160 of the FDOT specifications. Stabilization may require the addition and thorough mixing in of crushed limerock, coarse limerock screenings, or any other stabilizing material acceptable to the City or designee. The stabilizing material shall be applied in such quantity that, after mixing and blending, the subbase will have a LBR not less than 40. Stabilizing material shall be mixed or blended in the subbase material by plowing, scarifying, disk, harrowing, blading, and mixing with rotary tillers until the mixed materials are of uniform bearing ratio throughout the width and depth of the layer being processed. The minimum acceptable density at any location will be 98% of maximum dry density as determined by AASHTO T-180.

C. Limerock Base: The limerock base shall be constructed in accordance with Section 200 of the FDOT Specifications, to the thickness and width indicated on the Drawings. Pavement base shall be constructed in maximum 6-inch lifts.

D. After spreading of the base material is completed, the entire surface shall be scarified and shaped so as to produce the exact grade and cross section after compaction. For double course base, this scarifying shall extend a depth sufficient to penetrate slightly the surface of the first course. The maximum depth of each lift shall be 6-inches.

E. When the material does not have the proper moisture content to ensure the required density, wetting or drying shall be required. If the material is deficient in moisture, water will be added and uniformly mixed in by disk, harrowing, blading, and mixing with rotary tillers until the material contains an excess of moisture, it shall be allowed to dry before being

- compacted. Wetting and drying operations shall involve manipulation of the entire width and depth of the base as a unit. As soon as proper conditions of moisture are attained, the material shall be compacted to an average density not less than 98% of maximum dry density as determined by AASHTO T-180. Where the base is being constructed in more than one course, the density shall be obtained in each lift of the base.
- F. During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross section, the compacting operations for such areas shall be completed prior to making the density determination on the finished base.
 - G. Unless otherwise directed by the City or designee, the surface shall be "hard-planed" with a blade grader immediately prior to the application of the prime coat to remove the thin glaze or cemented surface and to allow free penetration of the prime material. The materials planed from the base shall be removed from the base area.
 - H. If cracks or checks appear in the base, either before or after priming, which in the opinion of the City or designee, would impair the structural efficiency of the base course, the Contractor shall remove such cracks or checks by re-clarifying, reshaping, adding base material where necessary and re-compacting, at no additional cost to the City or Owner.
 - I. Mixing Base and Subbase: If at any time the subbase material shall become mixed with the base course material, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subbase and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.
 - J. Prime Coat: The prime coat shall be applied at a rate of 0.15 gallons per square yard and the work performed in accordance with Section 300 of the FDOT Specifications.
 - K. Asphaltic Concrete: The spreading, compacting, and jointing the wearing surface shall be in accordance with Sections 330 and 333 of the FDOT Specifications to the thickness indicated on the Drawings.
 - L. Tack Coat: Apply tack coat at a rate between 0.02 and 0.10 gallons per square yard and perform the Work in accordance with Section 300 of the FDOT Specifications.
 - M. Connections with Existing Facilities Where the bituminous pavement is to be connected with an existing roadway surface or other facility, the Contractor shall modify the existing roadway profile in such a manner as to produce a smooth riding connection to the existing facility. Where it is necessary to remove existing asphalt surfaces to provide proper meet lines and riding surfaces, the Contractor shall saw cut the existing surface so that there will be sufficient depth to provide a minimum of 1-inch of asphalt concrete, and the waste material shall be disposed of to the satisfaction of the City or designee. Prior to placing the asphalt concrete, these areas shall be tacked. Meet lines shall be straight and the edges vertical. The edges of meet line cuts

shall be painted with liquid asphalt or emulsified asphalt prior to placing asphalt concrete. After placing the asphalt concrete, the meet line shall be sealed by painting with a liquid asphalt or emulsified asphalt and immediately covered with clean, dry sand.

N. Surface Tolerance

1. Tests for conformity with the specified grade shall be made immediately after initial compression. Any variation shall be immediately corrected by the removal or addition of materials and by continuous rolling. The completed surface of the pavement shall be of uniform texture, smooth, uniform as to grade, and free from defects of all kinds.
2. The completed surface shall not vary more than 1/8 inch from the lower edge of a 12-foot straightedge placed on the surface along the centerline or across the trench.
3. After completion of the final rolling, the smoothness and grade of the surface shall again be tested by the Contractor.
4. When deviations in excess of the above tolerances are found, the pavement surface shall be corrected as stated in Section 330-12.4 of the FDOT Specifications.
5. All areas in which the surface of the completed pavement deviates more than twice the allowable tolerances described above shall be removed and replaced to the satisfaction of the City or designee.

O. Weather Conditions: Asphalt shall not be applied to wet material. Asphalt shall not be applied during rainfall or any imminent storms that might adversely affect the construction. The Engineer will determine when surfaces and materials are dry enough to proceed with construction. Asphalt concrete shall not be placed during heavy rainfall or when the surface upon which it is to be placed is wet.

P. Protection of Structures and Adjustment of Appurtenances

1. Provide whatever protective coverings may be necessary to protect the exposed portions of bridges, culverts, curbs, gutters, posts, guard fences, road signs, and any other structures from splashing oil and asphalt from the paving operations. Remove any oil, asphalt, dirt, or any other undesirable matter that may come upon these structures by reason of the paving operations.
2. Where water valve boxes, manholes, catch basins, or other underground utility appurtenances are within the area to be surfaced, the Contractor shall adjust the covers of these improvements to conform to the proposed surface elevations.

3. In this effort, the Contractor shall be responsible for ensuring that appurtenances are brought to proper grade to conform to the finished surface elevations and any delays experienced from such obstructions will be considered as incidental to the paving operation. No additional payment will be made. Protect all covers during asphalt application.
- Q. Pavement Warranty: Settlement of replaced pavement over trenches within the warranty period shall be considered the result of improper or inadequate compaction of the subbase or base materials. The Contractor shall promptly repair all pavement deficiencies noted during the warranty period at the Contractor's sole expense.
 - R. The pressure distributor used for placing the tack or prime coat shall be equipped with pneumatic tires having sufficient width of rubber in contact with the road surface to avoid breaking the bond of or forming a rut in the surface. The distance between the centers of openings of the outside nozzles of the spray bar shall be equal to the width of the application required, within an allowable variation of 2-inches. The outside nozzle at each end of the spray bar shall have an area of opening of not less than 25 percent, nor more than 75 percent in excess of the other nozzles which shall have uniform openings. When the application covers less than the full width, the normal opening of the end nozzle at the conjunction line may remain the same as those of the interior nozzles.
 - S. 310-9.2 Application Temperatures: For asphalt cement Viscosity Grade AC-5, the application temperature shall be between 300 degree and 350 degree F; for emulsified asphalt, between 100 degrees and 170 degrees F; and for cut-back asphalt, between 175 degree and 275 degree F. 310-9.3 Uniformity of Distribution: Special precautions shall be observed to assure that an even and uniform distribution of bituminous material will be obtained, and the distributor shall be so adjusted and operated as to maintain uniform, even distribution of the type of material being applied. Excessive deposits of bituminous material upon the road surface caused by stopping or starting the distributor, by leakage or otherwise, shall be immediately removed.
 - T. When the prime or tack coat is applied adjacent to curb and gutter, or any other concrete or special pavement surface (except where they are to be covered with a bituminous wearing course) such concrete surfaces shall be protected by heavy paper or other protective material while the prime or tack coat is being applied. Any bituminous material deposited on such concrete surfaces shall be removed immediately.
 - U. No bituminous material shall be applied when the air temperature is less than 50 degree in the shade, or when the weather conditions or the condition of the existing surface is unsuitable. In no case shall bituminous material be applied while rain is falling or when there is water on the surface to be covered.
 - V. After the base has been finished, the full width of surface shall be swept with a power broom supplemented with hand brooms and mechanical blowers prior to the application of the prime coat. Care shall be taken to remove all loose dust, dirt and

objectionable matter. If deemed necessary, the base shall be lightly sprinkled with water immediately in advance of the prime coat. The prim coat shall be applied to the full width of the base.

- W. The temperature of the prime material shall be such as to insure uniform distribution. The material shall be applied with a pressure distributor as specified above. The amount to be applied shall be sufficient to coat the surface thoroughly and uniformly without any excess to form pools or to flow off the base. For lime rock base, the rate of application shall not be less than 0.10 gallons per square yard.
- X. The roadway may be opened for use following the application of the prime material, and a light uniform application of clean sand shall be applied and rolled. The sand shall be non-plastic, shall be free from silt rock particles and shall not contain any sticks, vegetation, grass, roots or organic matter. After the sand covering has been applied, the surface will be opened to traffic.
- Y. Asphalt Densities: The in place density of each course of asphalt mix construction, with the exceptions of patching courses, leveling and intermediate course less than one-inch thick or a specified spread rate less than 100 pounds per square yard, overbuild courses where the minimum thickness is less than one-inch, and open-graded friction course, shall be determined by the use of the Nuclear Density Backscatter Methods as specified by FM 1-T238 (method B). The required density of a completed course shall be at least 98 percent of the average density of the control strip.

3.0.2. INSTALLATION OF TEXTURED PAVEMENT

- A. Applications of textured pavement include the following. Imprinting patterns into existing or new pavement and covering with a surface coating(s) of paint or thermoplastic. Imprinting patterns into existing or new pavement and inlaying the imprint with performed thermoplastic material. Colored, preprinted, preformed texturized thermoplastic material that is applied over existing pavement. Colored thermoplastic material that can be imprinted and texturized during or after application to existing pavement.
- B. Patterns are defined as visible surface markings. Imprinted textures are defined as palpable surface markings.
- C. Use the location, pattern/texture type (brick, stone, etc.) and coating color as specified in the Plans. Joint openings shall not exceed ½ inch in width.
- D. Apply a patterned and/or textured treatment to asphalt or concrete in accordance with manufacturer's recommendations.
- E. For application requiring removal and replacement of existing pavement, meet the requirements of FDOT Specifications Section 350 for cement concrete pavement; the requirements of Section 334 for Superpave asphalt or Section 337 for FC 9.5 and FC 12.5 asphalt.
- F. Protect treated surfaces from traffic and environmental effect until the area is

completely coated/imprinted and any coating have dried or cured according to the manufacturer's instructions. Complete all utility, traffic loop detector, and other items requiring a cut and installation under the finished surface, prior to pattern installation. For asphalt roadways, apply patterned/textured pavement a minimum of 14 days after placement of the adjacent pavement. Upon completion of the installation, the City or designee will check the area at random location(s) for geometric accuracy, as specified in the plans. If any of the chosen areas have an imprint width and depth that is less than the manufacturer's specifications, correct the entire textured area, at no additional cost to the City. Supply the specified pattern and color sample for the Engineer's use to visually determine that the material matches the color specified in the plans. For any continuous or abutting areas, i.e., all treated areas of an intersection, color material must be from the same lot/batch. Provide certification that the textured pavement was installed in accordance with the manufacturer's requirements.

- G. Textured pavement on crosswalks and travel lanes are to be tested for skid resistance in accordance with ASTM E303.

3.0.3. TEMPORARY TRENCH REPAIR OR STABILIZATION

- A. Following trenching and backfill within active plant roadways, but prior to final asphalt replacement at substantial completion, the Contractor shall install temporary trench repair, consisting of compacted base course and temporary asphalt.
- B. Temporary trench repair shall include the preparation of the subgrade, the placing and compacting of the lime rock base, the priming of the base, the placing and maintaining of the surface treatment, all as specified herein.
- C. The width of trench repairs shall extend at least 12 inches each side beyond the limits of the asphalt impacted by excavation. The edge of the pavement to be left in place shall be cut to a true edge with a saw or other approved method so as to provide a clean edge to abut the repair. The line of the repair shall be reasonably uniform with no unnecessary irregularities.

3.0.4. PAVEMENT MARKINGS

- A. All existing markings (i.e., lanes, edge of pavement, parking stalls, etc.) impacted by the Contractor during construction shall be replaced with new painted items in accordance with the requirements of Section 971 of the FDOT Specifications.

3.0.5. CONNECTIONS WITH EXISTING FACILITIES

- A. Where the bituminous pavement is to be connected with an existing roadway surface or other facility, the Contractor shall modify the existing roadway profile in such a manner as to produce a smooth riding connection to the existing facility.
- B. Where it is necessary to remove existing asphalt surfaces to provide proper meet lines and riding surfaces, the Contractor shall saw cut the existing surface so that there will be sufficient depth to provide a minimum of 1-inch of asphalt concrete, and the waste material shall be disposed of to the satisfaction of the Engineer. Prior to placing the asphalt concrete, these areas shall be tacked. Meet lines shall be straight and the

edges vertical. The edges of meet line cuts shall be painted with liquid asphalt or emulsified asphalt prior to placing asphalt concrete. After placing the asphalt concrete, the meet line shall be sealed by painting with a liquid asphalt or emulsified asphalt and immediately covered with clean, dry sand.

3.0.6. SURFACE TOLERANCE

- A. Tests for conformity with the specified grade shall be made immediately after initial compression. Any variation shall be immediately corrected by the removal or addition of materials and by continuous rolling.
- B. The completed surface of the pavement shall be of uniform texture, smooth, uniform as to grade, and free from defects of all kinds. The completed surface shall not vary more than 1/8 inch from the lower edge of a 12-foot straightedge placed on the surface along the centerline or across the trench.
- C. After completion of the final rolling, the smoothness and grade of the surface shall again be tested by the Contractor.
- D. When deviations in excess of the above tolerances are found, the pavement surface shall be corrected as stated in Section 330-12.4 of the FDOT Specifications.
- E. All areas in which the surface of the completed pavement deviates more than twice the allowable tolerances described above shall be removed and replaced to the satisfaction of the Engineer.

3.0.7. WEATHER CONDITIONS

- A. Asphalt shall not be applied to wet material. Asphalt shall not be applied during rainfall or any imminent storms that might adversely affect the construction. The Engineer will determine when surfaces and materials are dry enough to proceed with construction. Asphalt concrete shall not be placed during heavy rainfall or when the surface upon which it is to be placed is wet.

3.0.8. PROTECTION OF STRUCTURES AND ADJUSTMENT OF APPURTENANCES

- A. Provide whatever protective coverings may be necessary to protect the exposed portions of bridges, culverts, curbs, gutters, posts, guard fences, road signs, and any other structures from splashing oil and asphalt from the paving operations. Remove any oil, asphalt, dirt, or any other undesirable matter that may come upon these structures by reason of the paving operations.
- B. Where water valve boxes, catch basins, or other underground utility appurtenances are within the area to be surfaced, the Contractor shall adjust the covers of these improvements to conform to the proposed surface elevations.
- C. In this effort, the Contractor shall be responsible for ensuring that appurtenances are brought to proper grade to conform to the finished surface elevations and any delays

experienced from such obstructions will be considered as incidental to the paving operation. No additional payment will be made. Protect all covers during asphalt application.

3.0.9. PAVEMENT WARRANTY

- A. Settlement of replaced pavement over trenches within the warranty period shall be considered the result of improper or inadequate compaction of the sub-base or base materials. The Contractor shall promptly repair all pavement deficiencies noted during the warranty period at the Contractor's sole expense.

3.0.10. INSTALLATION OF TEXTURED PAVEMENT

- H. Applications of textured pavement include the following.
 - 1. Imprinting patterns into existing or new pavement and covering with a surface coating(s) of paint or thermoplastic.
 - 2. Imprinting patterns into existing or new pavement and inlaying the imprint with performed thermoplastic material.
 - 3. Colored, preprinted, preformed texturized thermoplastic material that is applied over existing pavement.
 - 4. Colored thermoplastic material that can be imprinted and texturized during or after application to existing pavement.
- I. Patterns are defined as visible surface markings. Imprinted textures are defined as palpable surface markings.
- J. Use the location, pattern/texture type (brick, stone, etc.) and coating color as specified in the Plans. Joint openings shall not exceed ½ inch in width.
- K. Apply a patterned and/or textured treatment to asphalt or concrete in accordance with manufacturer's recommendations.
- L. For application requiring removal and replacement of existing pavement, meet the requirements of FDOT Specifications Section 350 for cement concrete pavement; the requirements of Section 334 for Superpave asphalt or Section 337 for FC 9.5 and FC 12.5 asphalt.
- M. Protect treated surfaces from traffic and environmental effect until the area is completely coated/imprinted and any coating have dried or cured according to the manufacturer's instructions. Complete all utility, traffic loop detector, and other items requiring a cut and installation under the finished surface, prior to pattern installation. For asphalt roadways, apply patterned/textured pavement a minimum of 14 days after placement of the adjacent pavement. Upon completion of the installation, the City or designee will check the area at random location(s) for geometric accuracy, as specified in the plans. If any of the chosen areas have an imprint width and depth that is less than the manufacturer's specifications, correct the entire textured area, at no additional cost to the City. Supply the specified pattern and color sample for the Engineer's use to visually determine that the material matches the color specified in the plans. For any continuous or abutting areas, i.e., all treated areas of an intersection, color material

must be from the same lot/batch. Provide certification that the textured pavement was installed in accordance with the manufacturer's requirements.

- N. Textured pavement on crosswalks and travel lanes are to be tested for skid resistance in accordance with ASTM E303.

END OF SECTION

02526

CONCRETE PAVEMENT, CURB AND WALKWAYS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. Concrete pavement, curbs and sidewalk shall be constructed to the lines and grades and dimensions required for a complete installation as shown on the drawings and specified herein.

1.0.2. SUBMITTALS

- A. Shop drawings for reinforcing, joint material and mix designs shall be submitted for review in accordance with the Section 01300 "Submittals".

PART 2 – PRODUCTS

2.0.2. MATERIALS

- A. All roadways are to be de-mucked or stabilized with geotextile material in accordance with the geotechnical report and City requirements.
 - B. Laboratory analysis shall be complete, and the material approved by the Engineer prior to placement.
 - B. Geotextile material: Woven fabric to be structurally prepared and placed as per manufactures written specification.
 - C. Sub-grade: limited to maximum six (6") diameter clean non deleterious material Sub grade to be proof-rolled. Subgrade material supporting the roadway and shoulders shall have a minimum lime rock bearing (LBR) of 40. The stabilized subgrade shall be twelve (12) inches compacted to 98% of maximum dry density as per AASHTO-T-180.
 - D. Lime rock: The material used in lime rock base courses shall be material classified as either Miami Oolite Formation or Ocala Formation at the Contractor's option having a minimum percentage of calcium or magnesium of 60; however, only one formation may be used on any contract. Lime rock base course shall have a minimum bearing ratio (LBR) of 100 and shall be minimum of eight (8) inches thick. Base material shall be compacted to a density of not less than 98% of maximum dry density as determined by AASHTO-T180 under all paved areas.
1. Composition:
- a. The lime rock material shall contain not more that 0.5 percent of organic material or objectionable matter and shall show no significant tendency to air slake or undergo any chemical under exposure to weather.
 - b. Lime rock material shall contain not less than 70 percent of carbonates of calcium and magnesium. The maximum percentage of water sensitive clay material shall be three (3).

2. Gradation: At least 97 percent (by weight) of the material shall pass a 3 1/2-inch sieve and the material shall be graded uniformly down to dust. The fine material shall consist entirely of dust of fracture. All crushing or breaking up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.

3. Quality:

- a. The lime rock material shall be uniform in quality and shall not contain cherty or other extremely hard pieces or lumps, balls or pockets of sand or clay size material in sufficient as to be detrimental to prevent proper bonding, finishing or strength of the lime rock base. Lime rock material shall be nonplastic, and the liquid limit shall not exceed 35.
- b. Lime rock material shall have an average LBR value of not less than 100.

E. Sidewalks:

1. The replacement of gray concrete sidewalks throughout the City shall be with the Miami-Dade County's sidewalk color standard, unless otherwise specified by any applicable City land use board, in accordance with Resolution 2019-30800.
2. The Public Works Director has the authority to determine on a street-by-street basis if replacement of sidewalks to Miami-Dade County's sidewalk color standard is appropriate.

2.0.1. CONCRETE

- A. Concrete shall be composed of cement, fine aggregate, coarse aggregate, and water, so proportioned and mixed as to produce a plastic workable mixture in accordance with all requirements under this section suitable to the specific conditions of placement.

B. Cement:

1. The cement shall be a standard brand of Portland cement manufactured within the continental limits of the United States. It shall meet the requirements of ASTM C150 "Portland Cement" and shall be Type II.
2. Only one brand of cement shall be used in any individual structure unless approved by the Engineer. Cement which has become damaged, partially set, and lumpy or caked shall not be used the entire contents of the sack or container which contains such cement will be rejected. No salvage or reclaimed cement shall be used.
3. Different types of cement shall not be mixed nor shall they be used alternately except when authorized in writing by the City or their designee. Different brands of cement or the same brand from different mills may be used alternately. A resubmittal will be required if different cements are proposed during the Project.

4. Slump shall not exceed six inches (6").
5. Concrete for underground work shall be acid resistant cement and shall maintain a minimum compressive strength of 4000 psi in 28 days.
6. The total alkalis in the cement (calculated as the percentage of Na_2O plus 0.658 times the percentage of K_2O) shall not exceed 0.40%.
7. The proposed Portland Cement shall not contain more than 8% tricalcium aluminate and more than 12% tetracalcium aluminoferrite.
8. Cement shall be stored in a suitable weather-tight building so as to prevent deterioration or contamination. Cement which has become caked, partially hydrated, or otherwise damaged will be rejected. The Contractor shall provide suitable means for storing and protecting the cement against dampness. Bags of cement which for any reason may become partially set, or which contain lumps of caked cement, shall be rejected. In no instance shall any portion of a bag of damaged cement, or a bag containing lumps of caked cement, be used. Cement salvaged from discarded or used sacks shall not be used. Different brands of cement, even if tested and approved, shall not be mixed during use, nor used alternately in any section of the work without written permission of the Engineer.

C. Aggregates:

1. Fine Aggregate (Sand) in the various concrete mixes shall consist of natural or manufactured siliceous sand, clean and free from deleterious substances, and graded within the limits of ASTM C33.
2. Coarse Aggregate: Coarse aggregate shall consist of gravel, broken stone or local limerock. Coarse aggregate shall be size #57 or #67 as graded within the limits given in ASTM C33 unless otherwise specified. It shall be free from adherent coatings.
3. Aggregates shall be tested for gradation by sieve analysis tests in conformance with ASTM C136.
4. When tested for soundness in accordance with ASTM C88, the loss resulting after five cycles shall not exceed 10 percent for fine or coarse aggregate when using either magnesium sulfate or sodium sulfate.
5. When tested in accordance with "Potential Reactivity of Aggregates (Chemical Method)" (ASTM C289), the ratio of silica released to reduction in alkalinity shall not exceed 1.0. F. When tested in accordance with "Organic Impurities in Sands for Concrete" (ASTM C40), the fine aggregate shall produce a color in the supernatant liquid no darker than the reference standard color solution.

6. When tested in accordance with "Resistance to Abrasion of Small size Coarse Aggregate by Use of the Los Angeles Machine" (ASTM C131), the coarse aggregate shall show a loss not exceeding 42 percent after 500 revolutions, or 10.5 percent after 100 revolutions
- D. Water: Water shall be taken from a potable water supply and shall be fresh, clean and free from injurious amounts of oil, acid, alkali or organic matter.
- E. Admixtures:
1. Air entraining agent shall be added to all concrete unless noted otherwise. The agent shall provide entrained air in the concrete in accordance with ASTM C260.
 2. The following admixtures are required or used for water reduction, slump increase, and/or adjustment of initial set. Admixtures permitted shall confirm to the requirements of ASTM C494. Admixtures shall be non-toxic after 30 days and shall be compatible with and made by the same manufacturer as the air-entraining admixtures.
 - a. Water reducing admixture shall conform to ASTM C494, Type A and shall contain no more than 0.05% chloride ions. Acceptable products are "Eucon Series" by the Euclid Chemical Company, "Master Pozzoloth Series" by BASF, and "Plastocrete Series" by Sika Corporation.
 - b. High range water reducer shall be sulfonated polymer conforming to ASTM C494, Type F or G. The high range water reducer shall be added to the concrete at either the batch plant or at the job site and may be used in conjunction with a water reducing admixture. The high range water reducer shall be accurately measured and pressure injected into the mixer as a single dose by an experienced technician. A standby system shall be provided and tested prior to each day's operation of the job site system. Concrete shall be mixed at mixing speed for a minimum of 100 mixer revolutions after the addition of the high range water reducer. Acceptable products are "Eucon 37" or Plastol 5000 by the Euclid Chemical Company, "Master Rheobuild 1000 or Master Glenium Series" by BASF, and "Daracem 100 or Advaflo Series" by W.R. Grace. High range water reducer shall be mandatory for class A1 concrete intended for placement in walls.
 - c. A non-chloride, non-corrosive accelerating admixture may be used where specifically approved by the City or their designee. The admixture shall conform to ASTM C494, Type C or E, and shall not contain more chloride ions than are present in municipal drinking water. The admixture manufacturer must have long-term non-corrosive test data from an independent testing laboratory (of at least a year's duration) using an acceptable accelerated corrosion test method such as that using electrical potential measures. Acceptable products are "Accelguard 80/90 or NCA" by the Euclid Chemical Company and "Daraset" by W.R. Grace.

- d. A water reducing retarding admixture may be used where specifically approved by the Engineer. The admixture shall conform to ASTM C494, Type D and shall not contain more than 0.05% chloride ions. Acceptable products are “Eucon NR or Eucon Retarder 100” by the Euclid Chemical Company, “Pozzolite Retarder” by BASF, and “Plastiment” by Sika Corporation.
- 3. Admixtures containing calcium chloride, thiocyanate or more than 0.05 chloride ions are not permitted
- F. Membrane Curing Compound: Membrane curing compound shall conform to the requirements of AASHTO Designation M 148, Type 1-clear, or type 2-white pigmented.
- G. Expansion Joint Filler:
 - 1. Preformed expansion joint filler shall be of the nonextruding and resilient bituminous type and conform to the requirements of AASHTO Designation M 213.
 - 2. Expansion joint filler shall be gray neoprene sponge rubber that conforms to AASHTO Designation M 153, Type I.
- H. Reinforcing and Welded Wire Fabric: Reinforcing and welded wire fabric shall be 6”X6” – 10/10 steel bars to be used in curb & gutter and wire mesh in sidewalk.

2.0.2. CONCRETE PAVERS

- A. Concrete pavers shall Miami-Dade County’s color standard approved equal. Use of other colors to complement project design theme and/or match existing pavers’ configuration require shall only be used with written approval from the City of Opa-Locka Public Works Department.
- B. All concrete pavers shall have a skid resistant finish.
- C. Provide products supplied by a member of the Interlocking Concrete Pavement Institute (ICPI) as called for in the Drawings and/or as specified herein.
- D. Concrete pavers shall conform to the requirements of ASTM C936.
- E. Concrete pavers shall have an average compressive strength of 8,000 psi with no individual unit under 7,200 psi.
- F. Average absorption of 5% with no unit greater than 7% when tested in accordance with ASTM C140.

2.0.3. TEXTURED PAVEMENT

- A. "Street Bond SP150E Coating Material" refers to a high performance premium coating material consisting of epoxy modified acrylic polymers blended with sand and aggregate, and specially formulated by Integrated Paving Concept, Inc. (Tel. 800- 688-5652), for application on asphalt surfaces to provide a durable, long lasting color and texture to the asphalt surface.
- B. "Street Bond Colorant" is a highly concentrated, high quality, UV stable pigment blend designated to be added to Street Bond SP150E coating system to provide color to the coating. The colors to be used shall be shown on the drawings. The same Street Bond Colorant shall be used in each SP150E coating layer to the asphalt surface. One pint of colorant shall be used with one pail of Street Bond coating material.
- C. Use only patterned/textures pavement products listed on the Qualified Products List (QPL). Meet manufacturer's Specifications for all pattern/texture templates, coating, and coloring material. Use only material that is delivered to the job site in sealed containers bearing the manufacture's original labels. Material coating used to achieve the pattern/texture and/or color shall produce an adherent, weather resistant, skid resistant surface capable of resisting deformation to traffic. Paint and thermoplastic material must meet the requirements of this Specifications and FDOT Specifications Section 971, except that the requirements for Color and Retroreflectivity do not apply.
- D. Manufacturers seeking approval for inclusion on the QPL must submit application and certifications in accordance with Section 6 along with the following documentation:
 - 1. Manufacturer's specifications and procedures for materials and installation.
 - 2. Manufacturer's certification with supporting test data and results that the patterned/textured pavement installed in accordance with the manufacturer's specifications and procedures has been tested in accordance with the ASTM E-274, Skid Resistance of Paved Surfaces using a standard ribbed full scale tire at a speed of 40 mph (FN40R), and has a minimum FN40R value of 35.

PART 3 – EXECUTION

3.0.1. INSTALLATION OF ROADWAY MATERIALS

- A. Subgrade: The work shall consist of bringing the bottom of the excavations and the top of the embankments of the roadways between the outer limits of the roadway to a surface conforming to the lines, grades, and cross sections shown on the plans, of uniform required density, ready to receive the base or paving course. The final elevation of the subgrade shall be within 0.1 foot of the required elevation.
 - 1. All submerged stumps, roots, and other unsuitable matter encountered in the preparation of the subgrade shall be removed and replaced with a suitable material.

2. The material in the top 12" of subgrade shall have a minimum CBR of 25 when compacted to 95% of maximum density as determined by AASHTO Specification T 180-74. In areas such a condition does not exist, the top 12" of subgrade shall be stabilized as described below:
 3. Stabilizing Material: Where stabilized subgrade and shoulders are required, the subgrade and shoulder material shall have a minimum California Bearing Ratio Material Value not less than 25. If the in place subgrade or shoulder material has a CBR value less than 25, a suitable stabilizing material shall be added. Such stabilizing material shall be crushed lime rock, coarse lime rock screenings, or any other stabilizing material approved by the Engineer.
 4. Suitable stabilizing materials obtained from an existing base or pavement which is to be replaced or abandoned may be used providing that such material contain no fragments larger than 3 ½ inches in diameter.
 5. The entire subgrade, including 2 feet beyond the edge of the proposed pavement, shall be thoroughly plowed, scarified, and mixed to a depth of not less than 6 inches below grade. All pot holes and other irregularities shall be filled with suitable material or trimmed down as the case may be, prior to compacting. If the area is cut to grade in natural lime rock, the top 6 inches shall be thoroughly plowed, scarified, and mixed. This plowed, scarified, and mixed layer shall be compacted to not less than 95 percent of the maximum density as determined by AASHTO Specifications T 180-74 prior to the placement of the base course.
 6. After the subgrade has been prepared as specified above, the Contractor shall maintain it free from ruts, depressions, and damage resulting from the hauling and handling of any material, equipment, tools, etc. Ditches or drains shall be constructed and maintained along the completed subgrade section. Just before the base course is laid, the subgrade shall be tested as to, elevation and density.
- B. Transporting Lime rock: The lime rock shall be transported to the point where it is to be used, over rock previously placed if practicable, and dumped on the end of the preceding spread. No hauling over the subgrade or dumping on the subgrade shall be done
- C. Spreading Lime rock:
1. When using new material, the lime rock shall be spread uniformly, and all segregated areas of fine or coarse rock shall be removed and replaced with well-grade rock.
 2. When the specified compacted thickness of the base is greater than 6-inches, the base shall be constructed in two courses. The thickness of the first course shall be approximately one-half the total thickness of the finished base, or enough additional to bear the weight of the construction equipment without disturbing the subgrade.

3. When using the existing base material, the Contractor shall expose the existing base material to the final base grade shown on the drawings. The Contractor shall then proceed with scarifying the top 6 inches of the base and reworking and compacting the material to achieve the required cross-section.
4. Minimum longitudinal slope shall be 0.3% for all roadways. For roadways with gutters, the longitudinal slope may be reduced upon approval by the Public Works Department.

D. Compacting and Finishing Base:

1. General:

- a. For single course base, after spreading is completed, the entire surface shall be scarified and then shaped so as to produce the required grade and cross section after compacting.
- b. For multi lift base course, the first course shall be four (4) inches thick compacted cleaned of foreign material, bladed and brought to a surface cross section approximately parallel to that of the finished base. Prior to the spreading of any material for the upper course, the density test for the lower course shall be made and the Engineer shall have determined that the required compacting has been obtained. After the spreading of material for the second course is completed, its surface shall be finished and shaped so as to produce the required grade and cross section after compacting and free of scab and laminations.
2. Moisture Content: When the material does not have the proper moisture content to insure the required density, wetting or drying will be required. If the material is deficient in moisture, water shall be added and uniformly mixed in by discing the base course to its full depth. If the material contains an excess of moisture, such excess shall be reduced or removed until the required moisture content is attained before being compacted. Wetting or drying operations shall involve manipulation of the entire width and depth of the base as a unit.
3. Density Requirements: As soon as proper conditions of moisture are attained, the material shall be compacted to a density of not less than 98 percent of the maximum density as determined by AASHTO Designation T-180 as described below:
 - a. During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross section, the compacting operations for such areas shall be completed prior to making the density determinations on the finished base.

- b. At least three density determinations shall be made at the completion of each course, also the density determinations shall be made at new/replaced every utility crossings and also at every 7,000 square feet of roadways or at more frequent intervals if deemed necessary by the Engineer.

4. Correction of Defects:

- a. If at any time the subgrade material should become mixed with the base course material, the Contractor shall dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.
- b. If cracks or checks appear in the base, either before or after priming, which in the opinion of the Engineer would impair the structural efficiency of the base course, the Contractor shall remove such cracks or check by re-scarifying, reshaping, adding base material where necessary and recompacting.

E. Testing Surface: The finished surface of the base course shall be checked with a templet cut to required crown and cross section and with a 10-foot straightedge laid parallel to the centerline of the road. All irregularities greater than 1/4-inch shall be corrected by scarifying and removing or adding lime rock as may be required, after which the entire area shall be recompacted as specified herein before.

F. Thickness Determinations:

- 1. The thickness of the compacted lime rock base shall be measured at intervals of not more than 200-feet. Measurements shall be taken at various points on the cross sections prior to the application of the prime coat.
- 2. The measurements shall be taken in holes through the base of not less than 3-inches in diameter. Where the compacted base is deficient by more than 1/2-inch from the thickness called for on the drawings, the Contractor shall correct such areas by scarifying and adding lime rock. The base shall be scarified and rock added for a distance of 100-feet in each direction from the edge of the deficient area. The affected areas shall then be brought to the required state of compaction and to the required thickness and cross section.

