

**CITY OF OKEECHOBEE
INVITATION TO BID
CITY OF OKEECHOBEE SE 4TH STREET DRAINAGE
IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007**

**No. PW 04-10-05-23
OPENING DATE AND TIME: JUNE 14, 2023, at 3:00 P.M.**



Prepared by: David Allen, Public Works Director
Dated: April 28, 2023

**CITY OF OKEECHOBEE
CITY COUNCIL**

**Bid No. PW 04-10-05-23
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007**

**DOWLING R. WATFORD, JR., MAYOR
MONICA CLARK, VICE MAYOR
NOEL CHANDLER
BOB JARRIEL
DAVID MCAULEY**

GARY RITTER, CITY ADMINISTRATOR

TABLE OF CONTENTS
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23

Invitation to Bid Advertisement Form	1
Section I General Information	2
Section II Submission Requirements	3
Section III Bid Documentation	4 - 5
Section IV Minimum Qualifications for Bidders	6 - 7
Section V Bonding and Insurance Requirements	8 - 24
Section VI Rejection of Bid	25
Section VII Agreement for Services	26 – 33
Section VIII Miscellaneous	34 – 35

Exhibits

A Governing Specifications	36 – 212
B Bid Unit Price Schedule	213
C Project Plans	214 - 219
D FDEP Grant Agreement LPQ0007	220 - 246

Attachments:

A No Lobbying Affidavit	247
B Anti-Collusion Statement and No Gift Statement	248
C Proposer's Certification	249
D Sworn Statement Pursuant to Section 287.133(3)(a), FL § on Public Entity Crimes	250 – 251
E Conflict of Interest Disclosure Form	252
F Immigration Law Certification	253
G Drug-Free Workplace Certification	254
H Reference Form	255

INVITATION TO BID NO. PW 04-10-05-23
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007

Mandatory Pre-Bid: May 31, 2023, 10:30 AM
Opening Date and Time: June 14, 2023, 3:00 PM

The City of Okeechobee, Florida is currently soliciting bids for commercial stormwater improvement services including pipe and structure installation and site restoration.

Sealed bids must be received within the **General Services Department** at **City Hall, 55 SE 3rd Avenue, Rm 101, Okeechobee, FL 34974**, **no later than 3:00 PM EST on or before Wednesday, June 14, 2023**. All responses received by the deadline will be opened and recorded in the presence of one or more witnesses within the Council Chambers, Rm 200, at the address listed above. Any bids received after the above noted date and time will not be opened or considered. Facsimile or emailed bids will not be accepted.

A **MANDATORY Pre-Bid Meeting** will be held on **Wednesday, May 31, 2023, at 10:30 A.M.** in the **Council Chambers, Rm 200**, at the address listed above. Bidders **MUST** attend this meeting in order to submit for this bid.

Product specifications are available in the Bid Packets that may be obtained on the City's website: www.cityofokeechobee.com/contracting-opportunities.html, or from the General Services Department at City Hall during normal office hours, Mon-Fri, 8 AM-4:30 PM, except holidays, or by contacting Patty Burnette, 863-763-3372 x 9820, or via email at pburnette@cityofokeechobee.com. Questions concerning the scope of work are to be directed to Public Works Director David Allen, dallen@cityofokeechobee.com. **NOTE: Bonding Requirements Apply to this Bid Opportunity.**

Bid submittals must be within a sealed envelope and contain two (2) clearly identified originals and one (1) copy of the bid, with the outside of the envelope clearly labeled **"BID NO. PW 04-10-05-23 CITY OF OKEECHOBEE SE 4TH STREET DRAINAGE IMPROVEMENTS, FDEP GRANT AGREEMENT LPQ0007, 6-14-23, 3:00 PM"** with the submitting **Company Name**, and **Return Address**. Bids may be mailed, hand delivered and/or express mailed to the address listed above. Firms properly registered in the State of Florida are encouraged to submit their bid for consideration.

It is the sole responsibility of the Bidder to deliver personally or by mail, their bid to the General Services Department on or before the closing hour and date for the receipt of bids as noted above.