G. Priming and Maintaining:

- 1. The prime coat shall be applied only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed 90 percent of the optimum moisture content of the base material. At the time of priming, the base shall be firm and unyielding.
- 2. The Contractor will be responsible for assuring that the true crown and grade are maintained with no rutting or other distortion and that the base meets all the requirements at the time the surface course is applied.

3.0.2. INSTALLATION OF CONCRETE

- A. The concrete shall be placed on stabilizing or compacted subgrade to such depth that, when it is consolidated and finished, the slab thickness required by the drawings will be obtained at all points and surface will at no point be below the grade specified for the finished surface, after application of the allowable tolerance. The concrete shall be deposited on the stabilized subgrade in a manner which will require as little rehandling as possible. Placing of the concrete shall be continuous between transverse joints, without the use of intermediate bulkheads.
- B. Steel reinforcement is called for on the drawings shall be placed at mid slab depth and the fabric shall be maintained at this location during the placing and finishing operations.
- C. Concrete shall be thoroughly consolidated against and along the faces of all forms, and along the full length and on both sides of all joint assemblies, by means of hand operated, vibrators. Vibrators shall not be permitted to come in contact with joint assembly, the subgrade or a side form. Vibration at any one location shall not continue so long as to produce puddling or the accumulation of excessive grout on the surface. In no case shall the vibrator be operated longer than 15 seconds in any one location.
- D. Coloring of concrete shall be done by dry-mixing the compound and broadcasting over the fresh-poured concrete after it has been struck off.
- E. Striking off, Consolidating and Finishing Concrete:
 - 1. Immediately after the placing, the concrete shall be struck off, consolidated and finished, to produce a finished pavement conforming to the cross section, width and surface finish required by the drawings and specifications. The sequence of operations shall be as follows: strike-off; vibratory consolidation; screeding; floating; removal of laitance; straight edging; and final surface finish. Strike-off, consolidation and finishing shall be accomplished in a manner such as to avoid damage to, or misalignment of, joint assemblies, dowels and other embedded items.
- F. Straight edging and Surface Correction:
 - 1. After floating has been completed and the excess water removed, but while the concrete is still in a plastic state, the surface of the concrete shall be tested for trueness with an accurate 10-foot straightedge. The straightedge shall be furnished by the Contractor. The straightedge shall be held in successive positions parallel to the road center line, in contact with the surface, and the whole area tested from one side of the slab to the other as necessary. The advance along the road shall be in successive stages of not more than one-half the length of the straightedge. Any depressions shall be immediately filled with freshly mixed concrete and struck-off, consolidated and refinished. High areas shall be cut down

and refinished. Straightedge testing and surface correction shall continue until the entire surface appears to conform to the required grade and cross section.

2. As soon as the concrete has hardened sufficiently to be walked on, straight edging shall again be done. All surface irregularities exceeding $\frac{1}{4}$ -inch in a 10-foot shall be corrected by grinding as directed by the Engineer.
- G. Final Finish: As soon as the water sheen has disappeared from the surface of the pavement and just before the concrete becomes non-plastic, a light broom finish shall be given to the surface.

H. Edging:

1. After the final finish has been applied, but before the concrete has become non-plastic, the edge of the pavement along each side of the strip being placed, on each side of transverse and longitudinal contraction joints and construction joints and along structure extending into the pavement, shall be carefully rounded to a $\frac{1}{4}$ -inch radius except as otherwise indicated. A well-defined and continuous radius shall be produced and a smooth, dense mortar finish obtained. All concrete shall be completely removed from the top of the joint filler.
2. All joints shall be checked with a straightedge before the concrete has become non-plastic and, if one side of the joint is higher than the other or the entire joints is higher or lower than the adjacent slabs, corrections shall be made as necessary.

I. Joints:

1. Transverse Construction Joints: Transverse construction joints shall be constructed at the end of all pours and at other locations where the paving operations are stopped for as long as 30 minutes. Construction joints, however, shall not be placed within ten feet of any other transverse joint or of either end of a section of pavement. If sufficient concrete has not been placed to form a slab at least ten feet long, the excess concrete, back to the last preceding joint, shall be removed. The joints shall be formed by placing a wood or metal bulkhead accurately and securely in place, in a plane perpendicular to the profile and center line of the pavement.
2. Transverse & Longitudinal Contraction Joints: Construction joints shall be constructed at the interval indicated in the plans and shall consist of planes of weakness created by an edging tool. The cut in the fresh concrete shall be perpendicular to the surface of the pavement, shall extend to a depth of $\frac{1}{3}$ of its thickness ($1\frac{1}{2}$ " for 4" pavement) and shall have tooled edges as described above.
3. Expansion Joints: $\frac{1}{2}$ " Expansion Joints shall be formed by placing performed joint filler around all structures and foundations where pavement abuts curbs and gutters and at intervals not to exceed 100'.

4. Cleaning and Sealing Joints: Joints which are to be sealed, shall be filled with joint sealing material before the pavement is opened to traffic and as soon after completion of the curing period as is feasible. Just prior to sealing, each joint shall be thoroughly cleaned of all foreign material (including any membrane curing compound) and the joint faces shall be clean and surface-dry when the sealer is applied.
 - a. The sealing material shall be applied to each joint to conform to the details shown on the drawings and in accordance with the manufacture's recommendation. The pouring shall be done in such manner that the material will not be spilled on the exposed surfaces of the concrete. Any excess material on the surface of the concrete pavement shall be removed immediately and the pavement surface cleaned.
 - b. All cracks occurring in the pavement prior to its acceptance shall be cleaned out and sealed as specified above, except that the cracks and fractures shall be completely filled with joints sealer and any excess filler material cut down level with the pavement surface.

3.0.3. INSTALLATION OF CONCRETE PAVERS

- A. Install paver blocks as manufactured by licensee of Paver Systems, Inc., in accordance with the Drawings, manufacturer's recommendations, and Standard Details. Paver block construction shall conform to the requirements of Interlocking Concrete Pavers Institute (ICPI).
- B. Where necessary to cut blocks, cutting shall be done so as leave tight joint along all adjacent edges and surfaces. Smoothly split or sawn blocks only will be accepted.
- C. After final vibrating/compaction there shall be no more than ¼ inch deviation from proposed grades.
- D. Installation of concrete pavers in non-roadway areas shall be in accordance with the following.
- D. Replacement of all underground utilities that are in conflict with paver installation.
- E. The finished subbase shall be approved before placement of limerock base.
- F. The limerock base course shall be compacted to 98% of maximum dry density as per AASHTO T-180.
- G. The finished limerock base course shall be approved by the City or designee prior to placement of the sand leveling course.

- H. The uncompacted sand leveling base shall be screened over the compacted limerock base to an uncompacted thickness of 1½ inches. The bedding course shall be treated with soil sterilizers to prohibit growth of grass and weeds.
- I. The paver blocks shall be laid in the pattern approved by the City of Opa-Locka Public Works Department in accordance with the Standard Details.
- J. Construct concrete header curb in accordance with the Standard Details.
- E. Installation of concrete pavers in on roadways shall be in accordance with the following.
- K. Replacement of all underground utilities that are in conflict with paver installation.
- L. The finished subbase shall be approved before placement of the concrete slab.
- M. The concrete pavers on the roadway shall be installed over a 6-inch-thick concrete base reinforced with galvanized steel wire mesh 6X6-W1.4xW1.4 with 1½ inches bedding between the concrete base and the concrete pavers.
- N. The uncompacted sand leveling base shall be screened over the concrete base to an uncompacted thickness of 1½ inches. The bedding course shall be treated with soil sterilizers to prohibit growth of grass and weeds.
- O. Construct concrete header curb in accordance with the Standard Details..

3.0.4. INSTALLATION OF TEXTURED PAVEMENT

- A. Applying a patterned and/or textured treatment to asphalt or concrete, in accordance with manufacturer's recommendations. Applications include the following:
 - 1. Imprinting patterns into existing or new pavement and covering with a surface coating(s) of paint or thermoplastic.
 - 2. Imprinting patterns into existing or new pavement and inlaying the imprint with performed thermoplastic material.
 - 3. Colored, preprinted, preformed texturized thermoplastic material that is applied over existing pavement.
 - 4. Colored thermoplastic material that can be imprinted and texturized during or after application to existing pavement.
- B. Patterns are defined as visible surface markings. Imprinted textures are defined as palpable surface markings.

- C. Use the location, pattern/texture type (brick, stone, etc.) and coating color as specified in the Plans. Joint openings shall not exceed ½ inch in width.
- D. Apply a patterned and/or textured treatment to asphalt or concrete in accordance with manufacturer's recommendations.
- E. For application requiring removal and replacement of existing pavement, meet the requirements of Section 350 for cement concrete pavement; the requirements of Section 334 for Superpave asphalt or Section 337 for FC 9.5 and FC 12.5 asphalt.
- F. Protect treated surfaces from traffic and environmental effect until the area is completely coated / imprinted and any coating have dried or cured according to the manufacturer's instructions. Complete all utility, traffic loop detector, and other items requiring a cut and installation under the finished surface, prior to pattern installation. For asphalt roadways, apply patterned/textured pavement a minimum of 14 days after placement of the adjacent pavement. Upon completion of the installation, the Engineer will check the area at random location for geometric accuracy, as specified in the plans. If any of the chosen areas have an imprint width and depth that is less than the manufacturer's specifications, correct the entire textured area, at no additional cost to the City. Supply the specified pattern and color sample for the Engineer's use to visually determine that the material matches the color specified in the plans. For any continuous or abutting areas, i.e. all treated areas of an intersection, color material must be from the same lot/batch. Provide certification that the textured pavement was installed in accordance with the manufacturer's requirements.
- G. Textured pavement on crosswalks and travel lanes are to be tested for skid resistance in accordance with ASTM E303.

3.0.5. INSTALLATION OF SIDEWALK

- A. Sidewalks at intersections and driveways shall be six (6) inches thick. Driveways shall include a 4-foot section at 2% maximum cross slope as per Standard Details and FDOT Index 522-03.
- B. Sidewalks not at intersections or driveways shall be four (4) inches thick.
- C. The concrete for sidewalk shall be 3,000 psi, with Miami-Dade County's sidewalk color standard match existing.
- D. The concrete shall be reinforced with 6X6-W1.4xW1.4 welded steel wire mesh.
- E. Wherever possible, sidewalks shall be designed with a minimum effective width of 6 feet on residential streets and 8 feet on collectors and arterials. Effective sidewalk widths shall be determined in accordance with the Miami Dade County Standard Details, firstly, and FDOT if not specified.

- F. All wayfinding signage shall be installed in the back of the sidewalk wherever permitted by sight visibility, otherwise 4 feet minimum clear pedestrian path around sign shall be provided.
- G. Repair of Concrete Sidewalk Surface Defects:
 - P. Remove and replace all concrete surfaces that contain surface defects, which includes, but not limited to cracking, cracks which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets and other objectionable and rough conditions and other objectionable conditions deemed unacceptable to the Engineer immediately after form removal. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness.
 - Q. Concrete rejected for any reason is to be removed and replaced, including labor, forms and reinforcing, to meet specifications at no additional cost to the City. Compounds for adhesion or as patching ingredients may be used, if approved by the City or designee. All repair of surface defects to be made require the approval of the City or designee, as to the method and procedure. Approval of the completed work must be obtained from the City or designee.
 - R. Remove existing sidewalk, or curb and gutter to either the nearest joint beyond or to where no remaining section is less than five (5) feet long.

3.0.6. INSTALLATION OF CURB RAMPS

- A. It is the policy of the City of Opa-Locka Public Works Department to install truncated dome detectable warnings on the curb ramps, in compliance with the ADA Standards and PROWAG requirements for detectable warnings on walking surfaces and with FDOT standards. Curb ramps shall be directional and aligned with the crosswalk. Refer to the City of Opa-Locka Street Design Guidelines.
- B. The installation of truncated domes on curb ramp shall be in compliance with the FDOT Index 522-002 and FDOT Specifications Section 527 and associated QPL. This Specification excludes stamped concrete detectable warnings due to poor performance.
- C. The detectable warnings are required to have a dark-on-light or light-on-dark contrast with the surrounding concrete. Use Miami-Dade County' color standard on the detectable warning portion of the curb ramp. The color of the detectable warnings shall be integral with the device material.
- D. Provide certification from an independent testing laboratory that the applied detectable warning device meets the above minimum requirements. Submit this certification for review and approval by the City or designee at least 10 days before the planned installation of any applied detectable warning device.

- E. At least ten (10) days before the first installation of any applied detectable warning device, submit manufacture's installation recommendations and instructions for review and approval by the City or designee.
- F. Special Considerations: 2 curb ramps per corner should always be used unless technically infeasible. US Access Board Public Rights-of-Way Access Advisory Committee strongly discourages single installations where possible because single ramps can:
 - 1. Misdirect blind pedestrians who use the slope of curb ramps as a cue.
 - 2. Increase crossing times for persons who use wheeled mobility aids and can place users into oncoming traffic at small radius corners where it is difficult to provide landing space at the bottom that is wholly within marked crossings.
 - 3. Drivers may not be as alert to persons crossing at the apex of a corner.
- G. If a single diagonal curb ramp is installed because of technical infeasibility, a 48 inches clear space wholly contained within the crosswalk must be provided at the bottom of the curb ramp to allow wheelchair users enough room to maneuver off of the ramp and into the crosswalk

END OF SECTION

02536 PRECAST MANHOLES & COVERS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

This section includes minimum construction requirements for standard sewer manholes and precast concrete wet wells. It also includes precast concrete manhole sections with bell and spigot joints with masonry transition to covering, anchorage, coating/lining and accessories.

1.0.2. REFERENCES:

Unless otherwise indicated, all materials, workmanship and practices shall be in accordance with the current editions of the following standards:

- A. Florida Building Code
- B. ACI 318, Building Code Requirements for Reinforced Concrete; ACI 350 Code Requirement for Environmental Engineer Construction Structures.
- C. PCI MNL 116, Manual for Quality Control for Plants and Production of Precast Concrete Products.
- D. ASTM C62 - Specification for Building Brick (Solid masonry units made from Clay or shale).
- E. ASTM C478 - Precast Reinforced Concrete Manhole Sections. F. ASTM A123 - Zinc (Hot-Dipped Galvanized) Coatings on Iron and Steel Products.

1.0.3. SUBMITTALS, INSPECTIONS

Submit the following information for approval. Fabrication shall not begin until submission has been approved.

- A. Satisfactory evidence that plant and production methods meet the requirements of PCI MNL 116 for the Quality Control of the Precast Plant, Concrete Batch Plant and Testing Lab.
- B. Submit Design mix to the Engineer prior to fabrication.
- C. Complete shop drawings of both concrete structure and castings and showing all dimensions, reinforcement data, concrete strengths, etc. If of a non-standard design or if required by the Engineer of Record submit design calculations and data. All computation shall bear the seal of a Professional Engineer registered in the State of Florida.

- D. Manhole and Wet Wells: The City shall have the option of witnessing the manhole wet well pour, reinforcing or formwork prior to fabrication. Provide the Engineer a schedule of the manhole fabrication at the preconstruction meeting.
- E. Provide a rebar cutting lists for Pump Station Wet Wells. The rebar cut list is not required for standard manholes.
- F. Cylinder breaks shall be done for each lot in accordance with FDOT Standards (max of 50 structures per LOT). The manufacturer shall maintain records of the cylinder breaks for each design mix. The 28-day concrete cylinder break reports shall be submitted to the Department once the 28-day before the project closeout.

1.0.4. QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum five years documented experience. United Concrete Products, Landmark Precast, Concrete Products of the Palm Beaches, TJ Precast, US Concrete Products or Approved equal.
- B. Quality Control Plan approved by the FDOT. The testing laboratory and batch plant shall be included in the FDOT Quality Control Plan.
- C. The Precast Manufacturer shall have a stamp from the Quality Control Manager on each completed precast structure. The Quality Control Manager Stamp shall indicate that the manhole was constructed in accordance with ASTM C478 and Municipality Standards and the date that the structure was fabricated.

1.0.5. TRANSPORTATION

- A. A. The precast concrete structure shall cure for a minimum of 72 hours. Transport of the precast structure to the jobsite is not allowed during the 72 hour curing period.
- B. Comply with all applicable requirements of FDOT Section 450-16 Handling, Storage, Shipping and Erection.

PART 2 – PRODUCTS

2.0.1. MATERIALS

Precast manholes shall conform to the requirements of ASTM C478, latest edition, the Miami-Dade Water and Sewer Department Standard Details and the following:

- A. Properties:
 - 1. Reinforcement of Grade 60 bars. (Pump Station Wet Wells require rebars not wire mesh reinforcing).

2. Concrete 4,000 psi.
 3. Water Cement Ratio: 0.40 to 0.34 Standard Manholes, 0.34 Pump Station Wet Wells.
 4. Waterstops: Ribbed PVC Waterstop with centerbulb.
- B. Cement shall be Type II with a **maximum aggregate size of #57**. Aggregate shall be **well graded** to produce a less porous and stronger concrete.

1. **Gravity Sewer System Manholes:** In sanitary sewage applications, all manholes receiving the discharge of a force main, connecting to a major sewer line or interceptor sewer terminal manhole within a 350 foot radius of the pump station, drop manholes, or where called for in the plans and/or specifications shall have a concrete protective coating or a antimicrobial admixture in the concrete mix.

The antimicrobial admixture in the concrete mix is specified below:

- a. An antimicrobial agent, ConMICShield® , or approved equal, shall be used to render the concrete uninhabitable for bacteria growth.
 - b. Contractor shall mix the liquid antimicrobial additive with the total water content of the concrete mix design in a proportion of 1 gallon per cubic yard. In the case of repairs to damaged concrete a proportion of 2 gallons per cubic yard shall be utilized.
 - c. In some instances all of the concrete in the structure will receive the additive and in other instances only a portion of the concrete will receive the additive. Hence, the Contractor shall apply the additive only as directed in the specific instance.
 - d. Precast Plant shall submit a letter of certification to the Department, stating that the correct amount and correct mixing procedure was followed for all antimicrobial concrete.
 - e. ConMICShield® antimicrobial additive shall be as manufactured by ConMICShield® Technologies, Inc.; 541 Tenth Street NW #233, Atlanta, GA 30318; Phone: (877)543-2094
- C. Minimum shell thickness of manholes shall be eight (8) inches.
- D. Lifting holes through the structure will not be permitted
- E. Three to five courses of brick shall be constructed atop the manhole corbel for height adjustment. Manhole adjustment grade rings may be utilized in lieu of clay bricks.
- F. Precast Joints above Elevation +4.0. and Waterproofing

1. Standard Manhole: Ram-Nek preformed plastic joint filler, Swellseal Hydrophillic Waterstop by Deneef, or approved equal. Apply Non-Shrink Grout both inside and outside of the joint. Wrap the outside Corbel and Exterior joint with a heat activated high shrink membrane.
 2. Pump Station Wet Wells: Ram-Nek preformed plastic joint filler, Swellseal Hydrophillic Waterstop by Deneef, or approved equal. Apply Xypex Concentrate Cementitious Slurry or approved equal to the exterior and interior of the joint between precast members for waterproofing.
- G. Holes for pipe connections, with a diameter equal to the outside dimension of the connecting pipe plus an additional 4-inches, shall be formed in the manhole walls. No cutting or chipping of the pre-formed holes, or cutting additional holes in the precast concrete walls will be permitted.
- H. The bottom slab shall be cast monolithically with the lower section and the longitudinal reinforcement extending into the slab. The free air drop of the mix shall not exceed five feet.
- I. No construction joints will be allowed below an elevation of four feet above mean sea level. Construction joints will be allowed above elevation+4.0, if adequate keyways and waterstops, approved by the Department (Ribbed PVC waterstop with centerbulb), are provided. The Department may approve an alternate joint method in cases of excessively deeper and heavy structures.
- J. Built-in ladders or climbing rungs will not be permitted in any sanitary sewer manhole and only in other structures where shown on the Plans and called for in the specifications.
- K. Openings shall be sealed with hydraulic cement non-shrink grout on both the exterior and interior of the structure.
- L. Furnish manholes with accessories listed under "Manhole Accessories", below.
- M. Lid and Frame: See Section 05550, "Castings".
- N. Waterproofing:
1. Xypex Crystalline Waterproofing Admixture C-1000R with red dye or approved equal, applied at 3% of the volume of Portland cement in the manhole by volume.
 2. Rheomac 300D Admixture as manufactured by BASF with red dye applied at 2% of the volume of Portland cement in the manhole by volume.
 3. The Crystalline Waterproofing Admixture may be used in lieu of painting the exterior of the structure with Bitumastic Coal-Tar Epoxy.

Note: The Engineer may accept certification from the precast fabricator in lieu of the red dye

2.0.2. CLAY BRICK UNITS AND GRADE RINGS

- A. Clay brick shall be used in manhole construction. Clay brick shall conform to ASTM Standard C32, "Building Brick (Solid Masonry Units Made from Clay or Shale)". Bricks shall have true edges and sharp corners and shall have been cured for at least 14 days before being placed in any wall. Under no circumstances shall brick with holes be utilized anywhere in construction of a manhole or other structure unless specifically called out on the Plans or in the Specifications.
- B. Manhole adjustment grade rings may be utilized. Rings shall be made of 100% recycled HDPE and available in cone opening diameters of 24, 27, 30 and 36-inches. Slope adjustment shall be attained by rotation of "wedge" rings from 4.1% to 0% grade. Rings shall have been tested to withstand HS25 loading through at least 1,100,000 cycles without cracking or other damage. Rings shall not be damaged by hydrogen sulfide manhole conditions and shall be waterproof when assembled with approved butyl sealant. Ring shall weigh six pounds or less and be equipped with UV inhibitor. Rings shall have been in successful service in multiple locations within the US for at least ten years and shall be warranted for five years. Rings shall be LadTech, Inc. HDPE Recycled Adjusting Rings or approved equal.
- C. Exterior Shrink Membrane not required on the HDPE Grade Rings.

2.0.3. MORTAR AND GROUT

As specified in Section 04060 and 03600, respectively. Only Type II cement shall be used.

2.0.4. REINFORCEMENT

As specified in drawings firstly, and on Miami-Dade County Standard Details.

2.0.5. SUMP

Where required, formed integrally with the base slab.

2.0.6. CONCRETE PROTECTIVE COATINGS (**Gravity Sewer Manholes**)

- A. For manholes standard manholes that do not have a concrete protective coating or an antimicrobial additive (ConShield) in the mix, coat the interior of the manhole with Bitumastic 300M or approved equal, 16 mils minimum thickness. The manholes with a concrete protective coating or ConShield anti-bacterial admixture shall not have Bitumastic on the interior of the manhole.

Locations that require a Concrete Protective Coating or the Con Shield Admixture:

1. Manholes receiving the discharge of a force main.
 2. Manholes within a 350-foot radius of a pump station wet well.
 3. Drop manholes (if a drop connection is added to an existing manhole the existing manhole shall be rehabilitated with a concrete protective coating).
 4. Any manhole location determined by the Engineer to have the probability of generating large quantities of sewer gas.
- B. All concrete protective coating systems shall be pre-approved by the Water and Sewer Department based on testing done within the WASD system. Only products that have had a successful test application within the Miami-Dade Water and Sewer Department system and approved by WASD forces shall be allowed.

PREAPPROVED PRODUCTS LIST- concrete protective coatings (standard manholes)

1. Available Manufacturers: The manhole coating products below have passed the WASD testing protocol and have been approved for use for rehabilitation of standard manholes. The manhole rehabilitation products shall be used as a complete system with no third party products used unless approved in writing by the coating manufacturer. A one year warranty on the complete coating system from the project completion is required.
 - a. Uroflex as manufactured by Epoxytec International
 - b. PPC as Manufactured by Polymorphic Polymers Corporation
 - c. SP15 Spray Mortar, Sewer Guard HBS 100 Epoxy Liner by BASF
 - d. Permaform MS-10,000 Fortified with ConShield or Cor-Guard Epoxy
 - e. SprayRoq, Spray Wall and SprayShield GT Coating
 - f. GEOKRETE System as manufactured by Quadex
 - g. Mainstay DS-5 High Build Epoxy, Mainstay ML-72 Restoration Mortar
 - h. GML Coating System: Green Monster Epoxy, GML-30 and GML-60 Epoxy Cement
 - i. Raven Lining System: Raven 405 Epoxy, Raven 755 Epoxy Mortar
2. The manhole chimney shall utilize a flexible concrete protective coating. The acceptable flexible interior coatings for the manhole Chimney are Epoxytec Uroseal, Uroflex or Geokrete.

- C. Due to the probability of sewer gas generation, all manholes receiving the discharge of a force main, connecting to a major sewer line or interceptor sewer, drop manholes, or within a 350-foot radius of the terminal manhole immediately upstream of the pump station shall be either constructed of concrete containing Con^{MIC}Shield® antimicrobial additive or lined on all interior concrete surfaces with a pre-approved concrete protective coating or approved equal. Concrete protective coating system shall fully protect openings, such as for pipes, to insure that corrosive attack cannot take place at these locations. Protective system design for these areas will be checked as shop drawings. Note that boot systems are not accepted by the Department.

Since the proprietary grouts used to close the annular area between the manhole wall and pipe entering or leaving the manhole are not compatible to the addition of Con^{MIC}Shield® these areas require liner or coating (as acceptable to the Engineer) protection even in manholes constructed of concrete containing this material.

- D. All manhole exterior surfaces, from finished grade to base, shall be coated with Carbolite Bitumastic 300M, 2 coats 16 mils minimum thickness or have Xypex/BASF Crystalline Waterproofing Admixture, applied at 2 to 3% of the volume of Portland cement in the manhole by volume. The Crystalline Waterproofing Admixture may be used in lieu of painting the exterior of the structure with Bitumastic Coal-Tar Epoxy.
- E. If Con^{MIC}Shield® anti-microbial agent is used, interior coating and liners can be eliminated except as specified above. 2.07 CONCRETE ADDITIVE AND PROTECTIVE COATINGS (Pump Station Wet Wells).

2.0.7. MANHOLE ACCESSORIES:

All new sanitary sewer manholes shall be furnished with the following items. Where existing manholes will be modified or are scheduled to be refurbished, rehabilitation shall also include the following items unless otherwise approved by the Department.

- A. Provide concrete protective coating system for manholes installed in locations identified to have high levels of sewer gas.
- B. Provide high density polyethylene manhole infiltration inserts in accordance with Section 02625, unless the Department requires the installation of stainless steel insert.
- C. Exterior Shrink Membrane on Corbel and Exterior Joint; On all manholes (excluding the HDPE grade rings) install a heat activated, high shrink membrane, on the manhole's exterior, at each section joint and from the cast iron frame to the corbel section. Membrane shall be Wrapid Seal, by Canusa Corrosion Protection and Sealing, or approved equal with the following properties:

PRODUCT COMPONENT	PROPERTY	TEST STANDARD	UNIT	RESULTS
ADHESIVE	Softening Point	ASTM E28	Deg. C (Deg. F)	100 (212)

	Lap Shear Strength	DIN 30 672	N/cm2 (psi)	8 (12)
BACKING	Tensile Strength	ASTM D638	MPa (psi)	20 (2900)
	Elongation	ASTM D638	%	600
	Hardness	ASTM D2240	Shore D	46
	Abrasion Resistance	ASTM D1044	mg	45
SLEEVE	Peel Strength	ASTM D1000	N/cm2 (psi)	15 (9)
	Water Absorption	ASTM D570	%	0.05
	Low Temp. Flexibility	ASTM D2671D	Deg. C (Deg. F)	-40 (-40)

PART 3 – EXECUTION

3.0.1. EXCAVATION

- A. Refer to Section 02314, "Excavation, Backfill and Fill for Structures" for specific procedures, requirements and testing methods appurtenant to the work under this Section.
- B. Excavation shall extend to a level 12-inches below the level of the outside bottom of the base slab. If necessary, provide sheeting and shoring for the excavation.
- C. Backfill resulting excavation with drainfield limerock or specified bedding material to a level to receive the structure at the proper elevation.

3.0.2. GENERAL INSTALLATION

- A. The precast base shall be set level, with the walls plumb on the graded crushed rock bedding.
- B. B. If any surfaces of structures are exposed to view and to a depth of 6 inches below grade, the Contractor shall fill all depressions and all air holes with mortar, dampen surfaces, and apply an approved bonding agent then spread slurry, consisting of one part cement and one and one-half parts sand, by damp loose volume, on the surface with clean burlap pads and sponge rubber floats. The Contractor shall remove any surplus by scraping and then rubbing with clean burlap. Finish surface shall be suitable to receive paint.

3.0.3. INSTALLATION OF MANHOLES

- A. Place base slab and manhole sections plumb and level. Coat exterior of precast structure with Bitumastic 300M or approved equal. Install heat activated, high shrink membrane, on the manhole's exterior, at each section joint and from the cast iron frame to the corbel section.

- B. During all backfilling operations, the backfill level shall be kept even on all sides of the structure. Exercise every precaution to prevent damage to, or unplanned loading of, the structures and its appurtenances.
- C. Lay clay brick in running bond. A minimum of three and a maximum of five courses shall be constructed atop each manhole corbel. Lay masonry units in full bed of mortar, with full head joints, uniformly jointed with other work. Stucco inside and out with 3/4-inch of mortar.
- D. Set cover frames and covers level without tipping, to correct elevations.
- E. Exterior surfaces of all structures shall be painted prior to the installation as specified elsewhere herein.
- F. Openings shall be sealed with non-shrink grout. No expanding grout shall be allowed.
- G. After satisfactory installation and testing, all interior concrete surfaces of the new manhole shall be seal coated in accordance with Section 2.06-A.
- H. The invert channels of the manhole shall be formed of brick or brick rubble thoroughly bedded and covered with sand-cement grout, accurately shaped to a semi-circular bottom conforming to the lower half of the connecting sewer pipe. Steep slopes outside the invert channels shall be avoided. Changes in size and grade shall be made gradually and evenly. Changes in the direction of the sewer or entering branch shall be a smooth curve with radius as long as practicable.
- I. It shall be the Contractor's responsibility to assure that the frames and covers are set to match proposed finish paving grades at the manhole locations.
- J. Gravity sewers shall connect to the manholes in accordance with Standard Details SS 7.0 and Section UC-250 "Gravity Sewer Systems".

3.0.4. ALTERNATE INSTALLATION

Installation methods given below in this Section shall only apply if permission is granted by the Engineer of Record to use the "Alternate Method of Construction" as specified elsewhere herein. All provisions of that Section shall be applied to the installation of the structures with the specific modifications as follows:

A. Excavation

Excavation shall be carried to a depth of two feet below the bottom of the base slab.

B. Special Bedding

1. Bedding shall be crushed stone or gravel meeting the requirements of ASTM Standard C33 "Concrete Aggregates", latest edition, gradation 67.

2. The bedding shall be placed in the excavation from cut bottom to the level of the bottom of the slab. Thereafter it shall be thoroughly rammed and tamped by use of a crane and weight or other means suitable to the Engineer of Record to provide a stable base for the structure. Tamping and, if necessary, additional filling shall be carried on until the Engineer of Record is satisfied that a suitably stable base has been created for the structure.

C. Backfill

1. After the structure is installed, special bedding material as specified immediately above shall be carefully hand or machine tamped around the structure up to a level of no more than eighteen inches above the water level. Thereafter the procedures and materials specified for backfill and compaction, shall be used to complete the installation.
2. During all backfilling operations the backfill level shall be kept even on all sides of the structure and the Contractor shall exercise every precaution to prevent damage to, or unplanned loading of, the structure or its appurtenances.

END OF SECTION

02615 CONCRETE PROTECTIVE LINER SYSTEM FOR PRECAST STRUCTURES

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. Furnish and install all labor, materials, equipment, and incidentals required to supply polypropylene, random copolymer (PP-R) concrete protective liner in the precast wet wells and manholes as required and as shown on the plans. The liner system shall be AGRU "SureGrip" PP-R Concrete Protective Liner, or approved equal polypropylene lining, as installed by U.S. Precast Corporation, Miami, Florida and Joelson-Taylor Concrete Products at Venice, FL, Deland, FL and other locations in this state.
- B. PP-R concrete protective liner shall be designed and installed by the manufacturer of the precast structure to protect the structure's interior surfaces from chemical attack and microbial corrosion, and to facilitate the prevention of ground water infiltration. A watertight seal between the ring and cover, or access hatch, and the liner, must be incorporated into the design. Additionally, the liner must be sealed at the bottom of the concrete structure's wall with a waterstop assembly thermo-welded to the wall liner, or with continuous liner coverage over the top of the base slab. All construction joints must be sealed by extrusion welding the liner seams together to form a continuous and flexible seal between structure sections.

1.0.2. SUBMITALS

- A. The contractor shall submit for review a detailed CAD shop drawings for each type of structure to be used on the project. These drawings shall detail the precast structure, per the design specified for the project, and shall show the concrete protective liner's placement on the structure's interior wall surfaces, at the construction joints, at pipe and other conduit connections, and at the adjustment area between the precast structure and the ring and cover. A manhole frame sealing system, in accordance with Section 02620, may be used in lieu of liner at the adjustment area.
- B. The contractor shall provide, upon request, detailed thermo-welding and weld testing procedures, and supply to the engineer, upon request, a copy of the liner manufacturer's certification of training for those personnel performing the welding.

PART 2 – PRODUCTS

2.0.1. PHYSICAL PROPERTIES

- A. The PP-R liner shall be free of pores, pinholes, voids and foreign bodies. All anchoring studs shall be manufactured during the extrusion process in one piece with the sheet. No welding to attach the studs to the sheet or mechanical finishing work is permitted. All welding rod, profile strips, cap strips and polyester backed transition wrapping shall be manufactured from the same resins by the same manufacturer. The liner

manufacturer shall be ISO 9001 certified.

B. The characteristic values of the raw materials shall be as follows:

PROPERTY	TEST METHOD	UNIT	STD. VALUE
Density	ASTM D 792-86	G/cm ³	.898
Melt Flow Index	ASTM D 1238-88	G/10min	(190/5)
Heat Reversion	ASTM D 1637-83	%	< 2
Yield Stress	ASTM D 638-89	PSI	> 2,900
Elongation of Yield	ASTM D 638-89	%	> 10
Elongation at Break	ASTM D 638-89	%	> 50
Fire Classification	UL 94		V2
Electric Conductivity			10 ¹³
Resistances to Pull-Out	SKZ Test Directives	T/m ² T/ft ²	30 3
Maximum Working Temperature		C F	90 degrees C. 194 degrees F.

2.0.2. CONFIGURATION

- C. Studded PP-R liner sheets shall have a minimum design thickness of 2 mm (.079 inches) and have a minimum of 39 wedge shaped anchoring studs per square foot of liner. Minimum stud height shall be no less than 9 mm (.39 inches) with a minimum length of 14 mm (.55 inches). Anchoring studs must be capable of resisting continuous hydraulic backpressure, to a minimum of 40 feet of hydraulic backpressure, exerted between the interior wall of the concrete structure and the anchoring stud side of the protective liner.
- D. Non-studded PP-R cap strips, used to bridge construction joints, shall have a minimum design thickness of 2 mm (.079 inches). Polyester backed non-studded PP-R transition sheets, used for the purpose of bonding PP-R to dissimilar materials, shall be attached to the PP-R sheet during the extrusion process.
- E. The lining system shall be designed to be repaired, or modified, at any time during the design life of the system.

PART 3 – EXECUTION

3.0.1. INSTALLATION

- A. The installation of the PP-R concrete protective liner into precast wet wells and manholes shall be accomplished only by a precast concrete manufacturer certified by the liner manufacture, with a minimum of five years of manufacturing experience, and

- a minimum of five years experience in the installation of corrosion resistant thermoplastic sheet liners in concrete structures. Upon request, the liner installer shall provide written certification that the installation is in accordance with the liner manufacturer's installation specifications.
- B. Placement of the liner on forms shall conform to the liner manufacturer's written instructions. All shop and field welding shall be performed only by thermoplastic extrusion welders certified by the liner manufacturer. All field thermo-welding shall additionally be performed only by confined space trained, and certified personnel.

END OF SECTION

02745 PAVEMENT REMOVAL AND REPLACEMENT

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. Work included under this Section covers the furnishing of all labor, equipment and material required for cutting, removing, protecting, constructing, replacing or stabilizing all existing roadways, driveways and pavements of the various types encountered, removed or damaged under this Contract.
- B. In addition, all existing utility castings, including valves boxes, junction boxes, handholes, pull boxes, inlets and similar structures in the areas of trench restoration, pavement replacement and pavement overlay shall be adjusted by the Contractor to bring them flush with the surface of the finished work.

1.0.2. QUALITY CONTROL

- A. The phrase "FDOT Specifications" shall refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. The FDOT Specifications, are referred to herein and are hereby made a part of this Contract to the extent of such references, and shall be as binding upon the Contract as through reproduced herein in their entirety.

1.0.3. DAMAGE BY CONTRACTOR

- A. The Contractor shall be responsible for the protection from damage from his construction operations, all pavements, including all base courses and surface courses, within the work area.
- B. Payment for pavement restoration will be made only where such base courses or surface courses are encountered within the limits defined in the pavement repair details shown on the Plans and/or in the City Standard Details at the rear of the Specifications.
- C. Any base course or surface course beyond those limits, damaged as a result of the Contractor's operation, shall be restored in accordance with the applicable requirements of these specifications, to the satisfaction of the City, and to the satisfaction of the governing authority having jurisdiction over the work area.
- D. Any damage to adjacent lanes of pavement will require the Contractor to resurface the entire lane width for a length, as approved by the City. When the damage amounts to 25 percent or more in any one block (approximately 600 feet), the Contractor shall resurface the entire width of the lane in which the damage occurred for the entire block.
- E. The Contractor is hereby notified that wherever the line for repaving for trenches extends one foot into the edge of the existing paving, he shall repave to this edge only. Full lane paving will not be required. Damage to the pavement beyond this line by the

Contractor will require that he repave the full width.

- F. In order to protect himself from being held liable for any existing damaged pavement, including detour routes, the Contractor is advised to notify in writing the authority having jurisdiction over the street where such defective pavement exists prior to proceeding with any work in the vicinity. A copy of all such notices shall be forwarded to the City.
- G. No payment shall be made for pavement restoration which falls outside the above described limits and is required for thrust blocks and other appurtenant items. The cost for such work shall be included in the price bid for the applicable item.
- H. It is brought to the Contractor's attention that wherever the line of the nominal repaving for trenches extend to within two (2) feet of the edge of the existing paving, he shall repave to this edge.

PART 2 – PRODUCTS

2.0.1. MATERIALS – GENERAL

- A. Lime rock Base shall be as specified in Section 02526 “Concrete Pavement, Curb and Walkways”.
- B. Asphaltic Pavement, Prime Coat and Tack Coat shall be as specified Section 02750 “Asphaltic Concrete Pavement”.
- C. Sand cover material shall be clean and non-plastic, and shall be composed of hard durable grains, free from loam, silt rock particles and shall not contain any sticks, vegetation, grass, roots or organic matter. Local sand meeting such requirements may be used. Sand shall be subject to approval by the City.
- D. 1:10 Mix: Sand-cement mix for backfill within state roads shall be a 1:10 mix of Type I or II Portland Cement and Sand that shall produce a slump of 4 to 6 inches.

2.0.2. BITUMINOUS PAVING MATERIAL

Asphalt cement for asphaltic concrete mixes shall be Viscosity Grade AC-20 or AC-30, homogeneous, free from water and shall meet the requirements of FDOT Specifications, Section 916-1. Unless otherwise specified, all test samples required shall be supplied by the Contractor. For friction courses, in addition to meeting the above requirements, the bituminous material shall contain 0.5% of a heat-stable, anti-stripping additive from an approved source.

- A. Asphaltic Concrete - Type S-I Mix shall meet the requirements of FDOT Specifications for Type S-I Asphaltic Concrete, Sections 330, 331 and 916 of FDOT Specifications.
- B. Asphaltic Concrete - Type I Mix shall meet the requirements of Miami-Dade County Public Works Department Specifications for Type I Asphaltic Concrete Surface Course, Section 133 of the Public Works Manual.

- C. Asphaltic Concrete - Type III Mix for asphaltic concrete wearing surface overlay, both machine laid and standard (skin patch), shall meet the requirements of FDOT Specifications for Type III Asphaltic Concrete, Section 333-1 through Section 333-6.
- D. Type V paving repairs shall consist of a machine-laid asphaltic concrete wearing surface overlay, which shall be a nominal one-inch thick asphaltic concrete, meeting the material requirements of Type I repairs. See subsection 3.07, below.
- E. Asphaltic Concrete - Type FC-1, FC-2, FC-3 and FC-4 shall meet the requirements of D.O.T Specifications for Friction Courses, Sections 337-1 through Section 337-7.
- F. Emulsified Asphalt for Slurry Seal Coat shall be of the slow-setting, mixing type and shall be homogeneous, meeting the requirements of the Asphalt Institute, Grade SS-1 or SS-1h.
- G. Liquid Asphalt for Prime and Tack Coat: See Section 02741.
- H. Liquid Asphalt for Sand and Asphalt Paving shall be asphalt cement, viscosity Grade AC-5 or emulsified asphalt, Grade RS-2 (anionic) conforming to the requirements of FDOT Specifications, Section 916-1 and 916-4, respectively.
- I. Mineral Aggregate for Slurry Seal Coat shall consist of screened sand or limestone screenings or gray granite screenings or a mixture of sand and screenings plus not less than 3%, by weight, of Type I or Type II Portland cement.

PART 3 – EXECUTION

3.0.1. INSTALLATION – GENERAL

- A. Permanent pavement repair shall be in accordance with the details shown in the Standard Details herein, with edges straight and parallel and patches rectangular in plan. Replace any paving, beyond the limits shown in the details and as called for in the specifications, as required. Where trenches are located out of the existing pavement and damage occurs to the pavement, that pavement shall also be replaced by the Contractor.
- B. Pavement markings removed or obliterated by the Contractor's operations shall be promptly replaced, in kind, to the satisfaction of the City of Opa-Locka Public Works Department.
- C. All equipment necessary for construction shall be on the job site in first class working condition. Spilling or dropping of petroleum products is prohibited and all defective equipment shall be removed or replaced immediately. The Contractor shall be subject to all DERM (Department of Environmental Resources Management) regulations and clean up requirements.
- D. The percentages of maximum density for subgrade and lime rock base specified herein are minimum. Greater percentages of maximum density shall be obtained, if so required, by the governing authority having jurisdiction over the work location.

- E. Asphaltic concrete mixtures shall be obtained only from plants which comply with the requirements of FDOT Specifications, Section 320 as applicable, using materials specified herein, and producing the specified mixture. General construction requirements for all hot bituminous mixtures specified herein shall conform to FDOT Specifications, Section 330, as applicable.
- I. Asphaltic concrete shall be laid only where the surface to be covered is intact, firm, cured and dry, and only when weather conditions are suitable. The temperature of the mixture at the time of spreading shall be within 25°F of the temperature set by the Engineer. No mixture shall be spread when the air temperature is less than 40°F nor when the spreading cannot be finished and compacted during daylight hours.
- F. Any mixture caught in transit by a sudden rain may be laid at the Contractor's risk, if the base is in suitable condition. Under no circumstances shall asphaltic material be placed while rain is falling, or when there is water on the area to be paved.
- G. Subgrade: Roadway subgrades shall be stabilized to the minimum depth shown on the drawings to a Lime rock Bearing Ratio of not less than 40. Stabilizing shall be Type B as defined in Section 160 of the FDOT Specifications. Stabilization may require the addition and thorough mixing in of crushed lime rock, coarse lime rock screenings, or any other stabilizing material acceptable to the City. The stabilizing material shall be applied in such quantity that, after mixing and blending, the subgrade will have a LBR of not less than 40. Stabilizing material shall be mixed or blended in the subgrade material by plowing, scarifying, disking, harrowing, blading and mixing with rotary tillers until the mixed materials are of uniform bearing value throughout the width and depth of the layer being processed.
- H. At least three density determinations shall be made on each day's final compaction operations on each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the City.
- I. Lime rock Base: The lime rock base shall be constructed in accordance with Sections 200 and 911 of the FDOT Specifications, to the thickness and width indicated on the drawings.
- J. After spreading of the base material is completed, the entire surface shall be scarified and shaped so as to produce the exact grade and cross section after compaction. For double course base, this scarifying shall extend a depth sufficient to penetrate slightly the surface of the first course. The maximum depth of each lift shall be 8-inches.
- K. When the material does not have the proper moisture content to ensure the required density, wetting or drying shall be required. If the material is deficient in moisture, water will be added and uniformly mixed in by disking the base course to its full depth. If the material contains an excess of moisture, it shall be allowed to dry before being compacted. As soon as proper conditions of moisture are attained, the material shall be compacted to an average density not less than 98 percent maximum density as determined in more than one course, the density shall be obtained in each lift of the base.
- L. During final compacting operations, if blading of any areas is necessary to obtain the

true grade and cross section, the compacting operations for such areas shall be completed prior to making the density determination on the finished base.

- M. Unless otherwise directed by the Engineer of Record, the surface shall be "hard-planed" with a blade grader immediately prior to the application of the prime coat to remove the thin glaze or cemented surface and to allow free penetration of the prime material. The materials planed from the base shall be removed from the base area.
- N. If cracks or checks appear in the base, either before or after priming, which in the opinion of the City, would impair the structural efficiency of the base course, the Contractor shall remove such cracks or checks by rescarifying, reshaping, adding base material where necessary and recompacting.
- O. Mixing Base and Subgrade: If at any time the subgrade material shall become mixed with the base course material, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.
- P. Asphaltic Concrete: The spreading, compacting and jointing the wearing surface shall be in accordance with Sections 330 and 331 of the FDOT Specifications to the thickness indicated on the drawings.

3.0.2. TEMPORARY PAVING

- A. Prior to commencing excavation, the asphalt surface shall be saw-cut within the limits of the allowable trench width. Temporary paving will be required along the entire route where the original paved surface is removed. Unless otherwise approved by the City, temporary paving shall be placed the same day the trench is backfilled. The trench shall be backfilled up to a level 1 inch below the existing pavement surface and a temporary, cold mixed sand/asphalt pavement shall be constructed up to the level of the existing pavement surface. The liquid asphalt shall be Grade RC-70, conforming to the requirements of FDOT Specifications, Section 916-2. The sand shall conform to the requirements of FDOT Specifications, Section 902.3 for fine aggregate.
- B. The cold mix is to be installed one block at a time, not crossing any intersection, or a maximum of 1,200 feet shall be completed before the Contractor may move forward with his excavation work. Backfill, compaction and temporary paving is to keep pace with the pipe installation. Written permission must be obtained from the City permitting the work to allow greater lengths than 1,200 feet. Permitting agencies may reduce the allowable limits in their permit, or for other unforeseen right-of-way conditions.
- C. Prior to completion of the work and within a maximum of 30 calendar days, the Contractor shall remove the 1 inch of cold mix and surplus backfill. The Contractor shall replace it with the specified compacted lime rock base course and asphaltic within the specified working limits. Municipal agencies permitting this work may accelerate the time for removal of the cold mix, at their discretion.

- D. The temporary pavement shall be maintained by the Contractor in a condition satisfactory to the City until its removal. Removal shall include any surplus backfill material. Replacement of the temporary pavement with permanent pavement shall be made within 30 days. In replacing the temporary paving with permanent pavement, all work shall be completed in sections compatible with specified traffic maintenance procedures.
- E. The Contractor may elect to install a suitable temporary hot mix asphaltic pavement, to be left in-place, in lieu of cold mix, when the hot mix asphalt is left in-place and installed over properly compacted lime rock base course. This temporary pavement shall be incorporated into the specified permanent pavement restoration as part of Type I paving restoration.
- F. Sand seal on the lime rock base course will not be permitted in lieu of temporary paving.
- G. Unless otherwise approved by the City, temporary paving, shall be placed within twenty-four hours following the completion of backfilling.

3.0.3. TYPE I PAVING REPAIR (LIMEROCK BASE - ASPHALTIC CONCRETE SURFACE)

- A. Type I paving repairs shall be made with an 8-inch thick compacted lime rock base and a minimum 1-inch thick asphaltic concrete surface, as detailed in the Standard Details. On Public Works roads asphaltic concrete shall have a compacted thickness of 2-inch, placed in a minimum of two (2) compacted 1-inch lifts.
- B. Limerock for pavement base shall be Miami limerock obtained from local sources where the overburden was removed from the pits prior to mining operations. The limerock shall comply with the requirements of FDOT Specifications, Section 911.
- C. The backfill previously placed and compacted shall be excavated to the required depth below the existing road surface and the existing paving shall be cut back beyond all excavations, using an abrasive disc saw to trim the edges to straight and true lines, minimum width for the lime rock base shall be equal to the trench width plus 2 feet. Eight inches of lime rock base shall be placed in two layers, each layer compacted to not less than ninety-eight percent (98%) density in accordance with Section 200 of FDOT Specifications. During rolling, the base shall be wetted down, as necessary, to secure the greatest possible compaction. After rolling, the entire surface of the base shall be thoroughly scarified to a depth of not less than 3 inches and shaped to conform to and be parallel with the existing surface, then watered and rolled again. Rolling and watering shall continue until the entire depth of the base is bonded and compacted into an unyielding mass.
- D. If at any time the subgrade material becomes mixed with the lime rock base course materials, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean rock which shall be watered and rolled until satisfactorily compacted.
- E. After the lime rock base course has been properly prepared and is dry and ready to receive the wearing surface, a tack coat of emulsified asphalt, in accordance with

Section 02741, shall be applied at a rate of 0.10 gallon per square yard, immediately followed by the asphaltic concrete. The tack coat shall be applied to the entire lime rock base uniformly, and shall thoroughly coat all surfaced. Care shall be taken to tack coat and bond the edge of surrounding pavement.

- F. The asphaltic concrete shall be plant mixed, using the best grade of local aggregates of approved size and gradation and mixed with an approved binder and conforming to either the State of Florida Department of Transportation Specifications, Type S-1 Asphaltic Concrete, Sections 330, 331 and 916 of FDOT Specifications, or Miami Dade County Public Works Type I, as ordered by the Engineer of Record.
- G. Where the width of the repair permits, the asphaltic concrete plant mix material shall be placed by means of an approved mechanical spreader and finisher. The mixture shall be compacted to true grade and cross section by means of a tandem roller weighing not less than eight tons. The compacted asphaltic concrete mixture shall not be, in any case, less than one inch in thickness. Rolling shall proceed as closely behind the spreader as possible and all material shall be completely compacted the same day it is placed. The minimum width of the wearing surface shall be the same as the base.

3.0.4. TYPE IV PAVING REPAIRS (CONCRETE SLAB – RIGID PAVEMENT)

- A. Type IV repairs will be used when the restoration work falls within the limits of existing rigid pavement.
- B. Paving repairs shall be similar to Type III paving repairs except that No. 4 reinforcing steel bars spaced 12 inches on centers both ways shall be substituted for the mesh reinforcement, and the slab shall be 8 inches thick instead of 6 inches, with the top of the concrete matching the elevation and finish of the existing pavement. The asphaltic concrete surface course is not required.

3.0.5. TYPE V PAVING REPAIRS (ASPHALTIC CONCRETE WEARING SURFACE OVERLAY)

- A. Type V paving repairs shall be made where noted on the plans and/or as ordered by the Engineer or Record. Type V paving repairs shall consist of a machine-laid asphaltic concrete wearing surface overlay, which shall be a nominal one-inch thick asphaltic concrete, meeting the material requirements of Type I repairs, as specified hereinabove. As used herein, "overlay" shall mean Type V paving repairs. A special wearing surface may be substituted, if required.
- B. In general, the overlay shall be applied in a full lane width or widths, after the permanent paving repairs over the trench have been made. Type V is usually in addition to required Type I repairs. Since the quantity of Type V repairs that may be required is usually unknown until pavement restoration work begins, Type V repairs may be established in the Proposal on a contingent basis.
- C. All longitudinal and transverse asphalt replacement overlay wearing surfaces shall butt into adjacent existing asphalt wearing surfaces in full lane asphaltic pavement restoration. The finish elevation of the new full lane overlay shall meet existing elevations adjacent to the new work.

- D. The existing asphaltic concrete surface shall be saw cut for its full depth or 1-inch minimum, and then stripped back for at least 2 feet into the area to be overlaid to a second cut which shall also be in clean straight lines. The second, or interior, cut edge shall be rolled with a tandem roller weighing not less than 8 tons before the overlay is applied. The stripped area shall be used to provide a smooth transition or "feather" area between the overlay and the existing pavement. Before placing the overlay, all cut edges and the surface of the stripped area shall be tack coated with emulsified asphalt as specified herein below.
- E. If the Contractor requests in writing to "feather" the longitudinal edge, and if written permission is granted to "feather" the asphalt by the City a sanded mix of 70-30 type shall be used. "Feathering" shall begin 18 inches from the tapered edge.
- F. Prior to installing a full lane width overlay over existing asphaltic pavement the trench and shoulders over the pipe shall be sawcut and filled with asphaltic concrete to the required depth, terminating flush with the existing adjacent asphalt in accordance with the municipality having jurisdiction over the work for Types I, II or M. Type V overlay will be installed as detailed above.
- G. When a minor amount of asphalt surface will remain, generally with large pipe installations, after the pipe has been installed and the required longitudinal saw cutting of the asphaltic pavement completed, the Contractor may request permission to remove all the asphalt in the lane, by saw cutting the asphalt adjacent to the existing lane, then placing the Type V overlay flush with the adjacent asphalt. This would require that the Type I, II or M finish elevation be lowered 1 inch to allow for the Type V overlay.
- H. Before the overlay is applied, existing surfaces shall be swept clean of all dirt and debris, using a power driven broom if warranted by the size of the location to be overlaid and/or as ordered by the City. Pavement edges shall be cleared of all encroaching vegetation, loose sand, rock and all other foreign matter. When the existing surface is thoroughly clean, a tack coat of Emulsified Asphalt Grade RS-2 (anionic) shall be applied at the rate of approximately 0.10 gallon per square yard, immediately followed by the asphaltic concrete overlay.
- I. Machine-laid overlay shall be placed by means of an approved mechanical spreader and finisher, and the mixture shall be compacted to true grade and cross section by means of a tandem roller weighing not less than 8 tons.
- J. The compacted overlay shall be thicker as required to produce a smooth uniform surface free of any irregularities but shall not be less than one inch in thickness. Existing depressed areas in the asphaltic pavement, which could collect water after a rainfall shall be corrected before placing the asphaltic overlay. Rolling shall proceed as close behind the spreading of the asphaltic overlay as possible, and all materials shall be completely compacted the same day it is placed.

3.0.6. SLURRY SEAL COAT

- A. Slurry-seal repairs shall be made where ordered by the Engineer of Record or the City.

- B. Before any material is laid, the existing surface shall be cleaned with brooms or power blowers. Vegetation which has overgrown the edges shall be removed. All cracks, potholes and depressions shall be brought up to grade with bituminous concrete skin patching.
- C. A tack coat, if required, shall consist of emulsified asphalt SS-1h, diluted with 3 parts of water, sprayed and squeegeed or broomed at a rate of 0.1 to 0.2 gallons per square yard.
- D. A minimum thickness of 1/8-inch to a maximum of 1/4-inch of slurry mix shall be spread by a drag distributor at a maximum rate of 180 feet per minute. Any ridges or surplus material shall be smoothed by hand squeegee. The pavement shall be kept damp with a fog spray just ahead of the machine.
- E. A second coat shall not be applied to, nor traffic permitted to drive upon, the first application until it has thoroughly dried. (A dry condition is such that an automobile tire track does not show after driving on the surface).

3.0.7. ASPHALT COLD MILLING

- A. Cold milling of the existing pavement for a 1-inch depth shall be done by using an automated pavement planer capable of maintaining an accurate depth. Cold milling equipment shall meet the approval of the Engineer and the governing agency having jurisdiction at the location of the pavement milling operation. The Engineer's word as to the acceptability of the equipment shall be final
- B. After the pavement has been milled and the existing pavement removed, a tack coat shall be applied as specified above.
- C. The required width of 1-inch thick asphaltic concrete wearing surface of the specified wearing course shall be applied in accordance with the above specifications.
- D. The Contractor shall perform asphalt cold milling where called for on the plans or as required for a complete installation, when approved or requested by the City. Cold milling shall be done using an automated pavement planer capable of maintaining an accurate depth. Cold milling equipment shall meet the approval of the City and governing agency having jurisdiction at the location of the pavement milling operation. All charges for maintenance of traffic, transportation of personnel, equipment and other mobilization charges shall be considered as incidental to the cold milling operation.
- E. Cold asphalt milling shall be provided to improve the rideability of the finished pavement, lower the finished grade adjacent to an existing curb prior to resurfacing or to completely remove existing pavement. The overall length of the milling machine (excluding the conveyor) shall be a minimum of 18 feet, and having a minimum cutting width of six feet. The milling operation shall be operated to effectively minimize the amount of dust being emitted from the machine. Prewetting of the pavement may be required. In areas where milling is to be performed around the City utility structures such as manholes, valve boxes etc., proper caution shall be taken as not to damage any of the structures. Saw-cutting of the concrete surrounding the structure and using

a pick or other means so as not to disturb the structure shall be employed to prevent any damage. Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a power broom or other approved equipment to remove to the greatest extent practicable, the fine material which will dust under traffic. This operation shall be conducted in a manner so as to minimize the potential for creating a traffic hazard and to minimize air pollution.

- F. The milling operation shall be continuous so as to complete each site without any delays. All milling operations shall be coordinated by the City Inspector.
- G. Traffic maintenance charges shall include the installation and maintenance of all traffic control and safety devices, in accordance with specifications outlined in the Dade County Public Works Manual. In addition, the Contractor shall provide all barricades, flashing warning lights and/or arrow boards necessary to maintain safety and warn motorists of the construction.

3.0.8. REPAIR OF DAMAGED PAVEMENT

- A. All damage to pavement by the Contractor as a result of Work under this project shall comply with "DAMAGE BY CONTRACTOR", above, and shall be repaired in a manner satisfactory to the City. The repair shall include the preparation of the subgrade, the placing and compacting of the lime rock base, the priming of the base, the placing and maintaining of the surface treatment, all as specified herein.
- B. The width of all repairs within the work area shall extend at least 12 inches beyond the limit of the damage. The edge of the pavement to be left in place shall be cut to a true edge with a saw or other acceptable method so as to provide a clean edge to abut the repair. The line of the repair shall be uniform with no irregularities. Repair of damage by the Contractor beyond the work area shall be approved by the governing agencies having jurisdiction over the work prior to commencing the work.

3.0.9. CONCRETE PAVEMENT REPAIR

- A. This type of repair shall be made only on Florida Department of Transportation roadways when the original pavement is concrete.
- B. The existing pavement shall be saw cut in straight lines as outlined by the City at the location of the replacement. The pavement shall be removed and the fill shall be mechanically compacted to 98% of the maximum density obtainable as determined by AASHTO Standard T-180. The fill in the trench and shoulders shall be brought to a depth equal to the thickness of the existing concrete pavement, but not less than 8 inches in any case. The opening thus formed, shall be filled with concrete having a design strength of 5,000 psi and made with High Early Strength Cement. The concrete slab shall be reinforced with ½ inch steel reinforcing rods, 12 inches on center each way, placed 2 inches above the bottom of the slab. The surface of the slab shall be struck off with a screed and finished with a wood float and brush to conform to the grade and finish of the existing pavement. Apply liquid curing compound after initial set. The Contractor shall provide adequate means to protect the slab until it has cured sufficiently to withstand vehicular traffic without spalling or breaking apart. Construction joints and expansion joints in the original pavement shall be reproduced

in the repair with matching materials.

END OF SECTION

02765 PAVEMENT MARKINGS AND TRAFFIC SIGNS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

This section consists of pavement markings and traffic signs on the Drawings, specified herein and as required for a complete installation.

1.0.2. QUALITY ASSURANCE

- A. The phrase "DOT Specifications" shall refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. The DOT Specifications, are referred to herein and are hereby made a part of this Contract to the extent of such references, and shall be as binding upon the Contract as though reproduced herein in their entirety.
- B. Pavement markings for this Project shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. Pavement markings removed or obliterated by the Contractor's operations shall be promptly replaced in kind to the satisfaction of the Dade County Department of Public Works, Traffic Engineering Division, or other authority having jurisdiction over the work area.

1.0.3. CERTIFICATION

The Contractor shall furnish the manufacturer's certification that all signs furnished conform to these specifications and shall replace or repair at his expense all signs that fail to meet this requirement.

PART 2 – PRODUCTS

2.0.1. PAVEMENT MARKING

Paint for pavement strips shall be as specified in Part 3, Execution

2.0.2. REFLECTIVE MARKERS

Reflective markers shall be installed in the pavement in accordance with OSHA, DOT and Dade County Public Works requirements.

2.0.3. TRAFFIC SIGNS

- A. General: Traffic regulating signs shall conform to the colors, dimensions and requirements of the Manual on Uniform Traffic Control Devices (ANSI) and displaying the lettering and symbols indicated on the Drawings.

- B. Sign Panels and Support Members: Sign panels and support members shall conform to Aluminum Association Alloy 6061-T6.
- C. Bolts: Bolts shall conform to Aluminum Association Alloy 2024-T4 with an anodic coating 0.0002-inches thick minimum and chromate sealed.
- D. Nuts: Nuts shall conform to Aluminum Association Alloy 6269-T9.
- E. Reflective Sheeting: Reflective sheeting shall conform to DOT Type A requirements.
- F. Construction Warning Signs: The CONTRACTOR shall install traffic and warning signs during construction in accordance with OSHA, DOT and Dade County Public Works requirements.

PART 3 – EXECUTION

3.0.1. TRAFFIC PAINT

- A. This type of pavement painting shall be used where no thermoplastic paint is required or as temporary paint during the time required for paving "cure" prior to application of thermoplastic paint markings.
- B. Traffic paint used for this work shall conform with the requirements of Section 971-12 of the Florida Department of Transportation Standard Specifications for Road and bridge Construction, or, at the Contractor's option, fast dry traffic paint, as specified in D.O.T. Specifications, Section 971-13, may be used.
- C. The colors of the paint shall be yellow or white, as existed before the repair.
- D. All equipment shall be of a type and design which will readily produce the required uniformity of application of the stripes, both as to thickness of coating and alignment. The paint machine shall be of the spray type, capable of spraying the paint to the required "spread" without thinning of the paint. The paint tank shall be equipped with a mechanical agitator. The nozzle shall have cut-off valves which will apply broken or "skip" lines automatically. Each nozzle shall also be provided with suitable line guides, either metallic shrouds or air blasts.
- E. Painting shall be done only during daylight hours and, as far as practicable, shall be terminated in time to permit sufficient drying by sunset. No paint shall be applied when moisture is present on the surface to be painted or when the air temperature is below 40 degrees F. Painting shall not be done when winds are sufficient to cause spray dust.
- F. The surface which is to be painted shall be cleaned by compressed air or other effective means, immediately before the start of painting, and shall be clean and dry when the paint is applied. Any vegetation or soil shall be removed from the pavement before edge striping is begun.

- G. The paint shall be thoroughly mixed before it is poured into the painting machine and no thinning of the paint will be allowed at any time. Before the start of each day's work, the paint container, the connections, and the spray nozzles on the machine shall be thoroughly cleaned with paint thinner or other suitable cleaner.
- H. The traffic stripe shall be of the specified width, with clean, true edges and without sharp breaks in the alignment. A uniform coating of paint shall be obtained and the finished stripe shall contain no light spots or paint skips. Any stripes which do not have a uniform, satisfactory appearance, both day and night, shall be corrected.
- I. All newly painted stripes, including edge stripes, shall be protected until the paint is sufficiently dry to permit vehicles to cross the stripe without damage from the tires. While the center line stripes are being painted, all traffic shall be routed away from the painting operations and the newly painted stripe. When necessary, a pilot car shall be used to protect the painting operations from traffic interference.
- J. Any portions of the stripes damaged by passing traffic or from other causes shall be repainted.
- K. Paint for temporary pavement markings shall also be used where thermoplastic markings are to be applied after the asphaltic concrete has "cured." The cure time shall be based on thermoplastic manufacturer's recommendations. However, in accordance with FDOT requirements, asphalt shall have been in place for 30 days before application of thermoplastic stripe.

3.0.2. THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS

- A. Thermoplastic pavement markings, including stripes, pavement messages, stop bars, directional arrows, reflective pavement markers and other miscellaneous items, shall be replaced as existed before the repair was made. The thermoplastic compound shall be extruded or sprayed onto the pavement surface in a molten state by mechanical means, with surface application of glass spheres, when required. Upon cooling to ambient pavement temperature, the compound shall produce an adherent pavement marking of specified thickness and width and capable of resisting deformation.
- B. The colors of the compound shall be white or yellow, as existed before the repair.
- C. Where thermoplastic markings are to be applied to concrete pavement, a sealing primer, as specified in F.D.O.T. Specifications Section 711-2.2, shall be applied in advance of the placing of the stripes.
- D. The thermoplastic shall be applied to the pavement utilizing either extrusion or spray application equipment. The application equipment shall be so constructed as to provide continuous mixing and agitation of the material. Conveying parts of the equipment between the main material reservoir and the shaping die or gun shall be so constructed as to prevent accumulation and clogging. The equipment shall be

constructed so that all mixing and conveying parts up to and including the shaping die or gun, maintain the material at the plastic temperature with heat transfer oil or electrical element controlled heat. Direct fire heat transfer will not be allowed.

- E. The application equipment shall be so constructed as to insure continuous uniformity in the dimensions of the stripe. The applicator shall provide a means for cleanly cutting off square stripe ends and shall provide a method of applying "skip" lines. The use of pans, aprons, or similar appliances which the die overruns will not be permitted.
- F. Glass spheres applied to the surface of the completed stripe shall be applied by an automatic bead dispenser attached to the striping machine in such a manner that the beads are dispensed almost instantaneously upon the installed line.
- G. Special kettle(s) shall be provided for melting and heating the thermoplastic material. The kettle(s) shall be equipped with automatic thermostatic control devices to provide uniform temperature control and prevent overheating of the material. The applicator and kettle(s) shall be equipped and arranged as to satisfy the requirements of the National Fire Underwriters, the State of Florida, Dade County and any municipal authority applicable to where the work is being done.
- H. Applicators shall be mobile and maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. The applicator equipment to be used on roadway installations shall consist of either hand equipment or truck mounted units depending on the type of marking required.
- I. The hand applicator equipment shall be insulated, have sufficient capacity to hold 150 pounds of molten material, and be sufficiently maneuverable to install crosswalks; lane, edge and center lines; arrows and legends.
- J. The truck mounted unit for lane, edge and center lines shall consist of a mobile self-contained unit carrying its own material capable of operating at a minimum speed of five miles per hour while installing striping.
- K. Application time, weather limitations and surface preparation shall be in accordance with F.D.O.T. Specifications Sections 710-4, 710-5 and 710-8. In accordance with FDOT requirements, asphalt shall have been in place for 30 days before application of thermoplastic stripe.
- L. The material, when formed into traffic stripes or other markings, shall be readily renewable by placing an overlay of new material directly over an old line of compatible material in such a manner that no splitting or separation takes place.
- M. The application temperature shall be within the range specified by the manufacturer of the thermoplastic compound being used.
- N. All pavement edge lines, gore, island and diagonal strip markings, bike lane symbols and messages, wherever located, shall have a minimum thickness of 0.060 inch at the

edges and a maximum thickness of 0.120 inch at the center. A minimum average film thickness of 0.060 inch shall be maintained. All lane lines, center lines, transverse markings (except shoulder markings) and pavement markings within traffic wearing area (such as dotted turning guide lines) shall have a minimum thickness of 0.090 inch at the edges and a maximum thickness of 0.188 inch at the center. A minimum average film thickness of 0.090 shall be maintained. All thickness measurements shall be an average in any three foot length.