This solicitation does not commit the City of Okeechobee to award any contracts, to pay any costs incurred in the preparation of a response to this bid, or to contract for any services. The City Council reserves the right to reject any or all bids, to waive informalities and to accept or reject all or part of any bid, as they may deem to be in the best interests of the City of Okeechobee. Responses to this bid, upon receipt by the General Services Department, will become public records subject to provisions of Florida Statute Chapter 119 Florida Public Records Law.

SECTION I
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
GENERAL INFORMATION

All responses which comply with the requirements of this Bid will be considered.

Submittals must be made in the official name of the Firm or Individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, Partnership, Company, or Corporation submitting the response to this Bid.

Two clearly identified originals and one copy of your bid submittal are required.

Bid submittals will be received by the General Services Department until 3:00 p.m. on June 14, 2023.

Bid submittals are to be mailed, hand-delivered, and/or Express Mail to:

City of Okeechobee
General Services Department
55 S.E. 3rd Avenue, Room 101
Okeechobee, FL 34974

The submitting offeror is **required** to have printed on the **sealed** envelope or wrapping containing their submission their **Company name and return address, the Bid Number, Title, Opening Date and Time**.

Bids received after the date and time specified above shall be returned to the sender unopened. **Facsimile or emailed bids will not be accepted.**

All bids shall remain in effect for a period of ninety (90) days after the last day on which bids must be submitted.

**SECTION II
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
SUBMISSION REQUIREMENTS**

The bidder shall submit two (2) original clearly identified originals and one copy of the following:

1. Bid Documentation Form (Section III)
2. Minimum Qualifications for Bidders Form (Section IV) and three (3) references (Attachment H)
3. Bid Bond
4. Performance Bond
5. Bid Unit Price Schedule (Section VII, Exhibit B)

In addition to the above, please complete the following forms that must be returned with your bid:

Attachment A – No Lobbying Affidavit
Attachment B – Anti Collusion Statement and No Gift Statement
Attachment C – Proposer's Certification
Attachment D – Sworn Statement Pursuant to Section 287.133(3)(a),
FL Statutes on Public Entity Crimes
Attachment E – Conflict of Interest Disclosure
Attachment F – Immigration Law Certification
Attachment G – Drug Free Workplace Certification
Attachment H – Reference Form

**SECTION III
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS,
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
BID DOCUMENTATION**

(BIDDER'S COMPANY NAME)

City Council
City of Okeechobee
55 S.E. 3rd Avenue
Okeechobee, FL 34974

I have received the documents titled **CITY OF OKEECHOBEE SE 4TH STREET DRAINAGE IMPROVEMENTS, FDEP GRANT AGREEMENT LPQ0007, Project No. PW 04-10-05-23.**

I have also received addendum number ____ through ____ and have included these provisions in my Bid. I have examined both the Bid documents and the construction site and submit the following Bid in which I agree:

1. To hold my Bid open until an agreement has been executed between the City of Okeechobee and accepted Bidder, or until ninety (90) days after Bids are opened, whichever is longer.
2. Regarding the Disposition of Bid Security: to accept the provisions of the Instructions to the Bidders.
3. To accomplish the work included in, and in accordance with the Contract Documents, if this Bid is accepted.
4. To start work within 60 calendar days from the Notice to Proceed and there after completing the work within 60 calendar days of commencement of work.
5. Regarding Compensation for the proposed work: if this Bid is accepted, I will construct this project on a unit price basis as reflected in the Bid Unit Price Schedule, Exhibit B of this agreement. Payment will be made upon invoice after completion of all work. NOTE: The City shall not be liable to pay interest on any unpaid balance. Vendor is solely responsible for all taxes, withholding, or social security obligations.
6. Regarding the Award of the Contract: if I am awarded a contract for this project, I understand that the award may be for all or any portion thereof, of the items listed under the Bid Unit Price Schedule.

Bidder: _____
(Company Name)

Date: _____

By: _____
(Signature)

Title: _____

(Printed Name)

Email: _____

Mailing Address: _____

Office Number: _____

Fax Number: _____

**SECTION IV
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
MINIMUM QUALIFICATIONS FOR BIDDERS**

Minimum Qualifications:

1.0 Experience

- 1.1 Bidder must have at least 3 years of experience in providing commercial storm water improvement services including pipe, and structure installation and site restoration.
- 1.2 Bidder has successfully completed at least 6 storm water improvement projects in the last three years.