- O. The glass sphere top coating shall be applied by a type of glass sphere dispenser or gun which will embed the spheres into the line surface to at least one-half their diameter. The glass sphere top coating shall not incur more than a 10 percent loss during the first 30 days of traffic exposure.
- P. Reflective pavement markers shall be installed as they existed before the repair. They shall be replaced with the appropriate color or colors and oriented in the correct direction as specified in Section 706 of the F.D.O.T. Specifications. Paving markings for this Project shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, as revised by the governing agency.

3.0.3. FABRICATION

Preparation of sign blanks and fabrication of reflectorized faces shall conform to the applicable requirements of DOT Sections 700-4 and 700-5.

END OF SECTION

UC-250 GRAVITY SEWER SYSTEMS (C-900 PVC SEWER PIPE)

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. These Specifications shall govern the design, materials and installation requirements of the Department for gravity sanitary sewer systems constructed in its service area when using Poly (Vinyl Chloride)(PVC) pipe and fittings. "PVC" shall mean Poly (Vinyl Chloride) as it relates to pipe and fittings.
- B. This Specification does not purport to cover all material or installation procedures which may be required, whether by the nature of the proposed work, or by the Department, or by other regulatory agencies.
- C. It is intent of the Department to obtain a complete and working installation under this project, and any items of labor, equipment or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the Plans or stated herein.

1.0.2. QUALITY ASSURANCE

- A. All material and installation shall be in accordance with the Department's Design and Construction Standard Specifications and Details.
- B. The material and installation for this project shall be in full compliance with all applicable standards listed in Section 01090, "Reference Standards"

1.0.3. DEFINITIONS

See Section 01005, "Defined Terms"

1.0.4. PROJECT APPROVAL

The approval of the Department shall be secured, in accordance with Section 17005, prior to any construction related activity.

1.0.5. SPECIAL CONDITIONS

The work shall proceed in accordance with the following specification sections, bound herein:

- A. Section 01011 - Site Conditions
- B. Section 01016 - Safety Requirements and Protection of Property
- C. Section 01031 - Grades, Lines and Levels
- D. Section 01100 - Special Project Procedures
- E. Section 01750 - Maintenance of Traffic and Public Streets

1.0.6. DESIGN REQUIREMENTS

A. GENERAL

1. Gravity sanitary sewer systems shall be designed in accordance with the State of Florida Department of Environmental Protection (DEP) Rules, Chapter 62-604 for Wastewater Facilities, with OSHA requirements and with the "Florida State Board Health Sewage Guide" and the recommendations of Chapter 12 of the ASCE Manual No. 37, "Sewer Design and Construction", except as otherwise provided herein. Wet wells and manholes shall be classified as hazardous areas, Class 1, Division 2, Group C.
2. In addition, systems shall be designed in accordance with the requirements of the Miami-Dade County Department of Environmental Resource Management (DERM), the requirements of the latest edition of the South Florida Building Code and the Miami-Dade Water and Sewer Department Standards and Specifications.
3. The use of PVC pipe or AWWA C900 PVC pipe within a public water supply wellfield cone of influence or in areas zoned industrial or commercial shall be as stated under "Tightness Standards" in Section UC-370.
4. Manhole to manhole runs shall be kept in the range of no more than 400 feet without permission.
5. Slope shall be such as to maintain two feet per second minimum velocity when running full or half full when calculated using the Manning Equation with a roughness coefficient of .013.
6. Minimum slope for terminal runs shall be 0.40 percent for eight inch pipe. This slope shall be maintained for a minimum of 300 feet and longer if loading is abnormally light.
7. Design shall be performed by experienced personnel who have previously designed sewerage collection systems in Miami-Dade County. Proof of experience shall be provided if required by the Department. All design work submitted for approval shall be signed, sealed and dated by a registered professional engineer licensed to practice in the State of Florida.
8. The Department reserves the right request complete design calculations, which shall be submitted and shall be in a format easily read.
9. Design shall be conservative with sufficient peaking and infiltration factors included. Absolute minimum slopes shall not be used since minor field construction variations will reduce slopes and give actual velocity of less than two feet per second.

10. The Department reserves the absolute right to require greater slopes, higher peaking or infiltration factors if this is considered necessary upon review of design. The design/build firm shall conform with any such requirements and supply said design and construct same at no extra cost to the County.

11. The use of PVC pipe and fittings will only be permitted for gravity sanitary sewers (and service laterals) 15-inches in diameter and smaller.

1.0.7. PERMITS, INSPECTIONS AND FEES

- A. The Contractor shall obtain and pay for all permits, official inspections and all other fees in accordance with Section 01740, "Permits".
- B. Inspection by Department personnel is required in addition to, not in lieu of, municipal and County department inspections (if any).
- C. No installation will be accepted until it has passed all inspections, including pavement installation or replacement.

1.0.8. PRECONSTRUCTION CONFERENCE

Prior to commencement of the work, the Contractor shall attend a "Preconstruction Conference" in accordance with Section 01150, "Preconstruction Conference".

1.0.9. SUBMITTALS

- A. The Contractor shall furnish "As-Builts" in accordance with Section 01725. Project Record Documents shall be submitted in accordance with Section 01720. The Contractor shall submit operating and maintenance instructions and all other submittals in accordance with Section 01730.
- B. Where the Specifications require test certification or certification that certain products or material furnished are as specified, the Contractor shall deliver such certification to the Department. No material or equipment shall be approved for use in the work until individual certification has been received.

1.0.10. SAFETY REQUIREMENTS

- A. The Contractor shall be in compliance with all applicable provisions of the Occupational Safety and Health Act of 1970, in general, and any subsequent amendments and revisions thereto and specifically to the provisions concerning confined space entry.
- B. The Contractor's personnel will be in the vicinity of raw sewage. For his own protection, as well as for his employees, he shall check with Metropolitan Dade County Health Department, and based upon their recommendation, shall have his personnel properly immunized against disease.

- C. Under this project, personnel may be required to enter the existing manholes/sewers to perform certain items of work. Before entering, the Contractor shall be in compliance with Dade County Manhole Ordinance No. 83-3 (which mandates, in part, that above-ground safety personnel shall be on duty at all times when someone enters or works in a manhole/sewer and the air within a manhole / sewer shall be tested with a combination oxygen deficiency meter-explosion meter to determine oxygen content and explosion potential). A test for the presence of hydrogen sulfide shall also be performed. The work area must be ventilated mechanically by the use of an air blower, before entry and during occupancy, to insure that an adequate quantity of oxygen is supplied to the work area.
- D. The Contractor shall conduct his operations in such a manner, utilizing warning devices such as traffic cones, barricades and warning lights, and personnel such as flagmen and uniformed police officers, that the public is given adequate warning of hazards of the work site as may be deemed necessary by the authority having jurisdiction and/or the Department. See Section 01750, "Maintenance of Traffic and Public Streets."
- E. In the instance of men working within the manholes, the Contractor shall provide safety provisions to cover any possible consequences of structural failure and/or flooding. Such provisions might take the form of, but not be limited to, ladders in position to permit rapid egress; safety harnesses ; stand-by pumping equipment; extra air supplies; and such other measures as the situation and good construction practices might indicate.
- F. Certain products specified in these Specifications contain warnings by the manufacturers that under certain conditions, if instructions for use of the product are not followed, a hazardous condition may exist. It is the Contractor's responsibility to instruct his workmen in the safe use of the product, or any product substitution.

PART 2 – PRODUCTS

2.0.1. GENERAL

- A. All material for use in the Project shall be new and of recent domestic manufacture and shall be the products of reliable manufacturers or suppliers who, unless otherwise specified, have been regularly engaged in the manufacture of such materials and equipment for at least five (5) years.
- B. All fittings and components shall, wherever possible, be standard stock articles of well known manufacturers.
- C. Where the Specifications designate the products of a particular manufacturer, the product specified has been found suitable for the intended use, but, unless otherwise provided, articles or products of similar characteristics may be offered for the approval of the Department, upon approval by the Engineer of Record.

- D. Copies of complete descriptive data shall be furnished regarding all material, consisting of dimension drawings, catalog references and other information necessary to clearly identify each article.
- E. When substitutions are permitted, the Contractor shall make all necessary changes in adjacent or connected structures and equipment, at his expense.
- F. Unless otherwise specified, all steel bolts, nuts, washers and all other miscellaneous ferrous metal items (except cast iron) furnished by the Contractor shall be hot-dip galvanized in accordance with ASTM A386, "Zinc Coating (Hot-Dip) on Assembled Steel Products" and ASTM A385, Providing High-Quality Zinc Coatings (Hot-Dip)". Where the word "galvanized" or its abbreviation is used on the Plans or in the Specifications, it shall mean hot-dip galvanized. Fabricated items shall be hot-dip galvanized after fabrication. Internal threads shall be tapped or re-tapped after galvanizing.
- G. Where miscellaneous materials are required for a complete installation the Contractor shall provide such materials in conformance with Section 15065, "Miscellaneous Material".
- H. H. See Section 01100 for water used in construction

2.0.2. CASTINGS

A. GENERAL

- 1. Material used in the manufacture of the castings shall conform to ASTM A48, "Gray Iron Castings", for Class 30 iron. Manhole and valve box covers shall have a roadway or pedestrian type surface as required by location, and shall be non-rocking.
- 2. Castings shall be in compliance with Section 05550. Castings shall be as manufactured by U.S.F. Fabrication, Inc., Neenah Foundry, or approved equal.
- 3. Castings shall be delivered unpainted with a shotblasted finish.

B. MANHOLE FRAMES AND COVERS

Manhole covers and frames shall be Department Type "A" U.S.F.&F No. 310 as manufactured by U.S.F. Fabricating, Inc., Hialeah, Florida, or approved equal. The covers shall be cast labeled "SANITARY SEWER".

2.0.3. BRICK

- A. Clay Brick: Bricks for manhole construction shall be dense, hard burned, common clay brick conforming to ASTM Standard C62, "Building Brick (Solid Masonry Units made from Clay or Shale)".
- B. Concrete Brick: Concrete bricks shall conform to ASTM Standard C55, "Concrete Building Brick".
- C. All bricks shall have true edges and sharp corners and shall have been cured for at least 14 days before being placed.

2.0.4. CONCRETE, MORTAR AND GROUT

See Section 17033, " Concrete, Mortar and Grout (Short)"

2.0.5. EMBEDMENT MATERIAL

Embedment material, for bedding, haunching and initial backfill, shall conform with the requirements of Section UC-300 "Gravity Sewer Pipe Foundation"

2.0.6. MANHOLE

- A. Shallow manholes shall be constructed of brick or precast concrete. All other manholes shall be constructed of precast concrete. See Section 02536, "Precast Manholes & Covers"
- B. Castings for manhole frames, covers and other items shall conform to Subsection 2.02, above. Casting patterns shall conform to those designated in the Miami-Dade Water and Sewer Standard Details.
- C. Concrete shall conform to Section 17033.
- D. Brick for manhole construction shall be clay brick, in accordance with Subsection 2.03, above.
- E. Cement mortar for manhole construction shall conform to Section 17033. It shall be mixed dry and then wetted to proper consistency for use. No mortars that have stood for more than one hour shall be used. Brick manholes shall be coated with 3/4-inch thickness of mortar both inside and outside.
- F. The invert channels shall be formed of brick or brick rubble thoroughly bedded and covered with sand-cement grout, accurately shaped to a semicircular bottom conforming to the inside of the adjacent sewer section. Steep slopes outside the invert channels shall be avoided. Changes in size and grade shall be made gradually and evenly. Changes in the direction of the sewer or entering branch shall be a smooth curve with radius as long as practical.

G. Frames and covers shall be set accurately to grade with a minimum of 3 and a maximum of 5 courses of brick provided as a leveling course. It shall be the Contractor's responsibility to assure that the frames and covers are set to match existing and/or proposed finish paving grades at the manhole locations.

H. For PVC Sewers:

1. The first joint at both influent and effluent sewers at each manhole, including service laterals, shall consist of an approved manhole coupling grouted into the manhole wall, and providing a continuous watertight elastomeric gasket seal between the coupling and the pipe inserted therein. The coupling shall have an increasing tapered interior from the gasket groove to allow flexibility for the pipe in the event of future settlement of the manhole or pipeline.
2. The first length of PVC pipe into or out of the manhole shall be 2-feet long, maximum, and shall be either plain-end by plain-end, or plain-end by bell. In the first option, the next joint shall be a double bell PVC repair coupling (no stop) with a maximum 1-inch gap between the pipes inserted therein. In the latter option, the next joint shall be another 2-foot long section, maximum, of plain-end by bell PVC pipe.

I. Where shown on the drawings, the Contractor shall provide stub-outs for future extensions. Both ends of all such stubouts shall be closed with specified PVC plugs.

J. Precast manholes shall conform to Section 02536, "Precast Manholes & Covers". In precast concrete manholes, holes for sewer line connections, with a diameter equal to the outside diameter of the connecting sewer plus an additional four inches (4"), shall be formed in the manhole walls. No cutting or chipping at pre-formed holes, or cutting additional holes in precast concrete walls will be allowed.

K. A minimum of three to a maximum of five courses of brick shall be constructed atop each manhole corbel.

L. Prior to acceptance of manhole, the Contractor shall verify that he has installed required manhole accessories and coating/lining (See Section 02536)

2.0.7. POLY (VINYL CHLORIDE) PIPE

Pipe for use in gravity sewer systems shall be Vitrified Clay, Ductile Iron with polyethylene or ceramic epoxy (Protector 401) lined, PVC SDR 35, or AWWA C900, C905 PVC as shown on the plans or called out elsewhere herein. For further information on these types of pipe, see Section 15060, "Piping and Fittings".

2.0.8. REINFORCING STEEL

A. Bar reinforcement for concrete structures shall conform to the requirements of ASTM Standard A615 "Deformed and Plain Billet-Steel Bars for Concrete Reinforcement", Grade 60, Deformed, except that steel manufactured by the Bessemer Process will

not be accepted. Wire mesh reinforcing for concrete paving or driveway repairs, if required, shall be welded wire fabric meeting the requirements of ASTM Standard A185, "Steel Welded Wire, Fabric, Plain, for Concrete Reinforcement".

- B. The Contractor shall furnish the Department with manufacturer's test certificates showing the steel to meet the above requirements, in addition to which the Department may take representative samples from the material on the job and have them tested by an independent testing laboratory. Completely detailed shop drawings and bending schedules shall be submitted by the Contractor for the approval of the Engineer of Record. Such approval shall be obtained before the bars are cut and bent.

2.0.9. MISCELLANEOUS MATERIAL

- A. The Contractor shall furnish and install all miscellaneous material and appurtenances required for a complete installation. Section 15065 specifies material necessary for a complete installation, not specified herein. These material, including the following, shall be installed when required, whether shown on the Plans or not.
 - 1. Paint, Bituminous
 - 2. Caulking Compound
 - 3. Manhole Couplings
 - 4. PVC double bell repair couplings, No-stop (sleeves)
 - 5. PVC double bell transition couplings or adapters PSM SDR-35 PVC Sewer Pipe
 - 6. to ductile-iron or AWWA C900 CI-PVC Pressure pipe.
 - 7. Stainless steel repair clamps, with stainless steel bolts

PART 3 – EXECUTION

3.0.1. PIPE INSTALLATION, GENERAL

- A. Proper and suitable tools and appliances for the safe convenient handling and laying of pipe shall be used and, in general, conform with manufacturer's recommendations. At the time of laying, the pipe shall be examined carefully for defects, and should any pipe be discovered to be defective after being laid, it shall be removed and replaced with sound pipe by the Contractor at his expense.
- B. Pipe and fittings shall, at all times, be handled with great care to avoid damage. In loading and unloading, they shall be lifted with cranes or hoists or slid or rolled on skidways in such manner as to avoid shock. Under no circumstances shall this material be dropped or allowed to roll or slide against obstructions. Pipe and other material shall be distributed along the right-of-way in advance of installation only to the extent

approved by the Department. Such materials shall be so placed as to keep obstruction to traffic minimum.

- C. Upon satisfactory completion of the pipe bedding, a continuous trough for the pipe barrel and recesses for the pipe bells, or couplings, shall be excavated by hand digging. When the pipe is laid in the prepared trench, true to line and grade, the pipe barrel shall receive continuous, uniform support with no pressure being exerted on the pipe joints from the trench bottom.
- D. Pipe shall be installed in accordance with the manufacturer's recommendation. Before being lowered into the trench, the pipes and accessories shall be carefully examined and the interior of the pipes shall be thoroughly cleaned of all foreign matter and other deleterious materials by methods acceptable to the Department. During suspension of work, for any reason, at any time, a suitable stopper shall be placed in the end of the pipe last laid to prevent mud, dirt, groundwater or other foreign material from entering the pipe. Any pipe which is disturbed or found defective shall be immediately removed and replaced with sound pipe.
- E. Gaskets shall be thoroughly checked for breaks, cuts or other damage, and shall be free of oil, grease, dirt or other foreign matter. Pipe joints shall be assembled with care. Lubricant, if required shall be as recommended by the manufacturer of the pipe, and shall have no deteriorating effects on the gasket and pipe materials. If assembly is under water, lubricant recommended by the manufacturer for underwater use is required.
- F. Good alignment of the pipe is required for assembly. Align the spigot to the bell of the previously laid pipe and insert the spigot into the bell until it uniformly contacts the gasket. Apply steady pressure until the spigot easily slips through the gasket. Do not push or swing the spigot into the bell. Smaller diameter pipe and fitting may be assembled manually. Mechanical means such as bars and blocks, ratchets or jacks shall be used for joining larger pipe and fittings. Power equipment such as a backhoe bucket, shall not be used to assemble pipe and fittings, since excessive force may damage the gasket or bell.
- G. Cutting the pipe in the field shall be done by the Contractor in a neat and workmanlike manner using manual or power saws. The pipe shall be marked around its entire circumference before cutting to assure a square cut. After cutting, the end shall be beveled with a beveling tool, rasp, or other approved equipment, to the proper taper. Mark the proper insertion depth on the cut and beveled end before installing the cut pipe into the pipeline. Pipe laying shall proceed up-grade from the lowest point of the proposed system, with spigot ends pointing in the direction of flow.
- H. All pipe shall be laid straight, true to the lines and grades shown on the Plans, or matching existing grade, in each section between manholes. The pipe shall be laid so that the identification markings are located on the top of the installed pipelines.

- I. Each individual length of pipe shall be solidly and evenly bedded and haunched throughout its length on a prepared bed on the floor of the trench and not supported in position on blocks or wedges. Pipe shall only be laid when the two preceding lengths have been thoroughly embedded in place to prevent any movement or disturbance of the finished joint. Any pipe which is disturbed or found to be defective after laying shall be taken up and relaid or replaced.
- J. Any work within the pipe and fittings shall be performed with care to prevent damage to the interior wall of the pipe. Damaged interior walls shall be repaired or the pipe section or fitting replaced as required by the Department. No cables, lifting arms, hooks or other devices shall be inserted into the pipe or fitting. All lifting, pulling or pushing mechanisms shall be applied to the exterior of the pipe or fitting.
- K. After pipe has been laid, reviewed and found satisfactory, sufficient backfill shall be placed along the pipe barrel to hold the pipe securely in place during the conduction of the required tests.

3.0.2. INSTALLATION OF POLY VINYL CHLORIDE (PVC) PIPE

- A. Each length of pipe, immediately prior to being placed in position in the trench, shall be inspected, cleaned and prepared for installation. Gaskets shall be thoroughly checked for breaks, cuts or other damage, and shall be free of oil, grease, dirt or other foreign matter. Pipe joints shall be assembled with care. Lubricant, if required, shall be as recommended by the manufacturer of the pipe, and shall have no deteriorating effects on the gasket and pipe materials. If assembly is underwater, lubricant recommended by the manufacturer for underwater use is required. Good alignment of the pipe is required for assembly. Align the spigot to the bell of the previously laid pipe and insert the spigot into the bell until it uniformly contacts the gasket. Apply steady pressure until the spigot easily slips through the gasket. Do not push or swing the spigot into the bell. Small diameter pipe and fittings may be assembled manually. mechanical means such as bars and blocks, ratchets or jacks shall be used for joining larger pipe and fittings. Power equipment, such as backhoe bucket, shall be not be used to assemble pipe and fittings, since excessive force may damage the gasket or bell.
- B. Cutting the pipe in the field shall be done by the Contractor in a neat and workmanlike manner using manual or power saws. The pipe shall be marked around its entire circumference before cutting to assure a square cut. After cutting, the end shall be beveling tool, rasp, or other approved equipment, to the proper taper. Mark the proper insertion depth on the cut and beveled end before installing the cut pipe into the pipeline. Pipe laying shall proceed up-grade from the lowest point of the proposed system, with spigot ends pointing in the direction of flow. All pipe shall be laid straight, true to the lines and matching existing grade, in each section between manholes. The pipe shall be laid so that the identification markings are located on the top of the installed pipelines. At all times when work is not in progress, the exposed ends of all pipes shall be fully protected by an approved stopper to prevent groundwater, dirt, rocks or other substances from entering the pipe.

3.0.3. PIPE-TO-PIPE CONNECTIONS

Pipe-to-pipe connections shall be made by using double bell couplings for PVC.

3.0.5. PIPE-TO-PIPE MANHOLE CONNECTIONS

When a sound pipe stub-out exists at a manhole to which connection is to be made, a pipe-to-pipe connection shall be made as described above. If a stub-out is not present or is faulty, an opening shall be cut in the manhole wall and the connection made. The connection shall be constructed as specified above in paragraphs 2.06 H and I with the pipe material/method chosen to match that of the new line. The invert/shelf area inside the manhole shall be cut and reshaped as necessary to construct the new channels in compliance with WASD Standard Details .

3.0.6. GRAVITY SEWER SERVICE LATERALS

See Section UC-310, "Gravity Sewer Service Laterals".

3.0.7. MODIFICATIONS OF EXISTING MANHOLES

See Section UC-330, "Repairs to Department Sewers"

3.0.8. EXCAVATION

See Section 02315, "Trenching and Backfilling for Piping Systems"

3.0.9. SEWER PIPE FOUNDATION

See Section UC-300, "Gravity Sewer Pipe Foundation"

3.0.10. CLEANING AND TESTING

See Section UC-370, "Cleaning and Testing Gravity Sewers"

END OF SECTION

UC-300 GRAVITY SEWER PIPE FOUNDATION

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

The work under this Section includes the installation of gravity sewer pipe foundations.

1.0.2. RELATED SECTIONS

Section 01016 - Safety Requirements and Protection of Property

Section 01100 - Special Project Procedures

Section 02315 - Trenching and Backfilling for Piping Systems

PART 2 – PRODUCTS

2.0.1. Material: See Part 2 of Section 02315

PART 3 – EXECUTION

3.0.1. GENERAL

- A. Excavation shall proceed in accordance with Section 02315, "Trenching and Backfilling for Piping Systems".
- B. Gravity sewers shall be constructed using Vitrified Clay, Poly Vinyl Chloride (PVC) (SDR 35 or AWWA C900) pipe and fittings or ductile iron pipe and fittings, as shown on the approved Plans (See Section 15060, "Piping and Fittings" for D.I.P. or Section UC-250, "Gravity Sewer Systems" for PVC).

3.0.2. FOUNDATIONS FOR V.C. AND D.I.P. AT DEPTH OVER 10 FT. OR BELOW WATER

- A. Sewer pipe constructed at a depth greater than 10 feet, or with a trench bottom below groundwater, shall have a rockbed foundation, in accordance with Section 02315. The trench shall be excavated to a depth of at least 6 inches below the bottom of the pipe, the trench backfilled with a layer of rockbed firmly compacted, the pipe solidly bedded and additional rockbed firmly packed and thoroughly compacted under and around the pipe up to the springline.
- B. See Subsection 3.03, below, for sewer pipe constructed at a depth less than 10 feet and trench bottom above groundwater.

3.0.3. FOUNDATIONS FOR V.C. AND D.I.P. AT DEPTH ABOVE 10 FT. AND ABOVE WATER

Pipe constructed at cut ranges less than 10 feet, and the trench bottom is above ground water, shall be installed according to the following conditions:

A. Installation in Rock Bottom

Where rock is encountered at the bottom of a trench in which pipe is to be installed, the excavation shall be extended to a depth at least 6 inches below the bottom of the pipe and shall be backfilled with selected backfill material in 6-inch layers, with each layer being firmly compacted, and with the final layer carefully graded and compacted at the proper elevation to provide continuous support for the pipe barrels. Where pipe bells will be located, depressions shall be excavated in the trench bottom to provide clearance under the bell or socket.

B. Installation in Soil Bottom

Where rock is not encountered at the bottom of a trench excavation, and the soil is satisfactory for pipe foundation, in the opinion of the Engineer, excavation shall be halted at an elevation slightly above that for bedding the pipe, and the pipe bed carefully excavated by hand in the undisturbed trench bottom to provide continuous bearing for the pipe barrels and clearance under the bells or sockets, or machine excavation may extend slightly below the elevation for bedding the pipe with the trench bottom carefully backfilled and compacted as specified.

3.0.4. 3.04 FOUNDATIONS FOR PVC GRAVITY SEWERS

Embedment material (for bedding, haunching and initial backfill) shall be Class I in stable soil conditions, and Class II in unstable soil conditions, as modified herein.

- A. Class I materials shall be angular, 1/4 to 3/4 inch graded stone including washed and graded limerock.
- B. Class II materials shall be well graded coarse sands and gravels with the following gradation requirements:

<u>Sieve size</u>	<u>Percent Passing by Weight</u>
3/4	100
3/8	85 - 100
#8	40 - 60
#30	5 - 30
#100	0 - 2

END OF SECTION

UC-310 GRAVITY SEWER SERVICE LATERALS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

The Contractor shall furnish all labor, material, equipment and appurtenances necessary for the installation of gravity sewer service laterals, complete, in accordance with these specifications.

1.0.2. RELATED SECTIONS

Section 01016 - Safety Requirements and Protection of Property
Section 02315 - Trenching and Backfilling for Piping Systems
Section UC-250 - Gravity Sewer Systems

1.0.3. QUALITY ASSURANCE

- A. Lateral sewers shall be installed in accordance with all the applicable requirements for pipe installation. Branch fittings shall be installed in the main line sewer as it is constructed, in the locations and configuration of the original laterals or as designated by the Engineer.
- B. All excavations shall be executed in accordance with the South Florida Building Codes, OSHA requirements, the State of Florida Trench Safety Act (TSA), the State of Florida Trench Safety Act (TSA) and all applicable requirements of Section 01016, including notification of the Sunshine State One-Call Center (1-800-432-4770), 48 hours prior to any excavation.

PART 2 – PRODUCTS

See Part 2 of Section UC-250, "Gravity Sewer Systems" & "Tightness Standards" under Section UC-370.

PART 3 - EXECUTION

3.0.1. INSTALLATION OF LATERALS

- A. Service laterals shall be installed in accordance with the requirements for gravity main installation. Branch fittings shall be installed in the main line sewer as it is constructed. The branch fittings shall be either a tee set for a modified riser when the top of the sewer is 7 feet or deeper, or a wye set and connected as shown in the Miami-Dade Water and Sewer Department's Standard Details SS 1.0 and 2.0, respectively. In no case shall the branch be covered until its location has been measured and recorded.
- B. Where a service lateral enters a manhole at an elevation of 2 feet or more above the sewer main invert, a drop connection shall be required.

- C. Each service lateral shall be plugged at the point shown on the Standard Details. Plug shall provide a watertight seal, without the use of adhesives or epoxies, and shall be subject to approval by the Department. In no case shall a service lateral be covered until its exact location is measured and recorded, nor until a two-inch square by two feet long, pressure-treated pine stake, with the top stained or painted green, has been set by the Contractor at the end of the service lateral.
- D. The Contractor shall not excavate trenches for service laterals to both sides of the street at the same time unless written permission has been secured in advance to close the street.

3.0.2. REMOVAL AND REPLACEMENT OF LATERALS

- A. Excavate in accordance with Section 02315, "Trenching and Backfilling for Piping Systems"
- B. The existing laterals shall be hand excavated to a joint, disassembled, or if necessary saw cut, clean and square and the appropriate adapter installed to connect the replacement lateral. Care shall be taken to maintain the slopes of the existing lateral. The lateral shall be removed and replaced from the main line to a point along the existing lateral determined by the Engineer of Record to be in acceptable condition.
- C. Placement of bedding/cover materials in the trench shall be the same for laterals as provided in Section UC-300, "Gravity Sewers Pipe Foundation".

END OF SECTION

UC-370 CLEANING AND TESTING GRAVITY SEWERS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

The Contractor shall furnish all material, labor and equipment necessary to clean and test gravity sewers and sanitary force mains and shall conduct all testing required, under the direction of the Engineer.

1.0.2. QUALITY ASSURANCE

Cleaning and testing shall be performed in strict accordance with these specifications.

PART 2 - PRODUCTS

(Not Used)

PART 3 – EXECUTION

3.0.1. GENERAL

- A. All drain and gravity sewer line segments or sections shall be separately and individually lapped and tested for infiltration and exfiltration, unless otherwise allowed by the Engineer. A line “segment” or “section” shall be defined as a run of pipe between a manhole and the next manhole either up or down stream of that manhole.
- B. Each section of gravity pipe sewer, upon its completion or at such other time as the Engineer may direct, is to be cleaned, tested and inspected.
- C. The allowable limits of infiltration or exfiltration or leakage for the drain or sewer lines, or any portion thereof shall not exceed the appropriate rate as specified in 3.04 “Tightness Standards”, below. Duration of tests shall be a minimum of two hours.
- D. Since allowable leakage is defined in gallons per hour, testing shall be conducted in, at a minimum, two independent one-hour test periods. Testing shall continue for additional one-hour periods if during any subsequent test period leakage increases above that of any previous test period even if the leakage is within the allowable amount. Testing shall continue until the leakage stabilizes or decreases.
- E. When allowed by the Engineer in writing, longer portions of the line may be tested. However, no more than three manhole sections or 1000 feet of sewer (whichever is the lesser) shall be tested at any one time.

- F. When multiple sections of line are tested together as specified above, the leakage shall be calculated based on the footage of the smallest segment being tested as if all of the leakage originated in the shortest segment of the group.
- G. Prior to testing for infiltration, the system shall be pumped out so that normal infiltration conditions exist at the time of testing. The amounts of infiltration or exfiltration shall be determined by pumping into or out of calibrated drums, or by other approved methods.
- H. The exfiltration test will be conducted by filling the portion of the system being tested with water to a level which will provide a minimum head of 2-feet in a lateral connected to the test portion, or, in the event there are no laterals in the test portion, a minimum difference in elevation of 5-feet between the crown of the highest portion of the drain or sewer and the test level.
- I. If the ground water level is above the crown of the highest portion of the drain or sewer, the 5-foot differential shall be measured between the ground water level and the test level. Where insufficient depth of cover is available to produce a 5-foot differential, the maximum differential producible between ground water elevation and a test elevation set to avoid flow out of low manholes or into adjacent structures connected to the test section shall be used.
- J. Where infiltration or exfiltration exceeds the allowable limits specified herein, the defective pipe, joints, or other faulty construction shall be located and repaired by the Contractor.
- K. The Contractor shall locate and repair all leaks until the leakage is reduced to the limits specified. Any observed leaks or obviously defective joints or pipes shall be repaired or replaced as directed by the Engineer, even though the total leakage is below that specified above.
- L. Lamping Test- Each section of sewer shall show, from each end, a full circle of light.

3.0.2. DEFECTS

In addition to the above requirements, the following shall also apply:

- A. All repairs shown necessary by the tests are to be made, broken, cracked or obviously defected pipe replaced, all deposits removed, the sewer left true to line and grade, as herein specified, and entirely clean, free from lumps of cement, protruding gaskets, bulkheads, etc. and ready for use.
- B. Each manhole or other appurtenance to the system shall have the specified size and form, be watertight, neatly and substantially made with the top set permanently to exact position and grade, and shall serve well and fully its intended use.

- C. Any defects found in the system shall be corrected by the Contractor in accordance with the requirements of the Specifications or the MDWASD Design and Construction Standards, as approved by the Engineer.
- D. In the event that a sewer line or structure, such as a manhole, leaks during the period that the Warranty or Contract Bond is in effect, the Contractor shall be required to return and replace it with a new section of pipe or manhole or, if approved by the Engineer, to eliminate infiltration leaks by external grouting or encasement. After the leaks have been stopped, all visible cracks shall be repaired inside the manhole.

3.0.3. ACCEPTANCE

- A. No pipe installation will be accepted if the leakage is greater than that determined by the above requirements.
- B. The Contractor shall locate and repair all leaks until the leakage is reduced to the limits specified. Any observed leaks or any obviously defective joints or pipes shall be repaired or replaced as directed by the Department, even though the total leakage is below that specified above.
- C. The tests and repairs shall be continued or repeated until the Department is assured that the leakage into or from the section of line under test is less than the amount specified.

3.0.4. TIGHTNESS STANDARDS

Effective since 1987 (Per Public Notice No. 9), the Department adopted new tightness standards for gravity sanitary sewers and sanitary force mains to be installed within its service area. The new standards for maximum allowable exfiltration rates are to minimize the risk of contaminating the County's groundwater supplies in the Biscayne Aquifer. These standards are issued to comply with those adopted into Chapter 24 of the County Code by Ordinance 86-42, and to have leakage requirements for clay and PVC pipe materials. The term "cone of influence" as used below refers to limits of wellfield protection areas as defined the County. Tightness standards are specified below:

A. GRAVITY SANITARY SEWERS

The maximum allowable exfiltration, infiltration, or leakage in gravity sanitary sewers shall be as listed below, with no allowances for manholes or laterals. The duration of all tests shall be a minimum of two (2) hours. Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed. Only the piping materials listed for each specific area will be permitted in that area, including both gravity sanitary sewers and laterals. (Where reference is made to a "10 Day Travel Time" contact the Department or DERM for further information.)

1. Residential Zoned Areas

1.1 a. Within cone of influence and **outside** 10 Days Travel Time:

Mains: D.I.P. - 50 gpd/in. diameter/mile
C900 PVC - 50 gpd/in. diameter/mile

Laterals: may be D.I.P., C900 PVC, or
X.H.C.I.(Extra Heavy Cast Iron Soil
Pipe)

1.1b. Within cone of influence and within 10 Days Travel Time:

Mains and laterals shall only be D.I.P.

1.2. Outside of cone influence:

Mains: D.I.P. - 100 gpd/in. diameter/mile
C900 PVC - 100 gpd/in. diameter/mile
PVC - 100 gpd/in. diameter/mile
V.C.P. - 100 gpd/in. diameter/mile

Laterals: may be D.I.P., C900 PVC, PVC, or
X.H.C.I. or V.C.P.

2. Commercial Zoned Areas

2.1 a Within cone of influence and outside 10 Days Travel Time: Mains:

Mains: D.I.P. – 20 gpd/in. diameter/mile
C900 PVC - 20 gpd/in. diameter/mile

Laterals: may be D.I.P., C900 PVC, or X.H.C.I.

2.1 b. Within cone of influence and within 10 Days Travel Time:

Mains and laterals shall only be D.I.P

Note: In any event and any zoned areas, the Department may require D.I.P. based on minimum cover requirements, installation in grass areas or at depths of 14 feet or greater.

2.2 Outside of cone influence: Mains:

Mains: D.I.P. - 100 gpd/in. diameter/mile
C900 PVC - 100 gpd/in. diameter/mile
PVC - 100 gpd/in. diameter/mile
V.C.P. - 100 gpd/in. diameter/mile

Laterals: may be D.I.P., C900 PVC, PVC, or
X.H.C.I. or V.C.P.

3. Industrial Zoned Areas

3.1 Within cone of influence: Mains:

<u>Mains:</u>	D.I.P. – 20 gpd/in. diameter/mile
<u>Laterals:</u>	may be D.I.P., or X.H.C.I.

3.2. Outside of cone influence:

<u>Mains:</u>	D.I.P. – 100 gpd/in. diameter/mile V.C.P. - 100 gpd/in. diameter/mile
<u>Laterals:</u>	may be D.I.P., V.C.P or X.H.C.I.

B. SANITARY FORCE MAINS - ALL AREAS

1. Sanitary force mains shall be constructed of either Protecto 401 lined ductile-iron pipe and fittings or prestressed concrete plastic lined (120o T.D.C. minimum) cylinder pipe and fittings meeting current Department Specifications.
2. No such ductile-iron pipe sanitary force main shall exfiltrate or leak at a rate greater than the allowable leakage rate specified in AWWA C600 (latest edition) at a test pressure of one hundred (100) psi. The duration of all tests shall be a minimum of two (2) hours. Any observed leaks or any obviously defective joints or pipes shall be repaired or replaced even when the total leakage is below that allowed.
3. No such prestressed concrete cylinder pipe sanitary force main shall exfiltrate or leak at a rate greater than one-half (2) the allowable leakage rate specified for ductile iron pipe in AWWA C600 (latest edition) at a test pressure of one hundred (100) psi. The duration of all tests shall be a minimum of two (2) hours. Any observed leaks or any obviously defective joints or pipes shall be repaired or replaced even when the total leakage is below that allowed.
4. See Section UC-170, "Cleaning and Testing of Main".

END OF SECTION

DIVISION 5 – METALS

05550 CASTINGS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

- A. This section specifies castings for use in this project, including water and force main valve boxes and covers. It also establishes casting requirements, including tolerances, on all castings to be furnished and installed under this project.

1.0.2. REFERENCES

- A. Materials used in the manufacture of the castings shall conform to ASTM A48 "Gray Iron Castings," for Class 30B iron. Castings shall be non-rocking. Manhole and valve box covers shall have a roadway type surface and machined mating surface.
- B. Proof Loading: AASHTO M306 Loading.

1.0.3. QUALIFICATIONS

- B. Manufacturer: Company specializing in manufacturing of products specified in this section with minimum five years documented experience. Non-domestic castings shall conform with all marking and other requirements contained in federal and state statutes.

PART 2 – PRODUCTS

2.0.1. GENERAL

- A. Shop drawings shall be furnished for all castings supplied and said drawings shall include certified dimensions and weights of all components. Dimensions shall conform with City Standard Detail requirements.
- B. Finish casting dimensions shall be held to the following tolerances: Up to 4 inches, $\pm 1/32$ inch; 4 to 8 inches, $\pm 3/64$ inch; 8 to 12 inches, $\pm 1/16$ inch; 12 to 24 inches $\pm 1/8$ inch; above 24 inches, add the appropriate (minimum) value from those given above to $\pm 1/8$ inch. Note that this shall not affect the requirement that mating surfaces shall be machined and shall bear for their full length. Components shall be interchangeable with new and existing units without exceeding the tolerance add up specified above.
- C. Weight of castings supplied shall not vary more than ± 5 percent from the certified weight supplied by the Contractor as a part of his shop drawings.
- D. The foundry's name (and if not domestically produced, foundry's name and country) shall be cast in the bottom of each lid. Body and lid or frame and cover shall be manufactured by the same foundry. Manufacture of the various components comprising one set, such as for example, a valve box and lid, by different

manufacturers is expressly forbidden.

- E. Note that name cast into the bottom of the lid shall be the name of the actual foundry doing the casting. Name of an importing, purchasing or fabricating (from components) firm will not be acceptable. Methods of attaching this information other than casting are not acceptable.
- F. With the shop drawings of each component, submit the name, address and county of the foundry producing the component. Further, this foundry shall not be changed during the course of the Contract without written previous notification of and written permission from the City Engineer, Engineering Division, Opa-Locka Public Works Department.
- G. Each shipment of castings provided by the Contractor shall be accompanied by a certification specifically stating that the materials of that shipment comply with all requirements of this Specification, specifically including dimensions and tolerances, materials of manufacture, weights of components, marking and foundry of origin. This certification shall be signed, dated and sealed by a registered professional engineer licensed to practice in the state where the materials are cast or if not of domestic manufacture in the state where the supplying firm is located.
- H. Contractors should be aware that it is the intent of the City to periodically check materials supplied for conformance to these specifications to include materials testing, dimensions and tolerances, component weights, marking, finish and fit, and such other matters as are necessary to assure supply of products meeting our requirements. Random testing of materials supplied will be at City expense if passed. Any retesting due to material not passing tests will be at the supplier's expense.

2.0.2. CASTINGS AND MATERIAL – GENERAL

- A. General materials used in the manufacture of the castings shall conform to ASTM Standard A48, "Gray Iron Castings", latest edition, for Class 30B iron. Valve box covers shall have a roadway type surface, machined mating surface and shall be non-rocking.
- B. Castings shall be furnished unpainted with shotblasted finish.
- C. Castings shall be as manufactured by U.S. Foundry 7630 ring and FD cover, or approved equal.
- D. Valve boxes and valve box covers:
 - 1. For Water Facilities:
 - a. Cast iron boxes shall be extension type with slide-type adjustment and flared base. The minimum thickness of metal shall be 3/16 inch. The word "W" shall be in the cover. The boxes shall be of such length as will be adapted, without full extension, to the depth of cover required over the pipe at the valve location. Boxes to be No. 3 for 6" and larger lines.
 - 2. For Sewer Facilities:

- a. Valve boxes shall be made from Class 30B gray iron in accordance with ASTM A48.
- b. The letter "S" shall be cast in the cover for sewer force mains.
- c. Bottom of cover and seat of frame shall be machined to provide a uniform contact surface.
- d. The boxes shall be of such length as will be adapted, without full extension, to the depth of cover required over the pipe at the valve location.
- e. All service valve boxes shall be No. 52, and all Main valve boxes shall be No. 53 regardless of the size.
- f. No. 52 valve boxes shall be U.S. Foundry 7605 ring and FB cover, or approved equal.
- g. No. 53 valve boxes shall be U.S. Foundry 7635 ring and FJ cover, or approved equal.

PART 3 – EXECUTION

3.0.1. GENERAL INSTALLATION

- A. Castings with cracks or other defects, shall not be installed in the work.
- B. The use of sloped asphaltic concrete ramp rings will not be permitted.
- C. The Contractor shall provide all barricades, signs and flashing warning lights necessary to warn pedestrians and motorists of the construction along the entire route of the project.
- D. Frames and covers or valve boxes and covers shall be set accurately to grade to conform to the finished grade of the adjacent areas.
- E. Castings level without tipping, to correct elevations.
- F. It shall be the Contractor's responsibility to assure that castings are set to match existing and/or proposed finish paving grades.

END OF TECHNICAL SPECIFICATIONS

PROPOSAL REQUIREMENTS

RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposer's understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail the proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City for this project.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for Proposer's project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the Proposer has provided services detailed on the solicitation. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must complete and submit as part of its Proposal all of the following forms and/or documents.

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification
- E-Verification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

EVALUATION OF PROPOSALS

SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted. The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP, including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive Proposer whose Proposal best serves the interest of and represents the best value to the City of Opa-locka.

EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make presentations and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Proposers. The Proposer's presentation may clarify but may not modify their submitted Proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience, Qualifications, Firm Organization and Project Team The technical expertise and professional competence in areas directly related to this RFP; required number of years of experience in performing similar work demonstrated. The proposal should identify key personnel proposed and roles for this project. Include biographies and experience on similar projects.	50
References Provide a minimum of three (3) references of recent demonstrated experience in providing recycling services similar in nature and size to the Scope of Work and include any government references. Provide a short description of the work performed, dates of service, names, addresses, telephone numbers, fax numbers, locations, remedies, and contract amount.	10
Resources and Approach The methodology and systems reflecting the ability to provide the requested services; thorough discussion of objectives; sensitive approach to public and regulatory concerns; management, coordination of services and quality controls; attention to detail and creativity.	30
Fee Schedule: Cost of Proposal	10
TOTAL	100

ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated Agreement. The City's decisions will be final. Following the selection of firm, the expectation is that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.



PROPOSER QUALIFICATIONS

The Proposer, as a result of this proposal, **MUST** hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information **MUST** be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

7. The length of time (continuous) in business as a service organization in Florida:
_____ years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY**

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:
 - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.
 - A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
 - B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.
 - D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____



DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Name)

_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature



NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPONENT that has submitted the attached proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title



NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

Sworn and subscribed before this

____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires:_____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT FOR THE DEVELOPMENT OF A COMPREHENSIVE CITYWIDE URBAN FORESTRY PLAN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") seeks proposals from qualified firms, consultants, or consultant teams to perform professional consulting and planning services to prepare a comprehensive citywide Urban Forestry Plan; and

WHEREAS, the final plan will update the City's existing street tree plan and expand the scope to include park trees, trees in easement areas, trees near power lines that are maintained by the City of Opa-Locka and Florida Power and Light, and trees on private and other non-City property. Thus, the City's Street Tree plan will become the Urban Forest Plan; and

WHEREAS, the City's Urban Forestry Plan is intended to be strategic in advancing social equity and contributing to an improved quality of life by providing the benefits of urban tree canopy to all community members, which includes improvement of overall emotional and psychological health, and improvement of physical health; and

WHEREAS, United States Department of Agriculture (USDA) Forest Service maps of urban tree canopy coverage show that most of the City has between 0-12% tree canopy coverage; and

WHEREAS, a focus of the Urban Forestry Plan should be expanding the urban forest and creating a more equal distribution of trees across all of the City of Opa-Locka's neighborhoods. The assessment must include a social vulnerability assessment that is intended to guide the equitable implementation of urban forestry strategies, including its expansion; and

WHEREAS, funding for the Urban Forestry Plan Development project is included in the fiscal 2023-2024 Budget with a Fifty Thousand Dollars (\$50,000.00)

grant to be matched by the City in the amount of Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, the Interim City Manager recommends that the City Commission authorize the issuance of a Request For Proposals (RFP) for the development of a comprehensive citywide Urban Forest Plan; and

WHEREAS, the Interim City Manager recommends that the City Commission further authorize spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to authorize the Interim City Manager to issue an RFP for the development of a comprehensive citywide Urban Forest Plan and to further authorize spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary.

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

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to issue Request for Proposals (RFP), attached hereto as Exhibit "A", for provision of a qualified consultant for the development of a comprehensive citywide Urban Forestry Plan for the City and to further authorize spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary.

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

Section 4. 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 _____, 2023.

John H. Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Manager:	Adelina Gross		Department Director Signature:	DocuSigned by: <i>Adelina Gross</i> EC5020C4FFB9414...	
Interim City Manager:	Darvin Williams		CM Signature:		
Commission Meeting Date:	10/11/2023	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
	X		Public Hearing: (Enter X in box)	2nd Reading	
Funding Source: Account#: 19-515491	(Enter Fund & Dept.) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes	
				No	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related (Enter X in box)	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: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name	City Manager		Department: Capital Improvements Program	City Manager	

Short Title:

Request for Proposals Comprehensive Urban Forestry Plan Development

Staff Summary:

The City of Opa-locka seeks proposals from qualified firms, consultants, or consultant teams to perform professional consulting and planning services to prepare a comprehensive citywide Urban Forest Plan. The final plan will update the City's existing street tree plan and expand the scope to include park trees, trees in easement areas, trees near power lines that are maintained by the City of Opa-locka and Florida Power and Light, and trees on private and other non-City property. Thus, Opa-locka's street tree plan will become the Urban Forest Plan.

The City's Urban Forest Plan is intended to be strategic in advancing social equity and contributing to an improved quality of life by providing the benefits of urban tree canopy to all community members, which includes improvement of overall emotional and psychological health, and improvement of physical health. USDA Forest Service maps of urban tree canopy coverage show that most of the City has between 0-12% tree canopy coverage. A focus of the Urban Forest Plan should be expanding the urban forest and creating a more equal distribution of trees across all of the City of Opa-locka's neighborhoods. The assessment must include a social vulnerability assessment that is intended to guide the equitable implementation of Urban Forestry strategies, including its expansion.

The intent of this item is to issue a request for proposals for the development of a comprehensive citywide Urban Forest Plan.

Financial Impact - Funding for the Urban Forestry Plan Development project is included in the FY 24 Budget with a \$50,000 grant to be matched by the City in the amount of \$50,000. For the purpose of obtaining broad dissemination of this solicitation and to ensure a wide range of qualified bidders are aware of this opportunity, print media may be used in addition to electronic media at a cost not to exceed \$3,000. This expenditure will be funded in the Non-Department Division, Other Advertising (19-515491) which has an available balance of \$25,000.

Proposed Action:

Staff recommends the issuance of a Request for Proposals for the Comprehensive Urban Forestry Plan development in compliance with the Awarded Grant received during Fiscal Year 2022-23.

Attachment:

1. Agenda
2. RFP Set

CITY OF OPA-LOCKA



REQUEST FOR PROPOSAL CITYWIDE URBAN FOREST PLAN

Table of Contents

- I. Proposal Guidelines
 - a. Advertisement
 - b. Proposal Submission
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- III. General Requirements
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- IV. Evaluation and Selection Process
 - a. Review of Proposals
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- V. Attachments
 - a. PROPOSER QUALIFICATIONS
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**RFP NO: 23-TBA
CITYWIDE URBAN FOREST PLAN**

The sealed proposal for Citywide Urban Forest Plan for the City of Opa-locka will be received by the City's Clerk Office, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, TBA, by 2:00 pm. Any RFP Package received after the designated closing time will be returned unopened. The City will accept proposals by mail; however, the contractor must submit the proposal by the due date. In addition, the proposal may be submitted [via www.demandstar.com](http://www.demandstar.com) (e-bid) by 2:00 pm.

The address to submit sealed proposal is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked RFP for CITYWIDE URBAN FOREST PLAN.

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the RFP NO: 23-TBA requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

Joanna Flores, CMC
City Clerk

RFP NO: 23-TBA
PART I
PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka seeks proposals for a CITYWIDE URBAN FOREST PLAN. The City is soliciting bids on behalf of the City Manager's Office for the Citywide Forest Plan Services under the laws of the State of Florida. These services must be efficient and economical, adhere to industry standards and best practices, and utilize the latest nonproprietary technology. The Contract will be awarded to the highest ranked Proposer, as described in the Evaluation Procedures Section below.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is Proposer's responsibility to submit Proposer's proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 p.m. on tba, 2023. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 23-TBA – CITYWIDE URBAN FOREST PLAN.**

This package shall also include the Proposer's return address. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the City and will not be returned to the Proposer.

The City cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline will not be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an original and six (6) copies (a total of 7) plus one copy on USB flash drive in PDF format of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The City may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties. The City anticipates that the final Agreement will be in substantial conformance with this sample Agreement; nevertheless, Proposers are advised that any Agreement may result from the RFP may deviate from the Sample Agreement.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager’s Office for all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers’ insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

- Evidence of General Liability coverage with limits not less than \$1,000,000 per Occurrence/ \$2,000,000 Aggregate (Including Policy Number and Policy Period);
- Evidence of Auto Liability coverage with limits not less than \$1,000,000 per Occurrence/\$1,000,000 Aggregate (Including Policy Number and Policy Period);
- Evidence of Workers’ Compensation coverage with statutory limits and Employer’s Liability coverage with limits not less than \$100,000 (Including Policy Number and Policy Period);
- The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);
- Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services’ “Convicted Vendor List”. This list is defined as consisting

of persons and affiliates who are disqualified from public contracting and purchasing processes because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed service.

CALENDAR EVENTS

EVENT	DATE/LOCATION	
Release Date	TBA	
Pre-Bid Meeting	TBA	
Written Questions Due	TBA @ 5:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFQ No: Bid Questions"	
Response to Questions	TBA @ 5:00pm	
Due Date/Bid Opening	TBA @ 2:00 pm	at: City of Opa-locka Clerk Office 780 Fisherman Street, 4th Floor Opa-locka, Florida 33054 OR Electronic Bid on www.Demandstar.com
EVALUATION: Evaluation Committee Meeting (Open to the Public).	TBA	
Award Letter Recommendation	TBA	
Post Award	TBA	

PART II
NATURE OF SERVICE

I. INTRODUCTION

The City of Opa-locka (City) seeks proposals from qualified firms, consultants, or consultant teams to perform professional consulting and planning services to prepare a comprehensive citywide Urban Forest Plan in accordance with this Request for Proposals (RFP). The proposal seeks to both update the City's existing street tree plan and expand the scope to include park trees, trees in easement areas, trees near power lines that are maintained by the City of Opa-locka and Florida Power and Light, and trees on private and other non-City of Opa-locka property. Thus, Opa-locka's street tree plan will become the Urban Forest Plan.

The City's Urban Forest Plan is intended to be strategic in advancing social equity and contributing to an improved quality of life by providing the benefits of urban tree canopy to all community members, which includes improvement of overall emotional and psychological health, and improvement of physical health. USDA Forest Service maps of urban tree canopy coverage show that most of the City has between 0-12% tree canopy coverage. A focus of the Urban Forest Plan should be expanding the urban forest and creating a more equal distribution of trees across all the City of Opa-locka's neighborhoods. The assessment must include a social vulnerability assessment that is intended to guide the equitable implementation of Urban Forestry strategies, including its expansion.

A. PURPOSE OF REQUEST

The purpose of this Request for Proposals is to develop an Urban Forest Plan that accomplishes the following:

1. Creation of a Master Street Tree Plan. The proposal seeks to create a street tree plan expand the scope to include park trees and develop recommendations to promote an increase in the overall canopy, including trees not managed by the city.
2. Develop a Dynamic and Forward-focused Plan and Related Policies Based on the Needs of the City. The City is in need of a Tree Canopy Assessment and strategies for planting, maintenance, and pruning trees to meet the needs of the Community. Additionally, new revision/addition and/or creation of City Ordinances, and the creation of planning documents integrating Urban Forest activities and initiatives. The Urban Forest Plan will guide the City's operations and activities, including expanding and maintaining the tree canopy, for the next 10 years.
3. Review the Structure and Funding of Urban Forest Management. The City is currently looking to employ one full-time arborist within the Beautification Department. The Plan will propose future staffing and contract levels, effective organizational structures, and recommend funding mechanisms for a proactive Urban Forest Program that will provide a level of service necessary for a sustainable and thriving urban forest.

B. GUIDING PRINCIPLES

The City seeks to build upon the existing trees and expand its healthy and resilient tree canopy. Equity must be centered throughout all phases of the development of the Urban Forest Plan, including incorporation of racial equity, soliciting community engagement and input, and assessments of tree canopy alongside social vulnerability. The goal is to expand the urban forest and make the benefits of an urban tree canopy accessible to all neighborhoods, especially those with residents that are lower-income and communities of color. The Urban Forest Plan should be ambitious and achievable with the recommended program budget and staffing recommendations.

Incorporation of Equity and Indigenous Practices

The existing Community makeup and tree coverage is a result of historic development practices and exclusionary policies. With the disproportionate impacts on property value, wealth, and public health, it is essential that the Urban Forest Plan establish racial equity guardrails such that policies and practices moving forward do not continue to exacerbate existing gaps between the community. Proposals should describe how the Consultant Team plans to incorporate a Social Vulnerability Analysis into its recommended strategies and prioritize the benefits of tree shade to those communities that currently lack tree canopy, including increasing access to decision-making in the planning process. The diversity of languages and cultural backgrounds of residents should be incorporated into the outreach strategy and plan.

Focus on Drought Tolerant and Native Species

The Urban Forest Plan should identify trees well suited to Opa-locka's current and future climate. A focus on drought-tolerant, shade-producing, Florida native species suited to Opa-locka's changing climate is preferred. Trees with high carbon sequestration capacity are also preferred.

Integration with City plans

The Urban Forest Plan should complement and build upon existing City plans, including the Community Development, Community Redevelopment Association and Opa-locka 2030 Plan, particularly in holistically addressing green space and climate impacts across Opa-locka and include recommendations for complying with related State mandates and requirements, not limited to Water Efficient Landscape and Miami-Dade County and State of Florida regulations.

I. SCOPE OF SERVICES

The City is looking to move forward quickly upon contract execution with the selected Consultant to meet the targeted project milestones. The selected Consultant is expected to provide the deliverables and to facilitate or participate in all tasks that list the Consultant as the responsible party. Each task should be costed separately for the project team to decide what can be achieved with the budget. If it makes sense to combine tasks, they can be combined if the objectives are still met. Proposers may include additional, optional tasks that they feel should be included in the project to achieve the optimal outcome; however, these costs and hours must be listed separately in the budget and may not be approved.

Please note that **this project has a not to exceed budget of \$100,000.00 including but not limited to additional services and tasks the Consultant may propose as optional tasks.**

Notwithstanding the inclusion of services in this RFP, the final scope of services negotiated between the City and the successful Proposer shall be set forth in the Professional Services Agreement (“Agreement”) executed by and between the City and the successful Proposer.

1. Project Management

- A. Coordination and Meetings. The selected Consultant’s Project Manager will take the lead in coordinating all project activities, including coordinating with City of Opa-locka Project Manager, deliverables, submissions, permits, and similar coordination efforts consistent with the scope of services.
 - 1. The Consultant shall develop a plan for regular meetings with City staff throughout the duration of the project as required to coordinate and execute the scope of services. The Consultant shall prepare and circulate meeting minutes from all coordinating meetings.
 - 2. The Consultant shall develop a plan and schedule to conduct and present at public outreach meetings (using various forms of virtual platforms) to solicit input from, promote the project to, and garner support for the project by the public.
 - 3. The Consultant shall present draft and final plan documents at relevant City Board and Commission and City Council meetings and support the Plan’s adoption by City Council.
- B. Project Schedule. The Consultant shall prepare and periodically update a project schedule with tasks and milestones. The Consultant shall break down the schedule by logical tasks with enough detail to track project progress. The schedule must reflect realistic review periods for tasks, such as reports, plans, and coordination.
- C. Administration
 - 1. The Consultant shall submit a consolidated monthly invoice that includes a
 - 2. progress report reflecting the work completed with the invoice.
 - 3. The Consultant shall maintain project files in accordance with its Work Plan.
- D. Work Plan. The Consultant shall prepare a Work Plan, based on the agreed upon Scope of Work, that includes a list of deliverables, milestone submittal schedule, summary of organization responsibilities and contacts, and task budgets. The Work Plan shall be submitted to the City and approved prior to the first invoice.

2. Analysis of Current Status, Challenges and Opportunities

As part of the development of the Urban Forest Plan, the consultant will review all relevant material, including City policies and documents, to identify where the City is successfully meeting program goals, and where there are gaps and areas for recommended improvements.

- A. Assess City Policies and Documents. The Consultant shall review and assess all relevant material listed in this section.
 - 1. Community Development Master Plan

2. Municipal Code (e.g., Protection of Trees, Trees and Shrubbery, Landscaping, Preservation of Historical and Cultural Resources).
3. City Guidelines, Specifications and Standards (e.g., Street Design, Planning Permits, Greenstreet Guidelines, Neighborhood Design Guidelines, Tree Removal/Pruning Permits, Landmark Trees, Master Tree List, Parking Lot Shade Guidelines, Street Tree Planting Requirements, City Landscape and Tree Maintenance Specifications)
4. Climate Action and Resiliency Plan
5. Contractor technical specifications for public tree maintenance.
6. Maintenance and level of service for trees in city easements
7. Key Parties and Stakeholders (interviews required)
 - a) City Council and Advisory Commissions
 - b) City Staff and Other Public Agencies
 - c) Non-Profit Groups
 - d) Residents and Business Owners
 - e) Others
8. Summarize current and future challenges and opportunities in terms of City policies and planning. Who manages/ interacts with trees in City of Opa-locka? What conflicts exist between public agencies/departments/residents with respect to tree management? What opportunities exist for improving city policies, procedures, and plans related to public and private trees?

B. Assess Program Structure, Function, and Budget

1. Current staffing and program resources/staffing/roles and responsibilities (e.g., in-house, tree maintenance contract)
2. Work conducted (i.e., planting, young tree care, mature tree care, hazard tree abatement, administration, special projects (e.g., removal/replacement programs, major corridor tree/landscape improvements), backlog of work, emergency response, levels of interdepartmental coordination, etc.
3. Budget allocated and current level of service.

C. Assess Current City Public Tree Resources (Streets, Easements, Open Space, and Parks)

1. Tree numbers and stocking levels (from existing inventory)
2. Species composition and age diversity (from existing inventory)
3. Species fitness for future climate and growing conditions (pests, drought, etc.)
4. Management needs

5. Current value – resource units and annual monetary benefits, benefit-cost ratios for street and park tree populations
6. Current public opinion – conduct outreach to determine public opinion concerning services provided by the City and preference for alternative future investments.

D. Assess Private and Public Trees Resources (Canopy Cover Analysis)

1. Tree canopy cover and available growing space (area and %) by census tract (for equity assessment)
2. Overall health of the canopy by census tract (if discernible from existing imagery).
3. Identify primary threats to urban forest health citywide.
4. Equity assessment (distribution of canopy cover and its health, as well as available growing space, in relation to socio-economic indicators of need from census tract data.
5. Planting and management needs to be prioritized by census tract.
6. Value-resource units and annual monetary benefits, benefit-cost ratios by census tract if available
7. Current public opinion – conduct outreach to determine public opinion concerning the extent, health and preference for alternative future investments in the City’s urban forest canopy.
8. Provide an overall assessment of Opa-locka’s existing urban forest ecology using a framework such as [Nature Serve’s Ecology Integrity Assessment Method](#), [US Forest Service’s Forest Landscape Assessment Tool](#) or other appropriate framework.

3. Stakeholder Participation and Outreach

- A. Develop and implement an outreach plan that identifies and engages stakeholders. Consultant team should expect to have a multilingual outreach process that supports engagement with a diversity of cultures and ethnic backgrounds.
- B. Develop and provide content for project web pages to be uploaded by City staff and hosted on the existing City web site, which will be a resource for project documents.
- C. Collect input from stakeholders, including communities that may not be able to participate in web-public comment, pop-up events at farmers markets and other spaces, community presentations, or student ambassadors.
- D. Develop media messaging materials and a media outreach strategy to inform the public about the planning process as well as opportunities for residents to be involved in supporting the health of the urban forest, including planting and properly managing trees on private and public property.
- E. Engagement is expected to be ongoing, substantial, and center neighborhoods where priority tree planting will likely occur.
- F. The Project Manager can assist in connecting to local partners and community groups, as well as running some of the outreach events/pop-ups.

4. Urban Forest Plan Development

The consultant team will prepare the Urban Forest Plan document with input from City staff to encompass the determinations based on issues identified in the Scope of Work. The consultant team will develop the organization, narrative text, graphic layout, and a complementary web-based document. The Plan will retain and expand to include park trees and develop recommendations to promote an increase in the overall canopy, including trees not managed by the city.

- A. Identify principles and key goals for the plan update. Work with the community to develop principles and goals for the updated Plan and the Urban Forest Program. Guiding principles for the plan implementation are outlined in the background. Identify major challenges for Opa-locka in implementing this work. The Consultant team should plan to address social equity in the prioritization of tree planting across neighborhoods and in the outreach process; incorporation of all partners; and acknowledgment in preparation of a future Green Infrastructure Plan.
- B. Key performance indicators. Recommend measurable key performance indicators for tracking progress on Plan goals (considering existing city goals), such as tree planting numbers, net tree gain and tree canopy coverage, increased native biodiversity, number of environmental justice priority community events, number of volunteer hours, and others with citywide goals. Propose policies and strategies that support the achievement of these goals.
- C. Tree species and management recommendations.
 - 1. The Plan should identify recommended street tree species appropriate for planting in the public right of way and park trees for planting in parks that meet criteria such as drought tolerance, groundwater table, Florida natives, root growth (minimizing impacts to adjacent public sidewalks and private sewer laterals), and height (many of the City's residential neighborhoods still have overhead power lines), and future climatic conditions.
 - 2. Develop a tree species matrix that includes ratings for CO₂ storage, air quality benefits in terms of ozone, nitrogen dioxide, particulate matter and sulfur dioxide, shade, habitat, pest risk, and other ratings as appropriate. Include mature examples of each species.
 - 3. Provide the City and stakeholders with guidance and recommendations in regard to the state of urban forestry best practices in the following areas at a minimum:
 - a) Tree care & health
 - b) Tree monitoring
 - c) Tree protection, removal, and mitigation for public and private trees
 - d) Integrating urban forestry into land use planning
 - e) Water conservation considerations
 - f) Tree shade and urban heat island mitigation
 - g) Public and private utility conflict mitigation

4. Identify strategies to reduce tree maintenance and sidewalk repair costs and minimize tree/utility conflicts.
5. Outline recommendations for best management practices for declining trees and removal of public trees and outline any proactive mitigation strategies to minimize the need for removals.
6. Outline recommendations for the preservation of existing trees on private property, including requirements for removal.
7. Recommend supplemental tools/policies/practices toward increasing tree planting programs including increasing the use of tree zones with automated irrigation systems within the disadvantaged communities.

D. Recommendations for Staffing Structure, Function, Budget and Revenue for Urban Forest.

1. Based on community input from outreach efforts, what aspects of the City's urban forest program pose the greatest challenges and opportunities? What potential future investments are most and least preferred?
2. Recommend optimal staffing (mix of in-house, contract, other) to improve service and efficiency.
3. Determine a recommended budget for urban forest management to meet the desired level of service and plan goals, including ongoing community engagement.
4. Identify potential sources of revenue or support to increase funding and resources available to the Urban Forest.
5. Evaluate the current tree maintenance contract and specifications and make recommendations to align with the overall goals of the Urban Forest Plan and recommended staffing and programmatic needs.
6. Provide a comprehensive list of all applicable resources with the required competencies including staffing, tools, and software.
7. Recommended urban forest management strategies applying but not limited to the following: Reliability Centered Management, Just In Time, Optimal Prune Cycle and address Cost of Deferring Maintenance, Tree Growth Analysis, Pest Pressure and Loads and Other Environmental factors such drought, poor soil conditions and pathogen loads.

E. Challenges for maintaining a healthy urban forest. Climate change, rising groundwater, drought, and potential challenges to maintaining a healthy and vibrant urban forest. The plan should identify these and other challenges and suggest creative solutions to address identified challenges.

- F. Recommendation for ongoing community input on urban forest management. Tree planting and care will not be a City endeavor alone – it will require the participation and investment of the community and partners. We want to build community leadership around tree caretaking. Recommendations may address:
1. Recommended actions regarding partnerships, outreach, programming, and community events. This can include Tree Care Academy, best outreach/communication practices, demonstration projects, and volunteer tree planting programs in public areas and Arbor Day/tree festival/community planting days.
 2. Recommendations to educate residents about the urban forest, how it supports the city's climate mitigation and adaptation goals and how residents can be involved in supporting the urban forest, including information on what residents are allowed or required to do with public trees.
 3. Strategies to encourage and assist residents, businesses, and private property owners to plant and properly maintain trees on their own property (including provision of free or rebated trees and MDC or City rebates).
 4. With limited staff capacity at the City, a tree planting and maintenance program will need to be supplemented and supported by a community network. Identify some possible collaboration structures for staff, community volunteers, horticulture students, community partners, and organizations to work together on the tree planting program.
 5. Possible partnerships with local businesses and nurseries to further support the community.
 6. Recommendations on applicable community engagement resources, including staffing, tools and software.
- G. Changes to City policies and related plans. Identify any recommended changes to current City policies, planning, and documents based on assessment of current policies and plans. Identify any areas that might be subject to improvements.
- H. Inventory. Provide recommendations on expanding the City's tree inventory to include all city trees.
- I. Plan evaluation and updates. Provide recommendations for the ongoing evaluation of the effectiveness of the Plan and guidance for the timing and process of updating the Plan.

II. MINIMUM QUALIFICATIONS

1. Consultants must meet the following minimum qualifications in order to be considered responsive to this RFP:
 - a. As of the submission deadline, the consultant shall have a minimum of three (3) years of experience satisfactorily providing the same or similar services requested under this RFP. Prior experience working with municipalities or other public entities is preferred.
 - b. As of the submission deadline, the consultant shall be registered with Florida State and be in good standing.
 - c. The project team must have experience with the development of at least three (3) other urban forest or tree plans.
 - d. The project team must include ISA (International Society of Arboriculture) certified staff and Arborist.
2. Any consultant that does not meet these minimum requirements shall not be eligible to be considered for placement on the list of qualified on-call consultants.