2.0 References

- 2.1 Bidder must provide at least 3 verifiable references of similar work as referenced in section 1.0 above.
- 2.2 For each reference, Bidder shall submit a completed Reference Form provided in Attachment H. provide the client name, client phone number, and client e-mail address.
- 2.3 Bidder shall provide a written description of the services performed in sufficient detail as they directly relate to the work of this Request for Bid. The description shall include the dates of the period that the Bidder provided the services as well as the contractual amount of the services provided.
- 2.4 The City, in its sole discretion, may reject any and all bids if the City is not able to verify the references provided.

3.0 Discriminatory Vendor List

- 3.1 In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

4.0 Bidder certifies that

- 4.1 Bidder meets the qualifications listed in Section IV, 1.0 above.
- 4.2 Bidder has never failed to complete work awarded under a contract due to circumstances that were under Bidder's control.
- 4.3 The Bidder has not been placed on the Discriminatory Vender List kept by the Florida Department of Management Services as listed in section 3.0 above.

Bidder: _____
(Company Name)

Date: _____

By: _____
(Signature)

Title: _____

(Printed Name)

Email: _____

Mailing Address: _____

Office Number: _____

Fax Number: _____

SECTION V
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
BONDING AND INSURANCE REQUIREMENTS

5.01 Bid Guaranty

- A. *Bid Bond Form.* Each Bid must be accompanied by the CITY's Bid Bond form meeting the standards specified in this Article 5, including those applicable to the sureties for the Statutory Payment Bond and Common Law Performance Bond specified in the General Terms & Conditions. The bond shall be on the Bid Guaranty form provided by the CITY, with Power of Attorney Affidavit attached, in an amount not less than five percent (5%) of the amount of the bid. The Bid Bond shall be in the Prime Contractor's name. The Bidder is required to use the CITY forms provided in this RFB. Alternate bond forms will not be accepted. Failure to provide the CITY's bond forms will deem the Bid non-responsive.
- B. *Alternate Security.* In lieu of the Bid Bond, the Bid may be accompanied by an alternate form of security in the form of cash, a money order, certified check of any national or state bank made payable to the CITY, or an irrevocable letter of credit, in an amount not less than five percent (5%) of the amount of the Bid. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond for which the alternative form of security is being substituted. The determination of the value of an alternative form of security shall be made by the CITY.
- C. *Conditions.* The Bid Bond or alternate security shall be conditioned upon the Bidder's:
1. Not withdrawing said bid within one hundred twenty (120) days after date of opening of the same, and
 2. Within seven (7) business days after of the Notice of Apparent Low Bidder Letter:
 - a. executing a written CONTRACT with the CITY, in accordance with the bid as accepted;
 - b. providing evidence of insurance in the manner specified by the CITY; and
 - c. if the Bid exceeds \$200,000.00, providing a Statutory Payment Bond and a Common Law Performance Bond as specified in the General Terms & Conditions (or, in lieu of the Statutory Payment Bond or Common Law Performance Bond, having provided an alternate form of security as specified in the General Terms & Conditions);
 - d. or in the event to fully comply with all of the foregoing, if the Bidder shall have paid the CITY the difference between the amount specified in said bid and the amount for which the CITY may procure the required work and/or supplies, if the latter amount be in excess of the former.

- D. *Return of Bid Guaranty.* Funds of any money order or check that may be received will be returned to all Bidders, with the exception of the two (2) apparent low Bidders, within thirty (30) days after the opening of the Bids. Bid bonds will not be returned to the bidders, unless specifically requested by a Bidder. The Bid Security of the apparent and second apparent low bidder shall be retained until such Bidder has executed the CONTRACT, furnished the Insurance Certificate and endorsements, complied with the CITY's SBE requirements, and furnished a valid and acceptable Statutory Payment Bond and a Common Law Performance Bond as specified in the General Terms & Conditions (or, in lieu of the Statutory Payment Bond or Common Law Performance Bond, having provided an alternate form of security as specified in the General Terms & Conditions) as required under the provisions of the CONTRACT. Any money order or check from the apparent low bidder shall be deposited upon receipt. Any money order or certified check from the second apparent low bidder may be deposited. Failure of the CITY to execute the CONTRACT within one hundred twenty (120) days after the date of the bid opening shall initiate release of the Bid Bond, certified check or cash of the lowest and second lowest bidders unless mutually agreed otherwise or specified in the Supplemental Conditions.