The proposal shall include the following items:
3. **Letter of Interest (10 points, 3 page maximum)**. Please include in the submittal a letter introducing the consultant and expressing the consultant's interest in developing the Urban Forest Plan. The letter of interest should also include all of the following:
 4. Provide the name of entity, its mailing address, telephone, email address. Please describe the organization.
 5. Indicate that the consultant has the availability and time to dedicate the personnel and resources necessary to provide on-call consulting services.
 6. Indicate that the consultant has the minimum qualifications listed in Section [III](#) above.
 7. Indicate the intention of the consultant to adhere to the provisions described in the RFP.
 8. If selected to provide consulting services, the consultant will be expected to sign a service provider agreement with the City.
9. Please identify the contact person responsible for the submittal, specifying the name, title, and contact information.
10. Please note that the person signing the letter of interest must be a legal representative of the consultant authorized to bind the consultant to an agreement in the event of an award.
11. **Relevant Experience of Key Personnel and the Firm (15 points, 15 page maximum)**.
12. **Key Personnel Experience**. The submittal must identify the key personnel that are to be assigned if awarded a contract, detailing their qualifications, areas of expertise, a summary of their past experience performing similar services for the City of Opa-locka or neighboring jurisdictions in the Miami Dade County Area, and a resume of each key personnel, including experience working with City staff, local community groups and decision-makers, and regional partner agencies.
13. **Firm Experience**. The submittal must describe the firm's pertinent project experience, including a list of performed relevant projects, past performance, individual or team accomplishments, and examples of similar work for the City or neighboring jurisdictions in the Miami Dade County area, including experience working with City staff, local community groups and decision-makers, and regional partner

agencies.

14. **General Firm Information.** General firm information including the number of employees, location of firm headquarters, branch offices, and number of years in business may also be provided.
15. **Scope of Services (50 points).** The Proposer shall prepare a complete description of the scope of services which the Proposer intends to perform in order to achieve the Project Objectives. The Proposer may identify services which differ from the scope of services if the Proposer believes the changes will assist the City in more efficiently and effectively achieving the City's stated Project Objectives. **Note in the scope of services the project management timeline, milestones, and team meetings.**
16. **Fee Schedule (20 points).** (Budget not to exceed \$100,000.00 including but no limited to additional and/or optional tasks and services:
 17. Estimated fee by task (tasks should match the scope of services section)
 18. Hourly billing rate schedule for all proposed staff
 19. Types and estimated amount of expenses to be billed to the project.
 20. Fees by sub-consultant, by task.
21. **Anticipated Timeline. (5 Points)** The proposal shall include a general timeline for the Scope of Services.
22. **Client References (Pass/Fail).** Consultant must provide a minimum of four (4) client references. Please complete and include the Client Reference worksheet. The consultant's submission of a completed constitutes the consultant's express consent for the City to contact the listed references to inquire regarding the qualifications of the consultant.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFQ.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFQ.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFQ as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided elevator services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms Proposers must compete and submit as part of its Proposal all of the following forms and/or documents.

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review, and discuss all proposals submitted. The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFQ including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation which includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Categories	Points
Category 1. Experience:in public andprivatesector (minimum of 5 years of experience). Qualifications of the Project Team.	15
Category 2. SOW: The ability to meet the defined scope of work, plan, project approach, and methodology. References: three (3) required.	50
Category 3. Letter of Intent: The letter introducing the consultant and expressing the consultant's interest in developing the Urban Forest Plan.	10
Category 4. Timeline: The proposal shall include a general timeline for the Scope of Services.	5
Category 5. Fee schedule: Cost of proposal	20
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFQ, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFQ.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

PROPOSER QUALIFICATIONS

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization:

5. **Name and Title of Principal Officers** **Date Elected:**

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

7. The length of time (continuous) in business as a service organization in Florida:

_____ years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



PRICE PROPOSAL FORM

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: \$ _____

SUBMITTED THIS _____ DAY OF _____ 2023.

BID SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to Submit
Bid

Fax Number

Signature

Email Address

Title



CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

- 1.** The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:
 - A.** Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B.** Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C.** Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
- 2.** The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.
 - A.** "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
 - B.** The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - C.** A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.
 - D.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - E.** The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____



CITY OF OPA-LOCKA
DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Name)

_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature



**CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of _____ the PROPONENT that has submitted the attached proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title



NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

Sworn and subscribed before this

____day of_____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires:_____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT FOR PROFESSIONAL RECYCLING SERVICES AT THE CITY'S MUNICIPAL COMPLEX; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka determined there was a significant use of recyclables being discarded by City's staff while conducting City business; and

WHEREAS, in an effort to reduce the amount of energy and gases being produced by trash, the City Commission passed Resolution #23-091, directing the Interim City Manager to develop a recycling plan for the City's Municipal Complex; and

WHEREAS, the City of Opa-Locka ("City") is seeking professional recycling services at the Municipal Complex; and

WHEREAS, the Interim City Manager is recommending that the City Commission authorize the issuance of a Request For Proposals (RFP) for professional recycling services at the City's Municipal Complex; and

WHEREAS, the selected individual or firm is expected to collect, haul, and dispose of the City's recyclable materials. Additionally, the individual or firm must coordinate and manage the service schedule and provide monthly collection reports and bins as needed; and

WHEREAS, the Interim City Manager recommends that the City Commission further authorize spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to authorize the Interim City Manager to issue an RFP for professional recycling services at the Municipal Complex and to further authorize spending of up

to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary.

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

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to issue Request for Proposals (RFP), attached hereto as Exhibit "A", for the provision of a qualified consultant for professional recycling services at the Municipal Complex within the City and to further authorize spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary.

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

Section 4. 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 _____, 2023.

John H. Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



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

City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	10.11.2023		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	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 X		No	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
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>			
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

A resolution authorizing the Interim City Manager to issue an RFP for professional recycling services at the City's Municipal Complex.

Staff Summary:

History- The City Commission determined there was a significant use of recyclables being discarded by City's staff while conducting City business. To reduce the amount of energy and gases being produced by trash, the City Commission passed Resolution #23-091, directing the Interim City Manager to develop a recycling plan for the City's Municipal Complex.

Current- The City of Opa-locka is seeking professional recycling services at the Municipal Complex. The selected individual or firm is expected to collect, haul, and dispose of the City's recyclable material.

Additionally, they must coordinate and manage the service schedule as agreed with both parties and provide monthly collection reports and bins as needed.

The City intends to select a firm that meets the best interests and required qualifications of the City as outlined in the RFP. The term of this contract is anticipated to be three (3) fiscal years with a renewal of two (2) one-year terms.

Financial Impact – To ensure the broadest possible coverage in reaching out to potential bidders, the City may elect to advertise in publications as well as electronic advertising. The cost of this won't exceed \$3,000 and will be charged to the Other Advertising account, Non-Department Division (\$25,000) in the Tentative FY 24 Budget, subject to the City Commission final adoption of the FY 24 Budget.

Proposed Action:

It is recommended the City Commission approve legislation authorizing the Interim City Manager to issue an RFP for the recycling service at the Municipal Complex.

Attachment:

Request for Proposals (RFP)- Recycling Services at Municipal Complex
Reso No. 23-091

City of Opa-locka



RFP NO: 23 - TBA

REQUEST FOR PROPOSALS (RFP)

RECYCLING SERVICES FOR MUNICIPAL COMPLEX

CITY OF OPA-LOCKA
RFP NO. 23-TBA
RECYCLING SERVICES FOR MUNICIPAL COMPLEX

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**CITY OF OPA-LOCKA REQUEST FOR PROPOSALS
RFP NO: 23-TBA
RECYCLING SERVICES FOR MUNICIPAL COMPLEX**

The sealed proposal for Recycling Services at the Municipal Complex for the City of Opa-locka will be received by the City's Clerk Office, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **TBA, by 2:00 pm.** Any RFP Package received after the designated closing time will be returned unopened. The City will accept proposals by mail; however, the contractor must submit the proposal by the due date. In addition, the proposal may be submitted via www.demandstar.com (e-bid) by 2:00 pm.

The address to submit sealed proposal is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for RECYCLING SERVICES FOR MUNICIPAL COMPLEX.**

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the **RFP NO: 23-TBA** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

Joanna Flores, CMC
City Clerk

**CITY OF OPA-LOCKA REQUEST FOR PROPOSALS
RFP NO: 23-TBA
RECYCLING SERVICES FOR MUNICIPAL COMPLEX**

**PART I
PROPOSAL GUIDELINES**

1-1. Introduction: The City of Opa-locka seeks proposals for a comprehensive Recycling Services at the Municipal Complex. The City is soliciting bids on behalf of the City Manager's Office for the Recycling Services under the laws of the State of Florida. These services must be efficient and economical, adhere to industry standards and best practices, and utilize the latest nonproprietary technology. The Contract will be awarded to the highest ranked Proposer, as described in the Evaluation Procedures Section below.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is Proposer's responsibility to submit Proposer's proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 p.m. on tba, 2023. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 23-TBA – RECYCLING SERVICES FOR MUNICIPAL COMPLEX.**

This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the City and will not be returned to the Proposer.

The City cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on USB flash drive in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The City may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties. The City anticipates that the final Agreement will be in substantial conformance with this sample Agreement; nevertheless, Proposers are advised that any Agreement may result from the RFP may deviate from the Sample Agreement.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager’s Office for all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers’ insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than \$1,000,000 per Occurrence/ \$2,000,000 Aggregate (Including Policy Number and Policy Period);
2. Evidence of Auto Liability coverage with limits not less than \$1,000,000 per Occurrence/\$1,000,000 Aggregate (Including Policy Number and Policy Period);
3. Evidence of Workers’ Compensation coverage with statutory limits and Employer’s Liability coverage with limits not less than \$100,000 (Including Policy Number and Policy Period);
4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);
5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing processes because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

Purpose

The purpose of this Request for Proposal (RFP) is to receive proposals for selection of a contractor to provide the hauling and processing of recyclable materials at the Municipal Complex for the City of Opa-locka.

This RFP does not constitute a contract for services performed or to be performed. The City is not responsible for any costs incurred by the respondent in proposal preparation, presentations, site visits, or benchmarks performed.

Scope of Work

The selected individual or firm shall be expected to perform the services required under this Request for Proposal expeditiously. The scope should include the following, but is not limited to:

1. Collection

Four (4) bins/Containers shall be provided by the Contractor. Each bin shall be placed in a strategic area of the building to maximize collection efficiency. Contractor shall implement a recycling process that allows for recyclable materials to be collected in two streams.

1. **Stream One (1) Paper Bins:** recyclable materials like newspapers, magazines and catalogs, mixed paper, cardboard, etc.
2. **Stream Two (2) Plastic/Non-Paper Bins:** recyclable materials like plastic, glass, metal cans and all non-paper recyclable materials.

2. Hauling Services

The Contractor shall service the recycling collection bins at the municipal site often enough that reasonable recycling capacity is always available. The City requires that any bin that is at or over 70% capacity will be pulled/emptied at once. The City will monitor the capacity regularly, in cooperation with the Contractor.

A schedule for pulls from each collection site shall be established and kept updated for use by the City. The schedule of pulls may vary by season and will need to be updated from time to time. There may be, during peak event periods, including weekends and holidays, the need for on-demand service to deal with heavy usage.

The objective is to service the bins frequently enough to avoid overfilling/site spillage. It is expected that at least a core schedule will concentrate on the Fridays and Mondays that bracket expected heavy use. Contractor must respond to a request for service from the City within 24 hours.

Hauling services provided by the Contractor shall include:

- Contractor will house additional replacement bins to provide if necessary.
- Contractor will provide an updated schedule for pulls (hauling) to the City.
- Contractor will ensure that no trash or recyclable materials are left on the ground when servicing the recycling sites.
- Provide monthly report on materials collections, including data on each pull (date, time, container type, volume, weight). The monthly reports shall be in a format acceptable to the City.

2-2 PROPOSER QUALIFICATIONS

Adequate information and documentation must be provided in the Proposal to support or confirm satisfaction of the required qualifications below:

- The Proposer shall have extensive experience, expertise, and reliability in Recycling Services; established reputation, particularly with governmental clients; Proposer must have a minimum of five (5) years of consecutive and successful experience in the aforementioned areas.
- Proposer's track record in providing Recycling Services to governmental agencies as well as private entities (Please provide a list of current and relevant projects, including client names, titles, phone numbers and email address. Please ensure that contact information is current.)
- Demonstrate an overall combination of skills, prior work experience, business reputation, and commitment to diversity.

2-3 TERM OF CONTRACT

The term of the contract is anticipated to be three (3) fiscal years with a renewal of two (2) one-year terms (1). The renewal is subject to the negotiation of terms with the contractor, the concurrence of the City of Opa-Locka City Commission, and availability of annual appropriation.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposer's understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail the proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City for this project.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for Proposer's project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the Proposer has provided Recycling Services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must complete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification
- E-Verification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV

EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP, including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive Proposer whose Proposal best serves the interest of and represents the best value to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make presentations and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Proposers. The Proposer's presentation may clarify but may not modify their submitted Proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience and Qualifications. 1. The technical expertise and professional competence in areas directly related to this RFP; required number of years of experience in performing similar work demonstrated. 2. The ability to manage and coordinate the services, deliver quality products/services, be a reliable service provider, stay within budget, and meet deadlines; level of experience and training of key personnel assigned, including sub-consultants, if applicable; strength and stability of the firm; breadth and depth of resources.	40
References 1. Provide a minimum of three (3) references of recent demonstrated experience in providing recycling services similar in nature and size to the Scope of Work and include any government references. Provide a short description of the work performed, dates of service, names, addresses, telephone numbers, fax numbers, locations, remedies, and contract amount.	20
Resources and approach 1. The methodology and systems reflecting the ability to provide the requested services; thorough discussion of objectives; sensitive approach to public and regulatory concerns; management, coordination of services and quality controls; attention to detail and creativity.	30
Price Proposal 1. Cost of proposed services	10
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated Agreement. The City's decisions will be final. Following the selection of firm, the expectation is that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

CALENDAR EVENTS

EVENT	DATE/LOCATION	
Release Date	TBA	
Pre-Bid Meeting	TBA	
Written Questions Due	TBA @ 5:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFP No: Bid Questions"	
Response to Questions	TBA @ 5:00pm	
Due Date/Bid Opening	TBA @ 2:00 pm	at: City of Opa-locka Clerk Office 780 Fisherman Street, 4th Floor Opa-locka, Florida 33054 OR Electronic Bid on www.Demandstar.com
PHASE 1: 1st Evaluation Committee Meeting (Open to the Public).	TBA	
PHASE 2: (Only if necessary) Shortlist Presentations	TBA	
Committee Ranking (Open Meeting)	TBA	
Contract Negotiations (Closed Meeting)	TBA	
Award Letter Recommendation	TBA	
Post Award	TBA	

**RFP NO. 23-TBA
RECYCLING SERVICES FOR MUNICIPAL COMPLEX**

The Proposer, as a result of this proposal, **MUST** hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information **MUST** be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, indicate:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers

Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

7. The length of time (continuous) in business as a service organization in Florida:
_____ years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka RFP during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the Proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

RPF NO. 23-TBA
PRICE PROPOSAL FORM

Firms must use the Cost Proposal below to submit your Firm's cost for this project indicated in the Scope of Service herein.

The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the hourly rates provided below.

The proposing firm must completely fill out each row below. The firm must provide a detailed fee schedule that explains the cost and services.

LUMP SUM PRICE: \$_____

Fees/Hourly Rates

The City prefer a monthly cost for services; please provide projected fixed cost for each of the 4 sections listed below (Hauling Services, Collection Monitoring, Monthly Reports).

Please provide pricing for those services you are prepared to provide.

<u>Function</u>	<u>Fixed Fee</u> <u>(Monthly)</u>
Hauling Services	_____
Collection Monitoring	_____
Monthly Reports	_____
Total Fixed Fee	_____

SUBMITTED THIS _____ DAY OF _____ 2023.

BID SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to Submit
Bid

Title

Signature

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature_____

Printed Name _____

**CITY OF OPA-LOCKA
RFP NO. 23-TBA**

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the

(Title/Position) (Name)

(Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature

CITY OF OPA-LOCKA NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPOSER that has submitted the attached proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

Sworn and subscribed before this

____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires:_____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. 23-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH MIAMI DADE COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Home Rule Charter authorizes Miami-Dade County ("County") to provide for the uniform health and welfare of the residents throughout the County; and

WHEREAS, the Community Development Block Grant Program (CDBG) was authorized by the Housing Community Development Act of 1974, as amended, with the primary objective of promoting the development of viable urban communities; and

WHEREAS, the Miami Dade County Public Housing and Community Development (PHCD) administers the Miami-Dade County entitlement's Community Development Block Grant Program; and

WHEREAS, annually, the City enters into an Interlocal Agreement with Miami Dade County which allows the City of Opa-Locka to remain eligible for Community Development Block Grant (CDBG) funding; and

WHEREAS, the City has previously utilized the Community Development Block Grant funding to complete various rehabilitation projects throughout the City; and

WHEREAS, this year, there was a delay in executing the agreement, which resulted in the City missing the annual deadline. The City Administration sought an extension of the deadline, which was Friday, September 29, 2023 and is now seeking ratification for the Interlocal Agreement; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to ratify the execution of the Interlocal Agreement, as described herein.

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

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. The City Commission of the City of Opa-Locka, Florida, hereby ratifies the execution of an Interlocal Agreement with Miami Dade County for Community Development Block Grant (CDBG) funding, attached hereto as Exhibit "A".

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, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. 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 _____, 2023.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

City Manager:	Darvin Williams		CM Signature:	DocuSigned by: Darvin Williams C48C97C1E8DE482...	
Commission Meeting Date:	10.11.2023		Item Type:	Resolution	Ordinance
			(Enter X in box)	X	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
			Public Hearing: (Enter X in box)	Yes	No
		X			
Funding Source: Account#:	(Enter Fund & Dept) Ex: NA		Advertising Requirement: (Enter X in box)	Yes	
				No	
					X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related (Enter X in box)	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: (list the specific objective/strategy this item will address)	
		X			
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

A resolution ratifying the execution of the Interlocal Agreement with Miami Dade County for Community Development Block Grant (CDBG) grant funding.

Staff Summary:

Annually, the City enters into an Interlocal Agreement with Miami Dade County which allows the City of Opa-locka to remain eligible for Community Development Block Grant (CDBG) funding. The City has previously utilized the Community Development Block Grant funding to complete various rehabilitation projects throughout the City. This year, there was a delay in executing the agreement, which resulted in the City missing the annual deadline. The City Administration is now seeking ratification for the Interlocal Agreement executed by the Interim City Manager, City Clerk and City Attorney.

Financial Impact – There is no financial impact from this executed agreement.

Proposed Action:

Staff recommend the City Commission of the City of Opa-locka adopt legislation ratifying the ratifying the execution of the Interlocal Agreement with Miami Dade County for Community Development Block Grant (CDBG) grant funding.

Attachment:

Urban Qualification Cooperation Agreement- Miami Dade County and City of Opa-locka

Resolution Number # 1058-11
Awarded Amount \$ _____

**URBAN QUALIFICATION COOPERATION AGREEMENT FOR THE MIAMI-DADE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS
PROGRAM FUNDS FOR FISCAL YEARS 2024, 2025 AND 2026**

**BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF OPA-LOCKA**

This Agreement (hereinafter referred to as "Agreement" or "Contract"), by and between Miami-Dade County, a political subdivision of the State of Florida through its Department of Public Housing and Community Development hereinafter referred to as "PHCD" and having its principal offices at 701 N.W. 1st Court, 14th Floor, Miami, Florida 33136, hereinafter referred to as "County", and the CITY OF OPA-LOCKA, hereinafter referred to as "City" and having offices at 780 Fisherman Street, Opa Locka, Florida 33054 and telephone number of (305) 688-4611, collectively referred to as the "Parties", states, conditions and covenants for the participation of City in the Community Development Block Grant, Home Investment Partnerships and Emergency Shelter Grant programs, which are administered by the Department of Housing and Urban Development ("HUD"), as part of the County's jurisdiction.

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County; and

WHEREAS, the Community Development Block Grant ("CDBG") Program is authorized by the Housing and Community Development Act of 1974, as amended, with the primary objective of promoting and development of viable urban communities. Program regulations are at 24 CFR Part 570; and

WHEREAS, the Home Investment Partnerships program ("HOME") is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended. Program regulations are at 24 CFR Part 92; and

WHEREAS, the Emergency Shelter Grant ("ESG") program is authorized by the McKinney-Vento Homeless Assistance Act, as amended. Program regulations are at 24 CFR Part 576.

WHEREAS, the CDBG, HOME and ESG programs shall collectively be referred to as the "Federal Funds"; and

WHEREAS, the City desires to participate in the CDBG, HOME and ESG programs as a participating municipality in the County's jurisdiction; and

WHEREAS, the County is desirous of the City participating in the CDBG, HOME and ESG programs as part of the County's Entitlement jurisdiction; and

WHEREAS, it is mutually beneficial to each of the Parties hereto for the County to administer and execute the provisions of this Agreement in accordance with the terms and conditions hereinafter provided and subject to local ordinances and state and federal law; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has indicated that the County and City may cooperate as an Urban County Joint Entitlement Recipient in administration of CDBG, HOME and ESG; and

WHEREAS, County and City are required to execute a cooperation agreement, or renew an existing cooperation agreement, for the City's participation in the County's jurisdiction for Federal Funds for each three-year qualification period ("Qualification Period"); and

WHEREAS, the governing bodies of the County and the City have authorized the execution of this Agreement by the Chief Executive Officer of the County and City, respectively; and

WHEREAS, this Agreement shall be accompanied by a legal opinion from the County's counsel that the terms and provisions of this Agreement are fully authorized under State and local law and that the Agreement provides full legal authority for the County; and

WHEREAS, the County intends to further include within the Urban County the City,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City, by executing this Agreement, agrees that:
 - a. City may receive an allocation under the CDBG and HOME Programs through the County's Request for Application Process. If the County does not receive a HOME formula allocation, City cannot form a HOME consortium with other local governments. (Note: this does not preclude the County or the City from applying for State HOME funds if the State allows.); and
 - b. City may not apply for grants from appropriations under the State CDBG Program for the fiscal years City participates in the County's CDBG program; and
 - c. City may receive an allocation under the ESG program only through the County, However, City may apply to the State for ESG funds, if the State allows.
2. This Agreement shall cover the County Qualification Period for Fiscal Years 2024, 2025, and 2026 for which the County is to qualify to receive Federal Funds. This Agreement shall remain in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year qualification period and any successive qualification periods pursuant to automatic renewal of this Agreement) are expended and the funded activities completed, and the County and the City cannot terminate or withdraw from this Agreement while the Agreement remains in effect.
3. This Agreement may be automatically renewed for successive three-year Qualification periods at the discretion of the County unless the County or the City provides written notice that it elects not to extend City's participation for the new Qualification Period. The City and County agree that a copy of such notice shall be timely sent to the HUD Field Office.
4. By the date specified in the HUD's Urban County Qualification Notice for each Qualification Period, the County will notify the City in writing of its right not to participate. A copy of the County's notification to City shall be sent to the HUD Field Office by the date specified in the Urban County Qualification schedule located in any applicable Urban County Qualification Notice for a Qualification Period.
5. The Parties agree that they will timely execute any amendments to the Agreement necessary to comply with the requirements for cooperation agreements, including those for automatic renewals, set forth in the current Urban County Qualification Notice, attached as Exhibit A, or future urban county qualification notices from HUD for the current or any future Qualification Period. The Parties further agree that any amendment so executed will be timely submitted to HUD as required by the Urban County Qualification CPD Notice 23-02, issued on April 10, 2023 and expiring on April 10, 2024. Failure to comply with the requirements of this section may cause the County to void the automatic renewal for the applicable qualification period.
6. The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

7. The County and City shall take all actions necessary to assure compliance with the County's certification under section 104(b) of Title I of the Housing and Urban Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing. The County and City shall comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County and City are obligated to sign the assurances and certifications in HUD-424-B.
8. Under no circumstances shall the Federal Funds be used for activities in, or in support of, any participating municipality, including City, that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.
9. The City acknowledges that the County has final responsibility and authority for selecting CDBG (and, where applicable, HOME and ESG) activities and submitting the Consolidated Plan to HUD. The City agrees that during the term of this Agreement, the City will fully support the implementation of the County's Consolidated Plan and any amendments.
10. The City affirms that it has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within the City.
11. Pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.
12. The County shall take the final responsibility and assume all the obligation of application for assistance under the provisions of the Housing and Community Development Act of 1974 and subsequent amendments, including the analysis of needs, the setting of objectives, the development of the HUD Consolidated Plan and Action Plans, and any other documents, assurances, or certificates as required by HUD, subject to change in legislation or regulations.
13. Funds for housing and community development activities shall be expended in a manner to reflect the needs of low to moderate-income groups pursuant to the Housing and Community Development Act 1974, as amended.
14. All records of the County or City related to this Agreement and any projects undertaken pursuant thereto shall, upon reasonable notice, be available for inspection by HUD, County and/or City auditors during the normal business hours.
15. This agreement shall be binding upon the Parties hereto and their successors and assigns.
16. The City and the County acknowledge that it may be necessary to dispose of real property that was originally acquired or improved in whole or in part using Federal Funds. The City agrees that it shall notify the County within thirty (30) days regarding any proposed modification or change in the use of real property from that planned at the time of acquisition or improvement, including disposition.

The City acknowledges that federal regulations may require a public hearing or other process prior to modifying, changing the use or disposing of such real property.

17. **Indemnification.** The County shall not assume any liability for the acts, omissions to act or negligence of the City, its agent, servants, or employees; nor shall the City exclude liability for its own acts, omissions to act, or negligence arising out of the City's performance pursuant to this Agreement. The City shall indemnify and hold harmless the County and its officers, employees and agents or instrumentalities from any and all liabilities, losses or damages, agents or of any kind nature arising out of, relating or resulting from performance of this Agreement by the Awardee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the County, where applicable, including appellate proceedings, and shall pay all cost, judgments, and attorney's fees which may issue thereon. The City expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the Awardee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Nothing herein is indented to serve as a waiver of sovereign immunity by the County nor shall anything herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The provisions of this section survive the termination or expiration of this Agreement.
18. The County and City agree that neither the County nor the City shall sell, trade, or otherwise transfer all or any such portion of the Federal Funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

IN WITNESS THEREOF, the parties hereto have caused this five (5) page contract to be executed by their undersigned officials as duly authorized, this _____ day of _____ 2023.

AWARDEE:
CITY OF OPA-LOCKA

BY: _____

NAME: _____

TITLE: City Manager

DATE: _____

MIAMI-DADE COUNTY

BY: _____

NAME: _____

TITLE: Chief Community Services Officer

DATE: _____

APPROVED AS TO FORM:

BY: _____

NAME: Melissa Gallo

TITLE: Assistant County Attorney

DATE: _____

ATTEST:

Juan Fernandez-Barquin
CLERK OF THE COURT AND COMPTROLLER

BY: _____

DEPUTY CLERK

Passed, Adopted and approved this 29th day of Sept. 2023

ATTEST

BY: _____

(Signature)

Joanna Flores

Type or Print Name
City Clerk

CITY OF OPA-LOCKA :

City Manager

APPROVED AS TO FORM:

BY: _____

City Attorney

AGREEMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A POLICY FOR CITY ATTORNEY LEGAL INVOICE SUBMISSION, REVIEW AND APPROVAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, Florida (“City Commission”) finds that an updated policy for submission, review and payment of legal invoices is needed for the City; and

WHEREAS, by way of history, the City Commission of the City of Opa-Locka, Florida passed Resolution 21-9832, which authorized a review process for City Attorney invoices; and

WHEREAS, following passage of said Resolution, a policy was then implemented by the former City Manager to clarify the intent of the resolution and outline steps that will be taken for the submission, review and approval of legal invoices prior to submittal to the State of Florida for review and payment; and

WHEREAS, pursuant to the said policy, within three (3) days after submittal of an invoice from the City Attorney, the City Manager was required to review the invoice, make inquiries, where deemed appropriate, and submit the invoice to the State of Florida for review and payment. Further, the policy stated that “the City Manager understands and interprets Resolution 21-9832 not as an automatic trigger for payment, but as a requirement to review the invoice prior to submittal to the State of Florida for payment”; and

WHEREAS, Resolution 21-9832, was passed by the City Commission for reasons of efficiency to ensure that payment was made to the City Attorney in a timely manner; and

WHEREAS, on February 4, 2021 the City Attorney communicated with legal counsel for the State Inspector General’s Office regarding the policy and no objection was ever expressed regarding to the former City Manager’s policy; and

WHEREAS, on July 26, 2023, the City Commission approved an amendment to the City Attorney's contract to increase the monthly retainer. The City budget was subsequently adjusted for the amendment; however, the subject Resolution has not been officially approved by the State of Florida Inspector General; and

WHEREAS, on September 28, 2023, a telephone conference ensued between the City Attorney and legal counsel for the State's Office of the Inspector General regarding, in part, the approved increase by the City Commission; and

WHEREAS, legal counsel for the State Inspector General has expressed that tighter internal controls are requested for both payment and submission of City Attorney legal invoices; and

WHEREAS, to address the concerns of the State Inspector General, the City Commission desires to implement internal controls for the submission, review and payment of legal invoices; and

WHEREAS, additionally, the City Commission desires to establish a policy whereby one (1) commissioner shall be designated responsible for reviewing legal invoices, with alternates if the person is unavailable; and

WHEREAS, the State Inspector General does not object to a City Commissioner being designated as a reviewer of legal bills, so long as that person is comfortable reviewing said invoices; and

WHEREAS, the City Commission finds it fitting and appropriate that the policy set forth herein be followed for submission, review and approval of legal invoices.

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

Section 1. Recitals. The recitals to the preamble herein are incorporated. by reference.

Section 2. Approving Policy of Submission, Review and Approval of Legal Invoices. The City Commission hereby approves the following policy for the submission, review and approval of legal invoices of the City Attorney:

- a) Standard monthly retainer invoices shall be submitted directly to the City Manager or designee to be paid within thirty (30) days following submission by the City Attorney.
- b) Standard monthly retainer invoices shall be submitted no more than sixty (60) days following work being performed.
- c) For litigation invoices, the City Attorney shall meet with Commissioner Williams within three (3) days of submission of legal invoices to discuss the litigation invoices and answer any questions related to the invoices. If additional information is required, said information shall be submitted to Commissioner Williams who shall then authorize the submission of the legal invoices to the City Manager or designee for prompt submission to the State of Florida for review and approval.
- d) In the event Commissioner Williams is unavailable to review litigation invoices within three (3) days, either the Mayor or Vice-Mayor may meet with the City Attorney for the review of litigation invoices in the same manner described in paragraph (c) above.
- e) Commissioner Williams, or any alternate City of Opa-Locka elected official reviewing invoices shall ask questions necessary to make a decision regarding approval.
- f) For litigation invoices, the City Attorney shall submit invoices no later than sixty (60) days following work being performed. However, for good cause shown, invoices shall be submitted no later than ninety days (90) after work is performed.
- g) Any commissioner reviewing a litigation invoice should do so with the understanding that review is not an automatic trigger for payment and that questions are expected.
- h) For any litigation invoice submitted after September of any fiscal year, it is necessary that any legal invoices be submitted no less than five (5) days prior to the time that final budget amendments can be approved by the State of Florida, to the extent applicable.

Resolution No. _____

Section 3. Authority of Mayor The Mayor is hereby authorized to execute an amendment of the City Attorney's contract to comport with the submission, review and approval deadlines set forth herein.

Section 4. Effective Date. This Resolution shall be effective immediately and shall be forwarded to the Governor's Designee for review.

PASSED AND ADOPTED this _____ day of _____, 2023.

John H. Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

Resolution No. _____

VOTE:

Commissioner Williams	(Yes) _____	(No) _____
Commissioner Kelley	(Yes) _____	(No) _____
Commissioner Bass	(Yes) _____	(No) _____
Vice-Mayor Ervin	(Yes) _____	(No) _____
Mayor Taylor	(Yes) _____	(No) _____

RESOLUTION NO. 21-9832

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE PENDING AND FUTURE INVOICES FOR CITY ATTORNEY LEGAL EXPENDITURES; PROVIDING FOR CORRECTION OF SCRIVENERS' ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant Section 3.7 of the City of Opa-Locka's Code of Ordinances, the City Attorney reports directly to the City Commission; and

WHEREAS, currently, all billing statements for legal fees are reviewed and signed off on by the City Attorney with the exception of the billing statements for the City Attorney's office which are reviewed and approved by the City Manager before submittal to the State of Florida; and

WHEREAS, for reasons of efficiency, the City Manager and City Attorney have requested that City Commission authorize the City Manager to approve all pending and future legal expenditures from the Law Office of Burnadette Norris-Weeks, P.A., to include invoices 2019-01941 and 2019-01942; and

WHEREAS, approval by the City Manager of billing statements from the Law Office of Norris-Weeks, P.A. is in the best interest of the City of Opa-Locka, FL.

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

Section 1. Adoption of Representations. The above recitals are true and correct and are incorporated into this Resolution by reference.

Section 2. Authorizing the City Manager to Approve. The City Commission hereby authorizes the City Manager to approve pending and future invoices for city legal expenditures from Burnadette Norris-Weeks, P.A., unless otherwise determined by the City Commission.

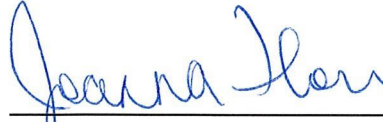
Section 3. Effective Date. This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED and ADOPTED this 13th day of January, 2021.



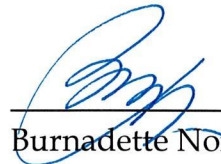
Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

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



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: COMMISSIONER BURKE

Seconded by: COMMISSIONER WILLIAMS

VOTE:	5-0
Commissioner Burke	YES
Commissioner Davis	YES
Commissioner Taylor	YES
Vice-Mayor Williams	YES
Mayor Pigatt	YES

Sponsored by: Mayor Taylor

ORDINANCE NO. 23-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE VI OF THE CITY'S LAND DEVELOPMENT REGULATIONS, ENTITLED "OFF-STREET PARKING AND LOADING REQUIREMENTS" TO SPECIFICALLY AMEND SECTION 2-152(F) ENTITLED "GENERAL PRINCIPLES" TO PROVIDE FOR OUTDOOR STORAGE OF VEHICLES ONLY IN A DESIGNATED PARKING SPACE, PROHIBITING DOUBLE PARKING AND REQUIRING THAT ALL AREAS ARE FREE FROM UNSIGHTLY CONDITIONS; AMENDING ARTICLE VI OF THE CITY'S LAND DEVELOPMENT REGULATIONS, SPECIFICALLY SECTION 2-160 (C)(4) ENTITLED "PERMITTED OFF-STREET PARKING" TO REQUIRE A CURRENT VALID LICENSE PLATE FOR RESIDENTIAL PARKING AND FURTHER REQUIRING THAT VEHICLES PARKED AS COMMERCIAL AND INDUSTRIAL FACILITIES HAVE A VALID LICENSE PLATE AND OR BILL OF SALE AND WORK ORDER POSTED VISIBLY ON THE DRIVER'S SIDE WINDOW, INCLUDING VIN NUMBER FOR VEHICLE, BUSINESS NAME, ADDRESS AND TELEPHONE NUMBER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Opa-Locka departments, to include the City of Opa-Locka's Code Enforcement Department and the City's Planning and Community Development Department have identified opportunities to amend the City's Land Development Regulations pertaining to off-street parking to improve current parking conditions; and

WHEREAS, the City Commission finds that certain amendments to Article VI, Section 22-152(f) of the City's Land Development Regulations, entitled "General Principles" and to Article VI, Section 2-160(C)(4) of the City's Land Development Regulations, entitled "Permitted Off-Street Parking" would be in the best interest of the City of Opa-Locka, Florida.

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

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. Article VI, Section 22-152(f) of the City's Land Development Regulations, entitled "General Principles" is hereby amended and shall read:

(F) Off-street parking and loading facilities shall be used solely for the parking of vehicles in operating condition by the patrons, occupants or employees of the use to which such facilities are accessory. No motor vehicle repair work, except emergency service, shall be permitted in association with off-street parking and loading facilities. The storage of commercial vehicles, except for those associated with the use, or merchandise or the sale of vehicles shall be prohibited in a required off-street parking or loading area, except as specifically authorized in this Chapter.

The outdoor storage of vehicles is permitted only in a designated parking space; not obstructing the right of way allowing egress and ingress. Double parking is prohibited. All areas must be free from unsightly conditions including wrecked and or non-operable vehicles unless otherwise authorized by the City's Code of Ordinances. No motor vehicle repair work, except emergency service, shall be permitted in conjunction with an off-street parking and loading facility.

Section 3. Article VI, Section 2-160(C)(4) of the City's Land Development Regulations, Ordinance 15-31, entitled "Permitted Off-Street Parking" is hereby amended and shall read:

4. No vehicle without a current valid license plate shall be permitted to park in a residential, ~~commercial or industrial area (except as provided herein)~~ or public zoned area. Vehicles parked at a commercial and or industrial facility must have a valid license plate and or bill of sale and work order posted visibly on the driver 's side window, including the following information: VIN number for vehicle, business name, address, and telephone number.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith, are hereby repealed.

Section 6. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Section 7. This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED FIRST READING this ____ day of _____, 2023.

PASSED SECOND READING this ____ day of _____, 2023.

John H. Taylor, 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 Williams	(Yes)_____	(No) _____
Commissioner Kelley	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Vice-Mayor Ervin	(Yes)_____	(No) _____
Mayor Taylor	(Yes)_____	(No) _____



City of Opa-locka Agenda Cover Memo

City Manager:	Darvin Williams		CM Signature:	DocuSigned by: Darvin Williams C46C07C1E8DE492...	
Commission Meeting Date:	10.11.2023		Item Type:	Resolution	Ordinance
			(Enter X in box)		X
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
		X	Public Hearing: (Enter X in box)	Yes	No
				X	
Funding Source: Account#:	(Enter Fund & Dept) Ex: NA		Advertising Requirement: (Enter X in box)	Yes	
				No	
					X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related (Enter X in box)	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: (list the specific objective/strategy this item will address)	
	X	X			
Sponsor Name	Mayor Taylor		Department:	City Commission	

Short Title:

An ordinance of the City Commission of the City of Opa-locka amending and adding to Article IV Section 22-152 and Section 22-160 entitled- "Off-Street parking and loading requirements."

Staff Summary:

Through conversations with the City's business community, the City's Code Enforcement Manager and Officers identified opportunities to improve the City's Code to ensure that the outdoor parking facilities for businesses in the city are accessible and maintained in orderly conditions, while allowing the business in the city to provide services to their patrons. The proposed legislation would make the following amendments and additions to the City's current Ordinances:

Revisions to Section 22-152 (F) shall read **The outdoor storage of vehicles is permitted only in a designated parking space; not obstructing the right of way allowing egress and ingress. Double parking is prohibited. All areas must be free from unsightly conditions including wrecked and or non-operable vehicles unless otherwise authorized. No motor vehicle repair work, except emergency service, shall be permitted in association with off-street parking and loading facility.**

Additionally, Sec 22-160 (4) shall state “No vehicle without a valid license plate shall be permitted to park in a residential area. Vehicles parked at a commercial and or industrial facility must have a valid license plate and or bill of sale and work order posted visibly on the driver window, including the following information: VIN number, business name, address, and phone number.

Financial Impact – There is no financial impact from this proposed ordinance amendment.

Proposed Action:

It is recommended the City Commission of the City of Opa-locka adopt legislation amending and adding to Article IV Section 22-152 and Section 22-160 entitled- “Off-Street parking and loading requirements.”

Attachment:

Article IV: Off-street parking and loading requirements

ARTICLE VI. OFF-STREET PARKING AND LOADING REQUIREMENTS

Sec. 22-151. Purpose and Intent

The purpose of this Article is to ensure the provision of adequate pedestrian circulation and off-street parking and loading areas, to protect the level of service and capacity of existing streets, to avoid unnecessary conflicts between pedestrian and vehicles and to promote the general health, safety, and public welfare. These regulations shall apply to all parking and loading areas, including driveways for single-family and two-family dwellings, within the City.

Sec. 22-152. General Principles

Off-street parking and loading areas should be designed to minimize breaks in the pedestrian environment along the public street and create safe and comfortable passage for pedestrians. The following standards shall be met.

- A. Unless it is shown not to be possible due to lot configuration, access issues, or health and safety issues, parking and loading areas shall be placed behind the front of the primary building façade except for single-family and two-family residential uses.
- B. To the extent possible, adjoining parking and loading areas serving nonresidential buildings shall be interconnected.
- C. Off-street parking and loading areas shall be designed to facilitate adequate movement and access by sanitation, emergency, and other public service vehicles without posing a danger to pedestrians or impeding the function of the parking area.

Article VI. Off-
Street Parking
and Loading
Requirements

D. Off-street parking and loading areas shall be designed so that parked vehicles do not encroach upon or extend onto public rights-of-way, sidewalks or strike against or damage any wall, vegetation, utility, or other structure.

E. Ingress/Egress to and from corner lots shall be no closer than thirty (30) feet from any intersection and no closer than five (5) feet from any lot line.

* F. Off-street parking and loading facilities shall be used solely for the parking of vehicles in operating condition by the patrons, occupants or employees of the use to which such facilities are accessory. No motor vehicle repair work, except emergency service, shall be permitted in association with off-street parking and loading facilities. The storage of commercial vehicles, except for those associated with the use, or merchandise or the sale of vehicles shall be prohibited in a required off-street parking or loading area, except as specifically authorized in this Chapter.

G. In no event shall parking or loading areas be provided in a manner that requires vehicles to back out into the public rights-of-way, or that requires vehicles to enter or exit a site in a manner which would require them to make an unlawful maneuver within the public right-of-way. This requirement does not apply to areas consisting of driveways serving single-family detached or two-family dwellings, although direct access onto arterial roadways is discouraged.

H. Parking and loading facilities shall be maintained in a clean, orderly and dust-free condition so as not to create a hazard or nuisance, at the expense of the owner or lessee. Parking and loading areas shall be resealed or repaved and pavement markings periodically repainted and on-site traffic control signs replaced, as necessary, to maintain a clear identification of individual parking and loading spaces and to facilitate the safe movement of pedestrian and

Section 22-160

3. No boat or vehicle parked in a residential district may be occupied or used for living, sleeping or housekeeping purposes.
- * 4. No vehicle without a current license plate shall be permitted to park in a residential, commercial or industrial (except as provided herein) or public zoned area.

Reserved Sec. 22-161 – 22-170.

ORDINANCE NO. 23-XXXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, GRANTING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) A PERPETUAL EASEMENT DONATION FOR PARCEL 800, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") has identified Parcel 800 as property owned by the City of Opa-Locka Florida ("City") and, as a relevant part of one of their current and ongoing construction projects; and

WHEREAS, pursuant to Sections 337.25 and 337.29, Florida Statutes, FDOT has requested that the City donate a perpetual easement of this parcel to FDOT for the purpose of constructing and maintaining a signal master arm, service disconnects, controller cabinets, concrete pad, pull boxes, wiring and conduits; and

WHEREAS, Section 4.3 of the City of Opa-Locka's Charter requires an Ordinance for the conveyance of land; and

WHEREAS, the City Commission finds that it is in the best interests of the City and its residents to donate a perpetual easement of this parcel to FDOT, pursuant to composite Exhibit "A" and as described herein.

NOW THEREFORE, BE IT 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

The City Commission of the City of Opa-Locka, Florida, hereby donates a perpetual easement of Parcel 800, within the City, to FDOT, pursuant to composite Exhibit "A" and as described herein.

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 of this Ordinance may be authorized by the Interim City Manager, following review by the City Attorney,

without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. SEVERABILITY

If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

SECTION 5. CONFLICT

All sections or parts of sections of the applicable City of Opa-Locka ordinances currently in place in conflict herewith are intended to be rescinded and repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE

This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this ____ day of _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (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:	09.13.2023		Item Type: (Enter X in box)	Resolution	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
				X		X	
Funding Source: Account#:	(Enter Fund & Dept) Ex: NA		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X		Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐				
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

An ordinance of the City Commission of the City of Opa-locka granting FDOT a perpetual Easement Donation

Staff Summary:

City staff have recently received a request from FDOT has identified **Parcel 800** as property owned by the City of Opa-Locka Florida and, as part of the construction project and pursuant to Sections 337.25 and 337.29, Florida Statutes, requests the City of Opa-Locka to donate the perpetual easement of this parcel to FDOT for the purpose of constructing and maintaining a signal master arm, service disconnects, controller cabinets, concrete pad, pull boxes, wiring and conduits.

Financial Impact – There is no immediate financial impact. There could be subsequent legal costs.

Proposed Action:

It is recommended the City Commission of the City of Opa-locka adopt legislation allowing the Florida Department of Transportation FDOT to construct a master arm signal to serve a pedestrian crosswalk across NW 27th Avenue.

Attachment:

1. Agenda
2. Perpetual Easement Donation Package



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1000 NW 111th Avenue
Miami, FL 33172-5800

JARED W. PERDUE, P.E.
SECRETARY

June 26, 2023

City of Opa-Locka Florida
Attn: **Mr. Owen Carney**
Operations Manager
Public Works and Utilities Department
12950 Lejeune Road (NW 42nd Avenue)
Opa-Locka, FL 33054

SUBJECT: REQUEST FOR A PERPETUAL EASEMENT DONATION (SUBMITTED VIA EMAIL)

Item/Segment No.: 443937-2
Managing District: 6
State Road No.: 817/NW 27 Avenue from Sesame Street to Dunad Avenue
County: Miami-Dade
Parcel No. (s): 800 (Perpetual Easement)
Size: 240 SF, more or less
Folio No.: N/A
Property Location: See attached Legal Description

Dear Mr. Carney,

The Florida Department of Transportation (FDOT) is planning some improvements along State Road 817/NW 27 Avenue from Sesame Street to Dunad Avenue.

Work is expected to begin Spring 2027. Please note that the start date and duration of construction are subject to change.

FDOT has identified Parcel 800 as property owned by the City of Opa-Locka and as part of the construction project and pursuant to Sections 337.25 and 337.29, Florida Statutes, requests the City of Opa-Locka to donate the perpetual easement of this parcel to FDOT for the purpose of constructing and maintaining a signal mast arm, service disconnects, controller cabinets, concrete pad, pull boxes, wiring and conduits.

By agreeing to the transfer or donation of the above referenced parcel, the City of Opa-Locka confirms that all applicable federal and state procedures and regulations were followed prior to the conveyance of said property.

If possible, to meet the right-of-way certification date, FDOT would like this donation to be executed by the City of Opa-Locka on or before February 29, 2024.

Attached please find the following documents for your review and to begin the process for approval:

1. Project Fact Sheet
2. Sketch to accompany Legal Description
3. Legal Description
4. Roadway Plan
5. Signalization Plan
6. Staking Pictures of Parcel 800
7. Perpetual Easement Document 800.1
8. Donation Form and Instructions for Completion (to be executed by the City of Opa-Locka)

I look forward to working together for the fulfillment of this request.

If you have a question or need additional information, please contact me.

Cordially,



Yarley Millan

Right of Way Agent

Florida Department of Transportation

Adam Leigh Cann Building

1000 NW 111th Avenue, Ste # 6105-A

Miami, FL 33172

Phone: (305)470-5159

Email: Yarley.Millan@dot.state.fl.us

Enclosures

Cc: File



PROJECT FACT SHEET
FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT SIX
State Road (SR) 817/NW 27 Avenue
From Sesame Street to Dunad Avenue
Project Identification Number: 443937-2-52-01

The Florida Department of Transportation (FDOT) is developing the design for a roadway project along SR 817/NW 27 Avenue from Sesame Street to Dunad Avenue, in Miami-Dade County.

PROJECT DETAILS

- Adding a new midblock pedestrian crosswalk controlled by a High Intensity Activated Crosswalk Beacon (HAWK)
- Reconstructing the median at the crosswalk location
- Repaving and restriping the road
- Reconstructing the driveways within the new sidewalk areas
- Adding new signage to direct pedestrians to the crosswalks
- Upgrading signing
- Enhancing lighting system at the new pedestrian crossing

ESTIMATED PROJECT COST

\$730,031

PROJECT DATES

Work is expected to begin Spring 2027 and last about eight months. Please note that the construction start date and duration is subject to change.

MUNICIPALITIES IN PROJECT AREA

City of Opa-Locka

POSSIBLE EFFECTS DURING CONSTRUCTION

Work will be done in phases to reduce the effects of construction on the community. Vehicular, bicycle, and pedestrian traffic will be impacted.

MAINTENANCE OF TRAFFIC

During construction, temporary lane closures and detours will affect traffic. Pedestrian detours will be established with clear signage. Access to adjacent businesses and neighbourhoods will be maintained.

FOR MORE INFORMATION

If you have any questions or comments, please contact FDOT Community Outreach Specialist Rodolfo Roman by telephone at 305-470-5477 or by email at Rodolfo.Roman@dot.state.fl.us.



Please let us know how you prefer to receive information about future projects (mail, email, or other). Your comments are important to us. Please visit our website: www.fdotmiamidade.com.
Thank you for your participation.



Follow us on Twitter
twitter.com/MyFDOT_Miami



Like our Facebook Page
facebook.com/MyFDOTMiami



Subscribe to our YouTube Page
youtube.com/user/MyFDOTMiami



1000 NW 111 Avenue, Miami, FL 33172

GENERAL NOTES:

- THIS IS NOT A SURVEY
- Bearings and coordinates are relative to the State Plane Coordinate System, Florida East Zone (901), Transverse Mercator Projection, North American Datum 1983, 1990 adjustment (NAD83/90), where the East Section Line of the N.E. quarter of Section 21, Township 52 South, Range 41 East bears S 02°21'10" E.
- Additions and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.
- Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.
- Baseline of Survey and Right of Way Lines, shown on this Sketch and Legal are based on a Florida Department of Transportation Right of Way Control Survey Map for S.R. 817 (NW 27th Avenue), section 87240, FPID#438076-1 dated: 03/23/2023.
- This Sketch is intended to be displayed at the stated graphic scale in English units of measurements as depicted on the sketch and legal. Attention is directed to the fact that said Sketch may be altered in scale by reproduction and must be considered when obtaining scaled data.
- All stations and offsets refer to the Baseline of Survey of S.R. 817 (NW 27th Avenue).
- I hereby certify that to the best of my knowledge and belief the above sketch and legal description of Parcel 800, a Perpetual Easement for State Road 817 (NW 27th Avenue) is true, accurate, and was prepared under my direction.
- I further certify that said sketch and legal description is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Surveyor and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes
- Title report prepared by National Title and Abstract Company, Number: 23-98643, dated: February 23, 2023 at 2:30 o'clock p.m., was reviewed in connection with this work.

LEGEND:

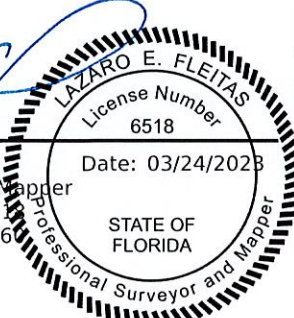
PC - Point of Curvature
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 R.P.B. - Road Plat Book
 PL - Property Line
 LB. - Licensed Business
 LT - Left
 No. - Number
 SR - State Road
 SQ. FT. - Square Feet
 R/W - Right of Way
 (P) - Plat
 OFF. - Offset
 Ac. - Acre

SYMBOLS:

 - Baseline of Survey
 - Center Line
 - Spring Line
 - Parcel Number


 Lazaro E. Fleitas PSM
 Professional Surveyor & Mapper
 Florida Certificate No. 6518
 Licensed Business: LB-7360
 9594 N.W. 41st Street
 Doral, Florida 33178


 LAZARO E. FLEITAS
 License Number 6518
 Date: 03/24/2023
 STATE OF FLORIDA
 Professional Surveyor and Mapper

THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER

THIS IS NOT A SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION
 SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 817

MIAMI-DADE COUNTY

			FLORIDA DEPARTMENT OF TRANSPORTATION					
			SKETCH TO ACCOMPANY LEGAL DESCRIPTION					
			STATE ROAD NO. 817				MIAMI-DADE COUNTY	
				BY	DATE	PREPARED BY: CH Perez & Assoc. Consulting Eng., INC. LB#7360 9594 N.W. 41st Street Doral, FL 33178	DATA SOURCE: SEE GENERAL NOTES ABOVE	
			DRAWN	WD	03-23-2023			
REVISION	BY	DATE	CHECKED	LF	03-24-2023	F.P. NO. 443937-2		SECTION 87240
								SHEET 01 OF 04

EXHIBIT "A"

A portion of land of the 12 feet Alley in Block 6, Plat No. ONE, OPA-LOCKA, according to the Plat thereof, recorded in Plat Book 25, Page 44, of the Public Records of Miami-Dade County, Florida, lying in NE 1/4 of Section 21, Township 52 South, Range 41 East, more particularly described as follows:

Containing 240 Square feet, more or less.

THIS IS NOT A SURVEY

			FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH TO ACCOMPANY LEGAL DESCRIPTION			
			STATE ROAD NO. 817			
			MIAMI-DADE COUNTY			
					PREPARED BY: CH Perez & Assoc. Consulting Eng., INC. LB#7360 9594 N.W. 41st Street Doral, FL 33178	
					DATA SOURCE: SEE GENERAL NOTES ON SHEET ONE	
			DRAWN WD 03-23-2023			
			CHECKED LF 03-24-2023			
REVISION			8Y		DATE	
					F.P. NO. 443937-2	
					SECTION 87240	
					SHEET 02 OF 04	



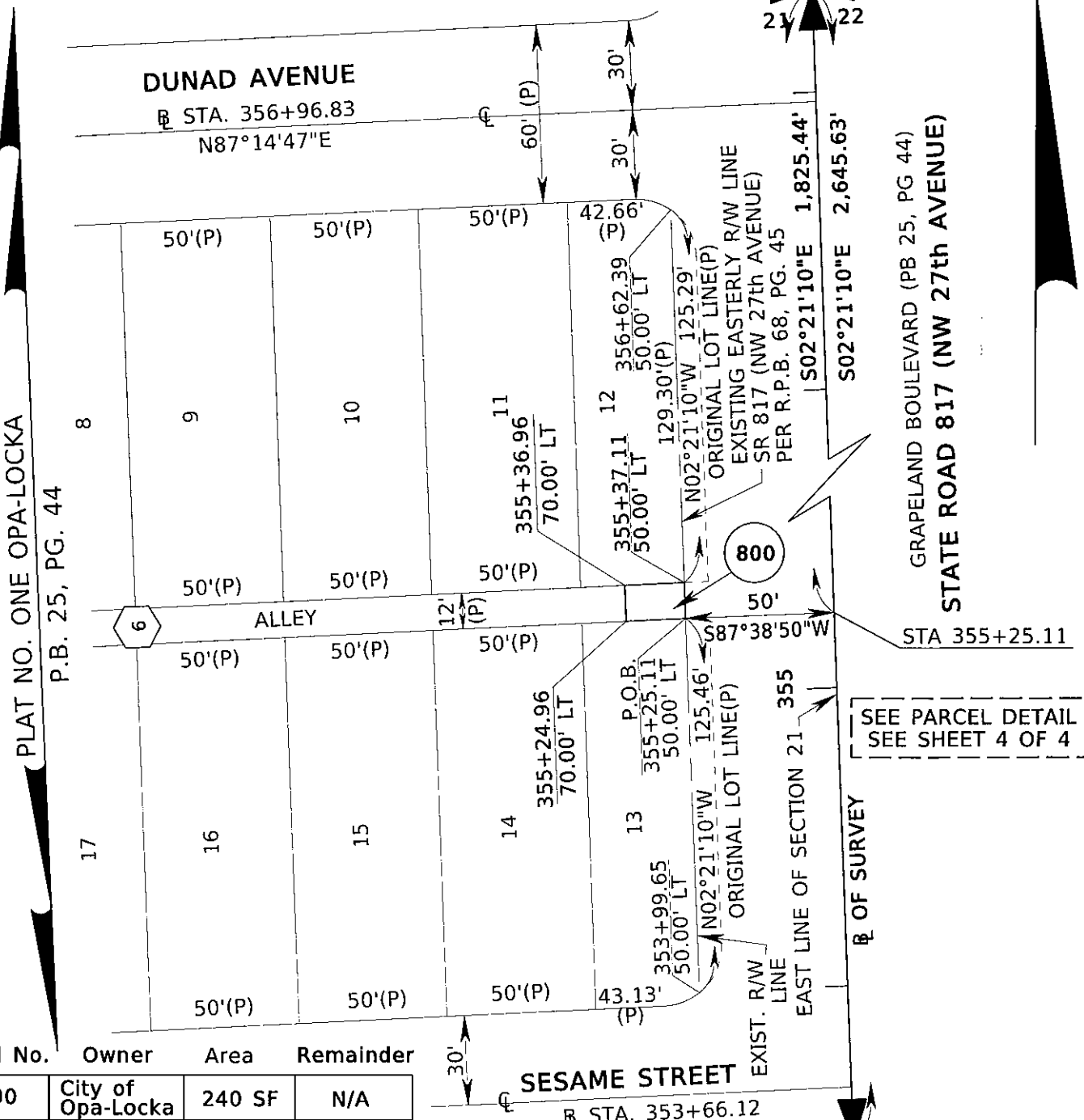
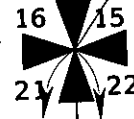
Scale: 1" = 50'

EXHIBIT "A"

MIAMI-DADE COUNTY

SECTION 21, TOWNSHIP 52 SOUTH, RANGE 41 EAST.

P.O.C.
PI STA. 373+50.55
NE. CORNER
NE. 1/4 SEC. 21-52-41



Parcel No.	Owner	Area	Remainder
800	City of Opa-Locka	240 SF	N/A

THIS DOCUMENT CONSISTS OF FIVE (5) SHEETS AND SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

THIS IS NOT A SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 817 PARCEL 800

MIAMI - DADE COUNTY

			FLORIDA DEPARTMENT OF TRANSPORTATION					
			SKETCH TO ACCOMPANY LEGAL DESCRIPTION					
			STATE ROAD NO. 817 PARCEL 800				MIAMI - DADE COUNTY	
				BY	DATE	PREPARED BY: CH PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 9594 NW 41ST STREET, SUITE 201, DORAL, FL 33178 TEL: 305-592-1070 LB 7360	DATA SOURCE: SEE GENERAL NOTES ON SHEET ONE	
			DRAWN	DELLOSIO	03-23-23			
REVISION	BY	DATE	CHECKED	FLEITAS	03-24-2023	F.P. NO. 443937-2	SECTION 87240-N/A	SHEET 3 OF 4

PARCEL 800

EXHIBIT "A"
MIAMI-DADE COUNTY
SECTION 21, TOWNSHIP 52 SOUTH, RANGE 41 EAST.

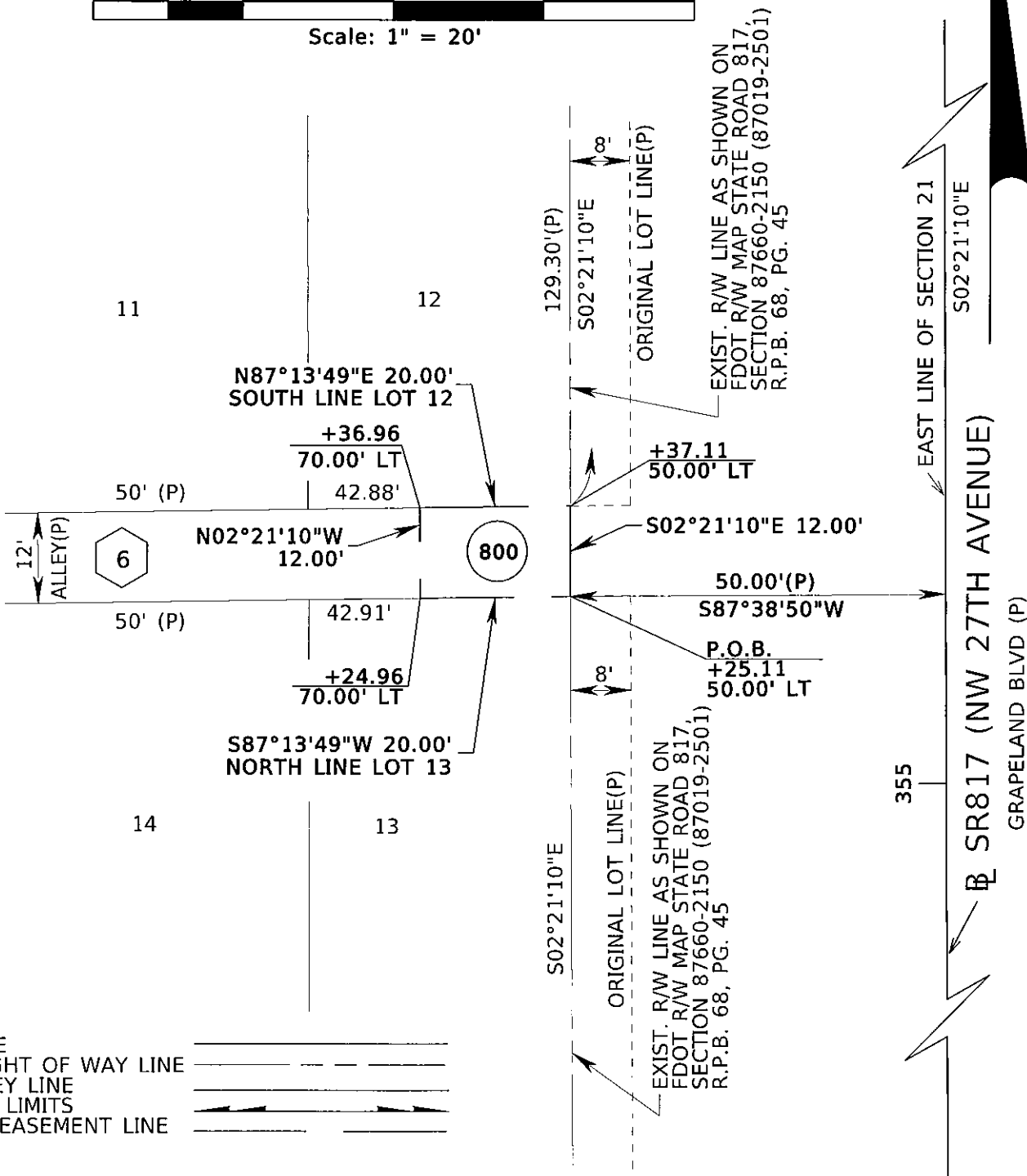
0 10 20 40 60 80



Scale: 1" = 20'

PLAT NO. ONE OPA-LOCKA

P.B. 25, PG. 44



LINE TYPES:

SECTION LINE
EXISTING RIGHT OF WAY LINE
BASE SURVEY LINE
SUBDIVISION LIMITS
PERMANENT EASEMENT LINE

THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND
SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE
UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

THIS IS NOT A SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION
SPECIFIC PURPOSE SURVEY - NOT A FIELD SURVEY

STATE ROAD NO. 817

MIAMI-DADE COUNTY

BY DATE
WD 03-23-23
DRAWN

DATA SOURCE:
SEE GENERAL NOTES ON SHEET ONE

REVISION

BY

DATE

CHECKED

LF

03-24-23

PREPARED BY:
CH PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC.
9594 NW 41ST STREET, SUITE 201, DORAL, FL 33178
TEL: 305.592.1070 FAX: 305.592.7360

F.P. NO. 443937-2

SECTION 87240

SHEET 4 OF 4

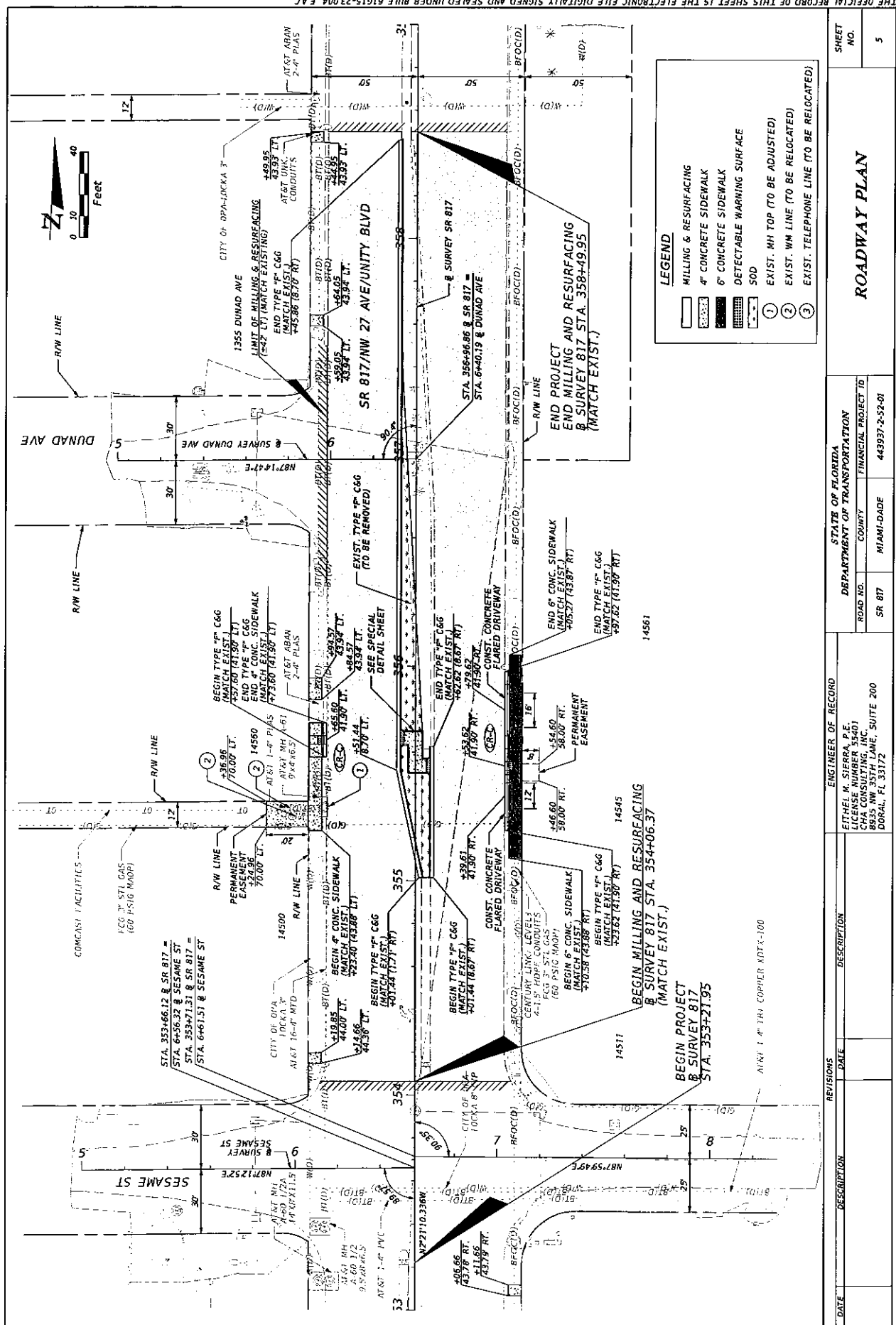
Parcel 800

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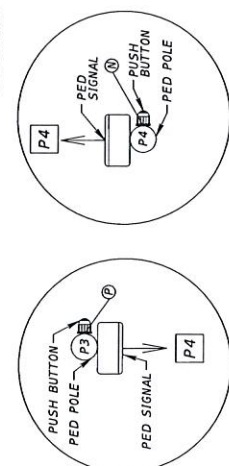
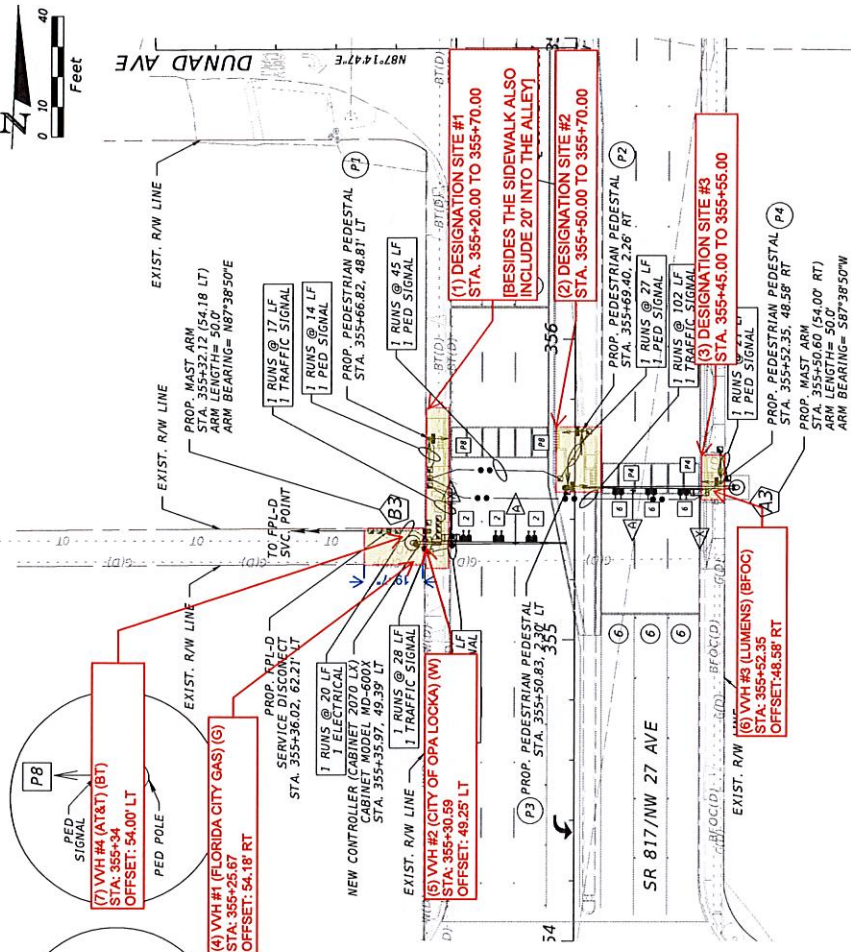
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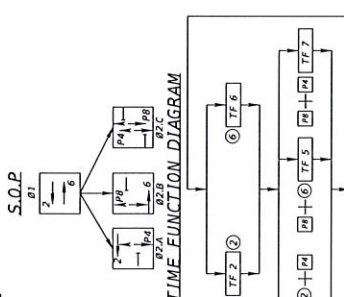
LEGEND