5.02 *Performance and Payment Bond:*

Bonds must be in compliance with Florida Law. If the CONTRACT price is in excess of \$200,000.00, the **[CONTRACTOR]** shall, within seven (7) business days of date of the Notice of Apparent Low Bidder from CITY, provide CITY with a Common Law Performance Bond and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY with Power of Attorney Affidavit attached, each in an amount not less than the CONTRACT Price. The bonds shall also be accompanied by the CITY's Affidavit for Surety Form. The Performance and Payment Bonds shall be in the Prime Contractor's name. Failure to provide the bond(s) within the seven (7) business day period shall be sufficient cause for the CITY to deem the Bidder non-responsive and nullify the CONTRACT award. The **[Contractor]** shall provide a Performance Bond which guarantees the performance of the Work as well as any applicable extended warranty.

5.03 *All Bonds*

Sureties Qualifications: All bonds required under this CONTRACT, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

**BOND AND INSURANCE
REQUIREMENTS FOR CONSTRUCTION CONTRACTS**

CONTRACT SUM	BEST'S RATING CLASSIFICATION FOR SURETY AND INSURANCE FIRMS, & OTHER REQUIREMENTS	BEST'S FINANCIAL SIZE CATEGORY FOR SURETY AND INSURANCE FIRMS
From: \$0.00 To: \$200,000.00	Bid Bond and Insurance Required. Performance and Payment Bond <u>Not</u> Required (unless specified in Contract Documents)	No Minimum Required. Not Applicable.
From: \$200,000.01 To: \$500,000.00	<u>All Bonds and Insurance Required:</u> See requirements under paragraph (3) below	No Minimum Required.
From: \$500,000.01 To: \$2,500,000.00	<u>All Bonds and Insurance Required:</u> A- or better Circular 570 requirements (paragraph 2 below)	IV or larger.
From: \$2,500,000.01 and more	<u>All Bonds and Insurance Required:</u> A- or better Circular 570 requirements (paragraph (2) below)	V or larger.

[CONTRACTOR] must use the CITY bond forms enclosed herein. Failure to use the CITY forms shall deem the bidder as non-responsive.

1. Ratings by A.M. Best:

The surety and insurance company or corporation shall have a minimum A.M. Best Company rating as indicated above in addition to the surety qualifying pursuant to paragraph (3) below:

2. Circular 570, CONTRACT Price of \$500,000.01 or More:

If the CONTRACT Price is \$500,000.01 or greater, the surety shall also comply with the Circular 570 requirements as set forth in this paragraph 2. The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 CFR Section 223.10 - Section 223.111. Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

3. CONTRACT Price of \$500,000 or Less:

Notwithstanding the foregoing paragraphs 1. and 2., in the event the CONTRACT price is \$500,000.00 or less, in accordance with Section 287.0935, Florida Statutes, bonds with a surety company in compliance with the following requirements shall be acceptable:

- a. The surety company is licensed to do business in the State of Florida; and
- b. The surety company holds a certificate of authority authorizing it to write surety bonds in Florida; and
- c. The surety company has twice the minimum surplus and capital required by the Florida Insurance code at the time this Request for Bids is issued; and
- d. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code; and
- e. The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss.9304 to 9308.

In order to qualify as an acceptable surety company under this paragraph 3, an Affidavit for the Surety Company shall be executed by an Officer of the surety bond insurer as evidence that a surety company is in compliance with the foregoing requirements.

- A. *Additional or replacement bond:* It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate, the **[CONTRACTOR]** shall, at its expense within seven (7) business days after the receipt of notice from the CITY to do so, furnish an additional or replacement bond or bonds on the CITY'S standard form, with the same amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the **[CONTRACTOR]** shall be deemed to be due under this CONTRACT until such new or additional security for the faithful performance of the work shall be furnished in the manner and form satisfactory to the CITY.

In addition, the **[CONTRACTOR]** shall for any increases in the CONTRACT amount automatically increase the amount of the performance and payment bonds to equal the revised amount of the contract and shall provide the CITY with evidence of same.