- MILLING & RESURFACING
- 4" CONCRETE SIDEWALK
- 6" CONCRETE SIDEWALK
- DETECTABLE WARNING SURFACE
- SOD
- EXIST. MH TOP (TO BE ADJUSTED)
- EXIST. WM LINE (TO BE RELOCATED)
- EXIST. TELEPHONE LINE (TO BE RELOCATED)

REVISIONS		ENGINEER OF RECORD		STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION		ROADWAY PLAN		SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	NAME	ADDRESS	ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
				EITHEL M. SIEMRA, P.E.	CHA CONSULTING, INC.	SR 817	MIAMI-DADE	443937-2-52-01		5	
				LICENSE NUMBER 55401	8935 NW 35TH LANE, SUITE 200						
					DORAL, FL 33172						



PROPOSED PEDESTRIAN SIGNALS			
ID	STA.	OFFSET	PED. PEDESTAL DETECTOR
P1	355+66.82	48.8' LT	1
P2	355+69.40	2.26 RT	1
P3	355+50.83	2.30' LT	1
P4	355+52.35	48.58' RT	1

[illegible]

VEHICLE DISPLAY	PEDESTRIAN DISPLAY	TIME (SEC.)
DARK	DONT WALK	VARIES
FLASHING YELLOW	DONT WALK	6
STEADY YELLOW	DONT WALK	4
RED	DONT WALK	2
RED	WALK	7
FLASHING RED (WIG-WAG)	FLASHING DONT WALK	15
FLASHING RED	DONT WALK	5
DARK	DONT WALK	

[illegible]

CONTROLLER OPERATIONS

1. MAJOR STREET: SR 817 (NW 27 AVE) (35 MPH)
2. FLASHING OPERATION: MOVEMENTS 2 AND 6, YELLOW.
3. PHASE 1 - RECALL; COORDINATED PHASE. PHASES 2A, 2B, 2C, PED-ACTUATED

684-90-102 1EA 635-2-11 3EA		SR 817/NW 27 AVENUE AT DUNAD AVE & SESAME ST ID: TBD							
ERIC O. LINDSTROM, P.E. PE LICENSE NUMBER 72898 CHA CONSULTING, INC. 8935 NW 35TH LANE, SUITE 200 DORAL, FL 33172		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <table border="1"> <tr> <td>ROAD NO.</td> <td>COUNTY</td> <td>FINANCIAL PROJECT ID</td> </tr> <tr> <td>SR 817</td> <td>MIAMI-DADE</td> <td>443937-2-52-01</td> </tr> </table>		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	SR 817	MIAMI-DADE	443937-2-52-01
ROAD NO.	COUNTY	FINANCIAL PROJECT ID							
SR 817	MIAMI-DADE	443937-2-52-01							
REVISIONS <table border="1"> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> </tr> </table>		DATE	DESCRIPTION			SIGNALIZATION PLAN T-3			
DATE	DESCRIPTION								

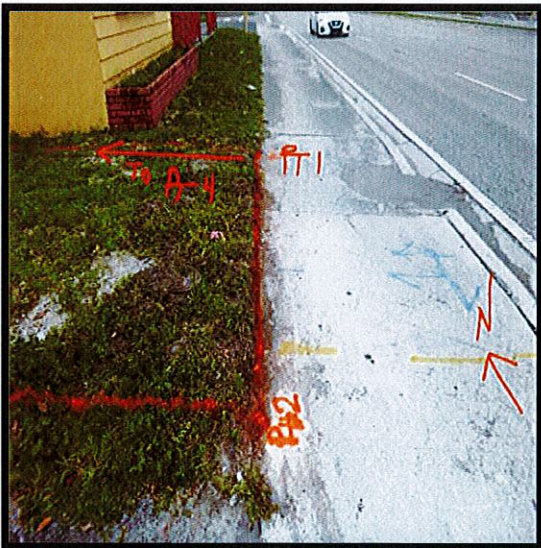
STAKING PICTURES

Project #: 443937-2
Parcel #: 800
Size: 240 SF, more or less
Owner: Miami Dade County
Folio: N/A



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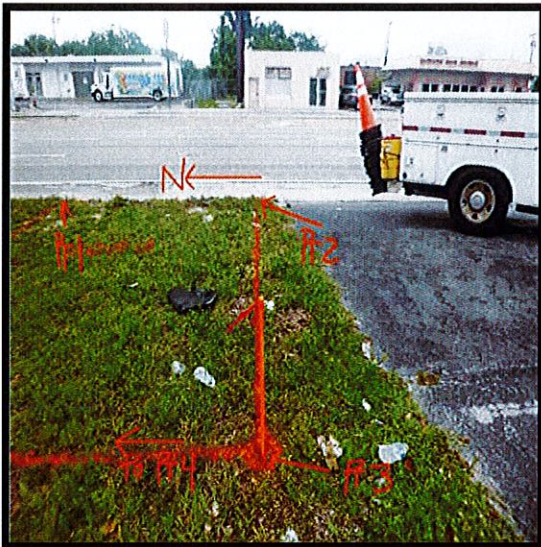
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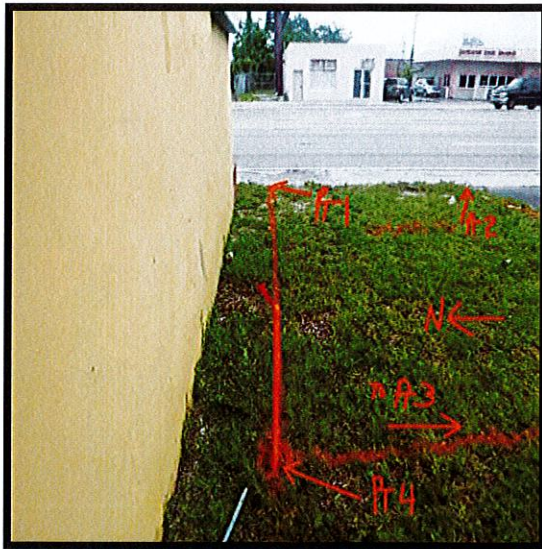
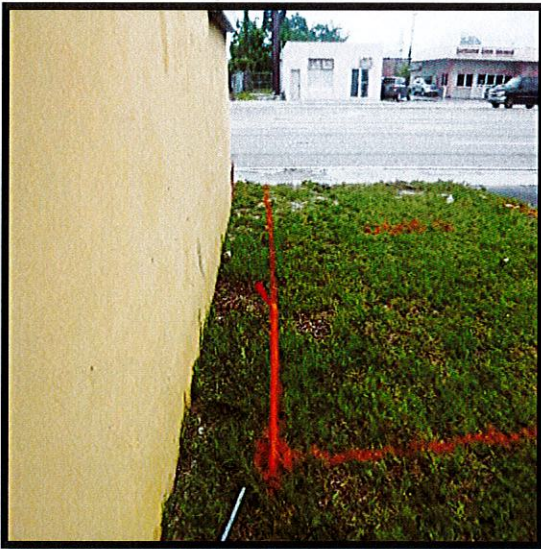
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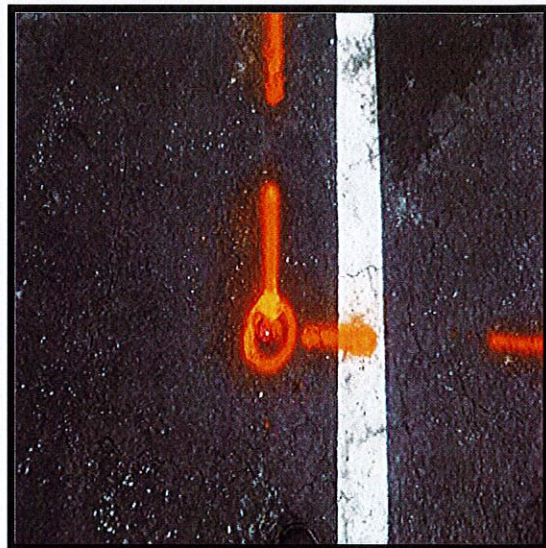
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Project #: 443937-2
Parcel #: 800
Size: 240 SF, more or less
Owner: Miami Dade County
Folio: N/A



07-PE.02-04/93

This instrument prepared by
or under the direction of, RT
Alicia Trujillo, Esq. ds
District Six Chief Counsel RTB
Document prepared by: MF
State of Florida
Department of Transportation
1000 N.W. 111th Avenue
Miami, Florida 33172
April 28, 2023

Parcel No. : 800.1
Item/Segment No. : 443937-2
Managing District : 6
Parcel Folio : N/A

PERPETUAL EASEMENT

THIS EASEMENT made effective the ____ day of _____, 20 ____, by **CITY OF OPA-LOCKA, a municipal corporation of the State of Florida**, Grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION its successors and assigns, Grantee.

WITNESSETH: That the Grantor for and in consideration of the sum of One Dollar and other valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a perpetual easement in, over, under, upon and through Parcel 800, which is described below, for the purpose of constructing and maintaining a signal mast arm, service disconnects, controller cabinets, concrete pad, pull boxes, wiring and conduits.

Parcel 800

F.P. No. 443937-2

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Containing 240 square feet, more or less.

AS SHOWN ON EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever, and the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTEST: _____

CITY OF OPA-LOCKA,
a municipal corporation of the State of Florida

Its City Clerk

By: _____

Its Mayor

Address

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 20____, by _____, Mayor, who is personally known to me or who has produced _____ as identification.

Notary Stamp

(Signature of person taking acknowledgment)

(Type, print or stamp name under signature)
Title or rank and serial number, if any: _____

PARCEL 800**EXHIBIT "A"****GENERAL NOTES:**

- THIS IS NOT A SURVEY
- Bearings and coordinates are relative to the State Plane Coordinate System, Florida East Zone (901), Transverse Mercator Projection, North American Datum 1983, 1990 adjustment (NAD83/90), where the East Section Line of the N.E. quarter of Section 21, Township 52 South, Range 41 East bears S 02°21'10" E.
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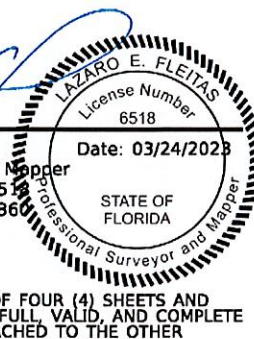
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 P.O.C. - Point of Commencement
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 PL - Property Line
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 LT - Left
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 SQ. FT. - Square Feet
 R/W - Right of Way
 (P) - Plat
 OFF. - Offset
 Ac. - Acre

SYMBOLS:

— Baseline of Survey
 — Center Line
 — Spring Line
 (800) - Parcel Number

Lazaro E. Fleitas PSM
 Professional Surveyor & Mapper
 Florida Certificate No. 6518
 Licensed Business: LB-7360
 9594 N.W. 41st Street
 Doral, Florida 33178



THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER

THIS IS NOT A SURVEY

				FLORIDA DEPARTMENT OF TRANSPORTATION			
				SKETCH TO ACCOMPANY LEGAL DESCRIPTION			
				STATE ROAD NO. 817			
				MIAMI-DADE COUNTY			
		BY	DATE	PREPARED BY: CH Perez & Assoc. Consulting Eng., INC. LB#7360 9594 N.W. 41st Street Doral, FL 33178		DATA SOURCE SEE GENERAL NOTES ABOVE	
DRAWN		WD	03-23-2023	F.P. NO. 443937-2		SECTION 87240	
CHECKED		LF	03-24-2023			SHEET 01 OF 04	
REVISION	BY	DATE					

PARCEL 800**EXHIBIT "A"****LEGAL DESCRIPTION:**

A portion of land of the 12 feet Alley in Block 6, Plat No. ONE, OPA-LOCKA, according to the Plat thereof, recorded in Plat Book 25, Page 44, of the Public Records of Miami-Dade County, Florida, lying in NE 1/4 of Section 21, Township 52 South, Range 41 East, more particularly described as follows:

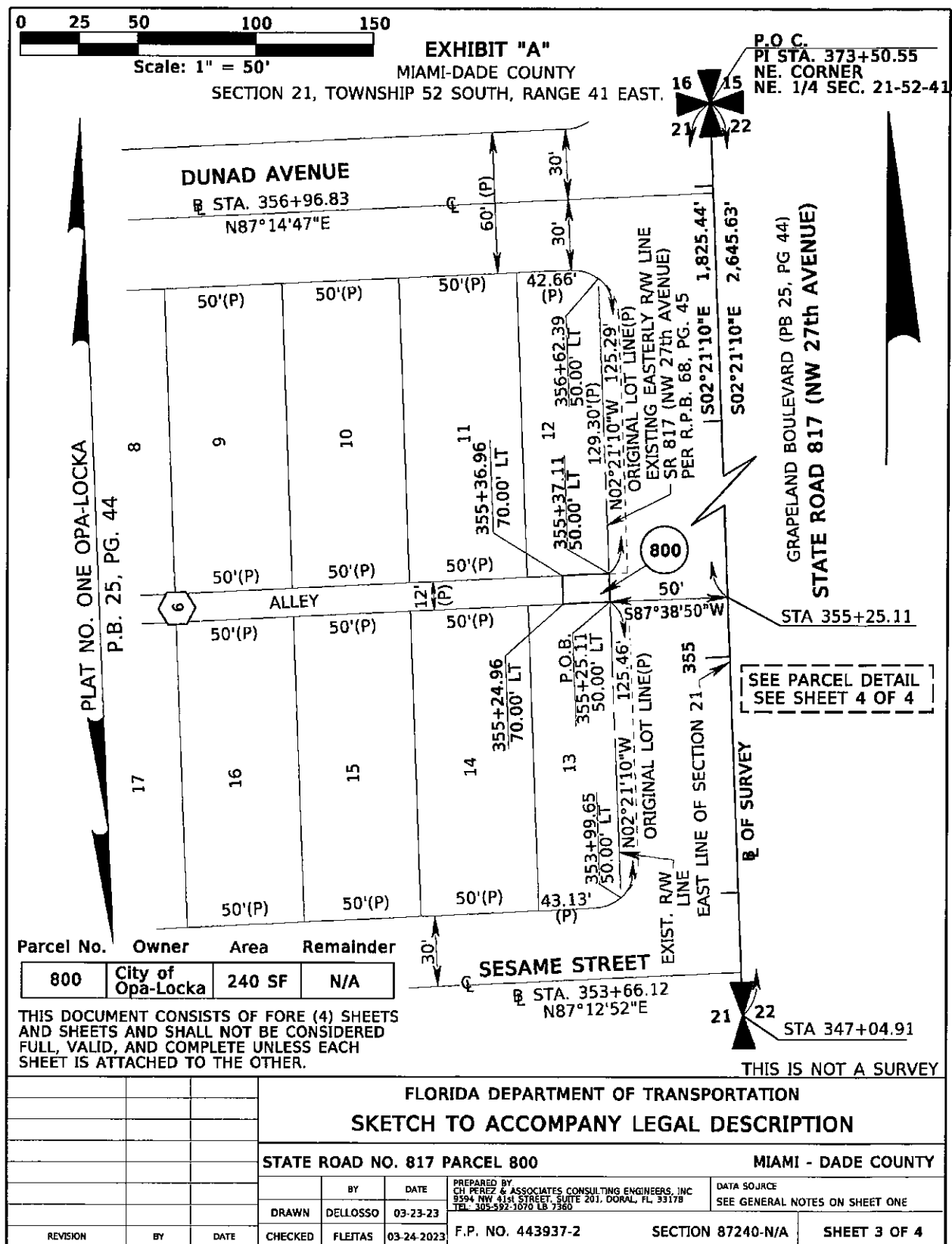
Commence at the Northeast Corner of said Section 21; thence run South 02° 21' 10" East, along the East Line of said Section 21, said line also being the baseline survey for State Road 817 (NW 27th Avenue), as shown on Florida Department of Transportation Right of Way Map for said State Road 817 (NW 27th Avenue), Section 87660-2150 (87019-2501), recorded in Road Plat Book 68, Page 45 of the Public Records of Miami-Dade County, Florida and the basis of bearings, for a distance of 1,825.44 feet; thence South 87°38'50" West at Right angles from the previously described East Line of Section 21, for a distance of 50.00 feet to a point on the Existing Westerly Right of Way Line of State Road 817 (NW 27th Avenue), as shown on said Road Plat Book 68, Page 45 and the POINT OF BEGINNING (P.O.B.) of the hereinafter described PARCEL; thence South 87°13'49" West along the North Line of Lot 13, Block 6, of said Plat Book, for a distance of 20.00 feet; thence North 02°21'10" West for a distance of 12.00 feet to a point on the the South Line of Lot 12, Block 6, of said Plat Book; thence North 87°13'49" East along said South Line of Lot 12, Block 6, for a distance of 20.00 feet, to a point on said Existing Westerly Right of Way Line of State Road 817 (NW 27th Avenue); thence South 02°21'10" East, along the previously described Existing Westerly Right of Way Line, for a distance of 12.00 feet to the POINT OF BEGINNING (P.O.B.)

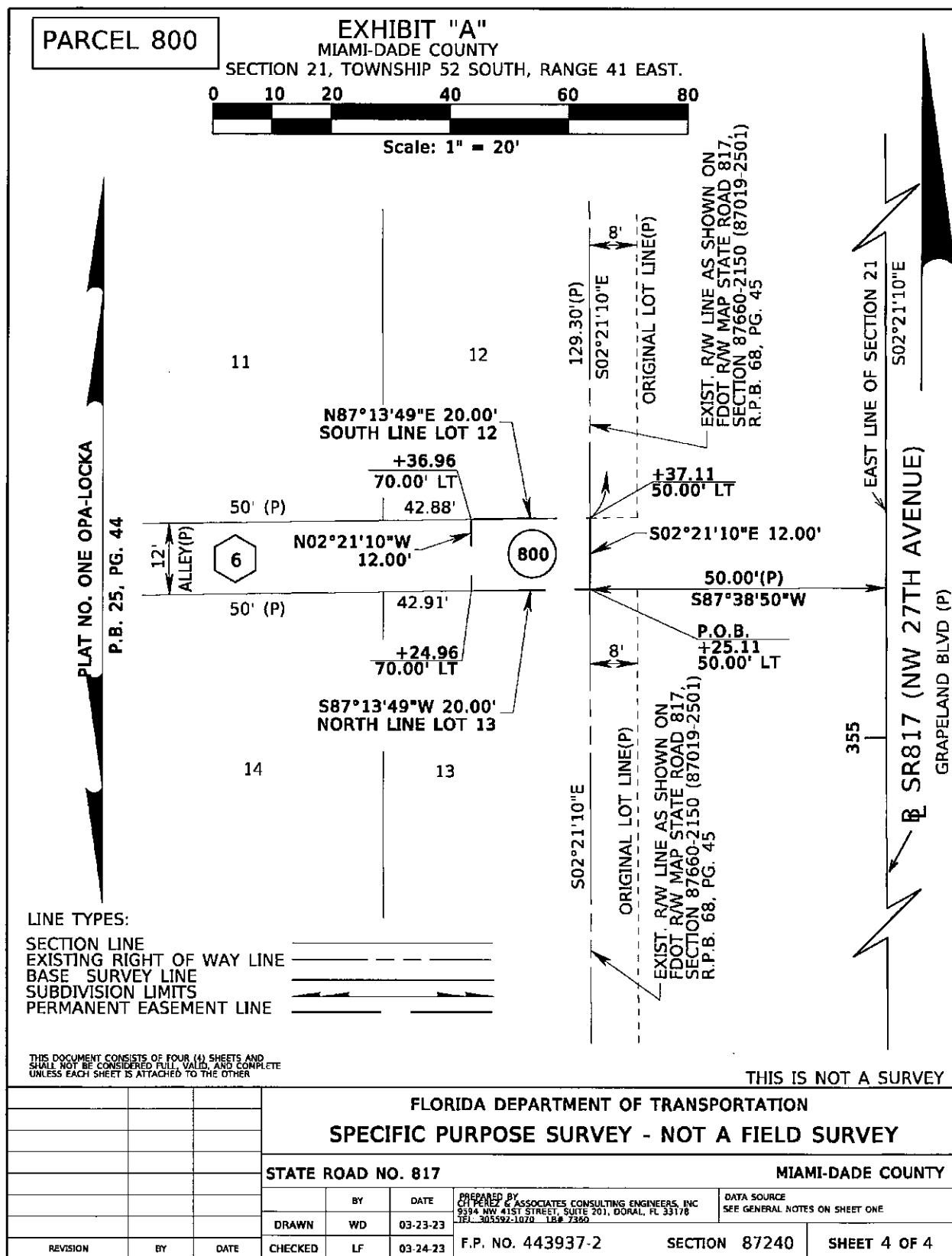
Containing 240 Square feet, more or less.

THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND
SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE
UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

THIS IS NOT A SURVEY

				FLORIDA DEPARTMENT OF TRANSPORTATION	
				SKETCH TO ACCOMPANY LEGAL DESCRIPTION	
				STATE ROAD NO. 817	
				MIAMI-DADE COUNTY	
				PREPARED BY CH Perez & Assoc. Consulting Eng., INC. LB#7360 9594 NW 41st Street Doral, FL 33178	
				DATA SOURCE SEE GENERAL NOTES ON SHEET ONE	
		DRAWN	WD	03-23-2023	F.P. NO. 443937-2
		CHECKED	LF	03-24-2023	
REVISION	BY	DATE	SECTION 87240		
			SHEET 02 OF 04		







Florida Department of Transportation

RON DESANTIS
GOVERNOR

JARED W. PERDUE, P.E.
SECRETARY

Donation of Property to the Florida Department of Transportation

June, 26, 2023

City of Opa-Locka
12950 Lejeune Road (NW 42nd Avenue)
Opa-Locka, FL 33054

ITEM/SEGMENT NO.:	443937-2
MANAGING DISTRICT:	6
F.A.P. NO.:	N/A
STATE ROAD NO.:	SR 817/NW 27 Avenue from Sesame Street to Dunad Avenue
COUNTY:	Miami Dade
PARCEL NO.:	800
INTEREST CONVEYED:	Perpetual Easement

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

Owner's Signature

Type or Print Property Owner's Name

Street Address

City, State, Zip Code

Date



Florida Department of Transportation

**INSTRUCTIONS FOR COMPLETION OF THE
DONATION OF PROPERTY TO THE
FLORIDA DEPARTMENT OF TRANSPORTATION (FORM 575-030-12)**

This form should be printed on official DOT letterhead.

DATE AND INSIDE ADDRESS:	Space is provided for a date and inside address of the property owner.
PROJECT/PARCEL INFORMATION:	The following information can be located in the legal documents and Right of Way map for each project and is required on official Department forms: Item/Segment No. Managing District F.A.P. No. State Road No. County Parcel No.
OWNER'S SIGNATURE BLOCK:	The owner must sign and provide an address and date before the Department can accept the donation.
ORIGINAL:	Parcel File
COPIES:	Owner(s)

ORDINANCE NO. 23-XXXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 2, ARTICLE II, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES ENTITLED "CITY COMMISSION", SECTION 2-27 ENTITLED "EXPENSE ACCOUNT FOR MAYOR AND EACH CITY COMMISSIONER" TO INCREASE MONTHLY EXPENSE REIMBURSEMENT ALLOWANCES FOR THE CITY COMMISSION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka has been allotted a monthly reimbursement amount not to exceed Two Hundred Dollars (\$200.00) as reimbursement for expenses; and

WHEREAS, the reimbursement is used to cover publications (subscriptions), dues, food and drink for dignitaries and public officials, cleaning, gasoline, transportation, and communications; and

WHEREAS, there has been a significant rise in the covered expenses, specifically food and gasoline and the City Commission desires to raise the monthly allowance to Three Hundred Dollars (\$300.00) to offset economic inflation; and

WHEREAS, the City Commission finds that it is in the best interests of the City and its residents to authorize the amendment of Chapter 2, Article II of the City's Code of Ordinances, entitled "City Commission", Section 2-27 entitled "Expense account for mayor and each city commissioner" to increase monthly expense reimbursement allowances from Two Hundred to Three Hundred Dollars for the City Commission.

NOW THEREFORE, BE IT 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

Amending Chapter 2, Article II, Division 1, Section 2-27 entitled "Expense account for mayor and each city commissioner", which shall read:

Sec. 2-27. - Expense account for mayor and each city commissioner.

The mayor and each city commissioner, in addition to the compensation pursuant to the Charter, and in addition to per diem and travelling expenses paid pursuant to Florida Statutes, Section 112.061, may receive reimbursement of monies expended during each monthly period, not to exceed the sum of two hundred dollars ~~(\$200.00)~~ (\$300.00) per month, for monies paid for publications (subscriptions), dues, food and drink for dignitaries and public officials, cleaning, gasoline, transportation, communications and other similar and related expenses incurred in the performance of the duties of mayor and commissioner, provided:

(a) A voucher, in a form prepared by the city manager, is executed by the mayor or commissioner submitting said voucher setting forth the nature of the expense and the purpose therefor.

(b) Receipts are attached, if available, or estimates of gasoline based on mileage.

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 of this Ordinance may be authorized by the Interim City Manager, following review by the City Attorney for legal sufficiency, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. SEVERABILITY

If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

SECTION 5. CONFLICT

All sections or parts of sections of the applicable City of Opa-Locka ordinances currently in place in conflict herewith are intended to be rescinded and repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE

This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this ____ day of _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



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

City Manager:	Darvin Williams			CM Signature:			
Commission Meeting Date:	9.13.2023		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X			Yes	No	Yes	No
					X	X	
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept)</i> Ex: 10-511306 10-511307		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
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>			
Sponsor Name	Commissioner Williams		Department:	City Commission			

Short Title:

An ordinance of the City Commission of the City of Opa-locka to amend Chapter 2, Section 2-27 entitled "Expense account for mayor and each city commissioner" to increase the monthly allowance to three hundred dollars (\$300.00).

Staff Summary:

History: The City Commission has been allotted a reimbursement of monies for related expenses incurred in the performance of the duties of mayor and commissioner, not to exceed two hundred dollars (\$200.00) monthly per member of the Commission. The reimbursement is used to cover publications (subscriptions), dues, food and drink for dignitaries and public officials, cleaning, gasoline, transportation, and communications.

Current: There has been a significant rise in the covered expenses, specifically food and gasoline. The City Commission is requesting a monthly allowance increase to three hundred dollars (\$300.00) to help offset economic inflation.

Financial Impact - The proposed increase will increase FY 24 annual expense by \$6,000. This additional expense is incorporated into the FY 24 Proposed Annual Budget and is subject to being appropriated in the final adoption of this budget.

Proposed Action:

Staff recommends the City Commission approve the legislation providing an increase in the Commission's monthly allowance to three hundred dollars (\$300.00) per member of the Commission.

Attachment:

ORDINANCE NO. 23-XXXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 5, SECTION 2-530 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES ENTITLED "POWERS OF HUMAN RESOURCES DIRECTOR" TO SPECIFICALLY ADD NEW PARAGRAPH 11 TO PROVIDE THAT THE HUMAN RESOURCES DIRECTOR MAY BE CONSIDERED AN OUTSIDE ENTITY FIRM OR PROFESSIONAL CONTRACTED BY THE CITY COMMISSION TO PERFORM THE DUTIES AND RESONSIBILITIES OF A HUMAN RESOURCES DEPARTMENT, AS SET FORTH WITHIN THE CITY OF OPA-LOCKA'S CHARTER, CODE OF ORDINANCES OR AS OTHERWISE DETERMINED APPROPRIATE BY THE CITY COMMISSION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka ("City Commission") desires to contract with an outside entity firm or professional to perform the duties and responsibilities of a Human Resources Department, as set forth within the City's Charter, Code of Ordinances or as otherwise determined appropriate by the City Commission; and

WHEREAS, this change will require an amendment to Article XI, Division 5, Section 2-530 of the City of Opa-Locka's Code of Ordinance's entitled "Powers of Human Resources Director to add new paragraph (11); and

WHEREAS, the amendment has been determined by the City Commission to be in the best interests of the City of Opa-Locka.

NOW THEREFORE, BE IT 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

Amending Article XI, Division 5, Section 2-530 of the City of Opa-Locka's Code of Ordinance's entitled "Powers of Human Resources Director to add new paragraph (11) and shall read:

Sec. 2-530. - Powers of human resources director.

That the human resources director shall have power and shall be required to:

- (1) Hold competitive examinations for all appointments in the classified service, restricted to persons qualified to perform the duties of the position;
- (2) Give wide publicity through appropriate channels in each case to all announcements of competitive examinations to the end of encouraging qualified persons to take such examinations;
- (3) Prepare and recommend to the civil service board such rules as he or she may consider necessary, appropriate or desirable to carry out the provisions hereof;
- (4) Prepare, install, and maintain a classification plan based on the duties, authority and responsibility of positions in the city service;
- (5) Prepare and maintain a pay plan in the city service;
- (6) Establish and maintain a roster of all persons in the municipal service in which there shall be set forth, as to each officer and employee:
 - a. The class title of the position held,
 - b. Salary or pay,
 - c. Any changes in class title, pay or status,
 - d. Such other data as maybe deemed desirable or useful to produce significant facts pertaining to personnel administration;
- (7) Certify all payrolls for persons in the classified service. No payment for personal service to any person in the classified service of the city shall be made unless the payroll vouchers bear the certification of the human resources director or his or her authorized agent that the persons mentioned therein have been appointed and employed in accordance with the provisions of this article;
- (8) Develop and establish training and educational programs for persons in the municipal service;

(9) Investigate periodically the operation and effect of the human resources department and the rules promulgated thereunder, and report annually his or her findings and recommendations to the city manager;

(10) Perform such other and different lawful acts and functions as he or she may deem necessary or desirable to enforce the purposes and provisions of this article.

(11) The Human Resources Director may be considered an outside entity firm or professional contracted by the City Commission to perform the duties and responsibilities of a Human Resources Department as set forth within the City of Opa-Locka's Charter, Code of Ordinances or as otherwise determined appropriate by the City Commission.

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 of this Ordinance may be authorized by the Interim City Manager, following review by the City Attorney for legal sufficiency, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. SEVERABILITY

If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

SECTION 5. CONFLICT

All sections or parts of sections of the applicable City of Opa-Locka ordinances currently in place in conflict herewith are intended to be rescinded and repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE

This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this ____ day of _____, 2023.

John Taylor, Mayor

Ordinance No. XX-XXXX

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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

Sec. 2-530. Powers of human resources director.

That the human resources director shall have power and shall be required to:

- (1) Hold competitive examinations for all appointments in the classified service, restricted to persons qualified to perform the duties of the position;
- (2) Give wide publicity through appropriate channels in each case to all announcements of competitive examinations to the end of encouraging qualified persons to take such examinations;
- (3) Prepare and recommend to the civil service board such rules as he or she may consider necessary, appropriate or desirable to carry out the provisions hereof;
- (4) Prepare, install, and maintain a classification plan based on the duties, authority and responsibility of positions in the city service;
- (5) Prepare and maintain a pay plan in the city service;
- (6) Establish and maintain a roster of all persons in the municipal service in which there shall be set forth, as to each officer and employee:
 - a. The class title of the position held,
 - b. Salary or pay,
 - c. Any changes in class title, pay or status,
 - d. Such other data as maybe deemed desirable or useful to produce significant facts pertaining to personnel administration;
- (7) Certify all payrolls for persons in the classified service. No payment for personal service to any person in the classified service of the city shall be made unless the payroll vouchers bear the certification of the human resources director or his or her authorized agent that the persons mentioned therein have been appointed and employed in accordance with the provisions of this article;
- (8) Develop and establish training and educational programs for persons in the municipal service;
- (9) Investigate periodically the operation and effect of the human resources department and the rules promulgated thereunder, and report annually his or her findings and recommendations to the city manager;
- (10) Perform such other and different lawful acts and functions as he or she may deem necessary or desirable to enforce the purposes and provisions of this article.

(Ord. No. 18-06, § 2, 6-13-18)