- B. The surety company shall provide a Florida address for service of process in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

- C. *Alternate form of security*: In lieu of the Common Law Performance Bond or Statutory Payment Bond, **[CONTRACTOR]** may, pursuant to Section 255.051, Florida Statutes, provide an alternate form of security in the form of cash, a money order, a certified check, or an irrevocable letter of credit. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond for which the alternative form of security is being substituted. The determination of the value of an alternative form of security shall be made by the CITY.

5.04 Insurance

- A. *Certificate of Insurance*. The **[CONTRACTOR]** shall deliver to CITY and maintain insurance coverage reflecting, at a minimum, the amounts and conditions as specified within the CITY'S Insurance Requirements Checklist, attached herein. All insurance required under this CONTRACT shall meet the requirements listed in the Table found in 5.03 above.

In addition, at the direction of the CITY, the **[CONTRACTOR]** shall for any increases in the CONTRACT amount automatically increase the amount of the insurance to equal the revised amount of the contract and shall provide the CITY with evidence of same.

The **[CONTRACTOR]** shall provide the certificate within seven (7) business days from the date of the *Notice of Apparent Low Bidder*.

The **[CONTRACTOR]** shall have thirty (30) business days after CONTRACT execution, to produce the required Insurance Declaration Page of Policy, additional insured endorsement forms, and a waiver of subrogation endorsement as set forth in the General Terms & Conditions, and the Insurance Requirements Checklist included herein. **[CONTRACTOR]** shall provide an insurance policy that provides the City of Okeechobee as additional insured, a separate defense in the event of a claim filed by a third party against the City, regardless of whether an allegation of negligence is alleged against the CONTRACTOR.

- B. *Qualifications to Do Business in Florida*. All insurers must be qualified to lawfully conduct business in the State of Florida. Failure of the CITY to notify the CONTRACTOR that the Certificate of Insurance provided does not meet the CONTRACT requirements, shall not constitute a waiver of the **[CONTRACTOR'S]** responsibility to meet the stated requirements. In addition, receipt and acceptance of the certificate of insurance by the CITY shall not constitute approval of the amounts, conditions or types of coverage listed on the certificate. Misrepresentation of any material fact, whether intentional or not, regarding the **[CONTRACTOR'S]** insurance coverage, policies or capabilities, may be grounds for rejection of the response and rescission of any ensuing contract.

C. *Self-insured Provisions.* If the **[CONTRACTOR]** is a self-insured entity, the **[CONTRACTOR]** may contact the CITY'S CONTRACT Administrator, identified on the cover page, and request the CITY'S self-insurance package. It shall be the responsibility of the **[CONTRACTOR]** to ensure that all Subcontractors are adequately insured or covered under their policies. The CITY may at its discretion, require the **[CONTRACTOR]** to provide a complete certified copy of its insurance policy(s).

D. *Workers' Compensation:*

1. Workers' Compensation insurance shall comply with Chapter 440, Florida Statute, including Employer's Liability. If work is performed in/over navigable waters, an endorsement covering the U.S. Longshore and Harbor Workers' Compensation Act (LHWCA) 33 U.S.C. Section 901, et seq. and Jones Act, 46 App U.S.C. Section 861, et seq. shall be included.
2. If **[CONTRACTOR]** claims an exemption from coverage, it must attach proof of same for consideration in the form of a certified copy of your state exemption form. The CITY reserves the right to require said coverage regardless of the state exemption.

E. *Commercial Liability Insurance*

1. Coverage shall be no more restrictive than that identified by the Insurance Services Office, Inc. (ISO).
2. Coverage shall be written on an Occurrence Basis Form.
3. Coverage shall provide as a minimum those limits identified within the CITY's Insurance Requirements Checklist. Coverage shall be "first dollar" coverage. If **[CONTRACTOR'S]** policy includes a Self-Insured Retention (SIR) **[CONTRACTOR]** may, at the CITY's option, be required to meet established financial security requirements.
4. Coverage shall include as a minimum, the following coverage endorsements: Premises / Operations, Products/Completed Operations, Contractual Liability, Independent CONTRACTORS, Broad Form Property Damage, Underground Explosion/Collapse (XCU) and Personal Injury. Additional endorsements may be required as the CONTRACT dictates. Refer to the CITY's Insurance Requirements Checklist attached herein.
5. The CITY shall be added by endorsement as an Additional Insured. An endorsement shall also be included which specifies that the inclusion of an additional insured does not exclude any pollution liability coverage otherwise afforded by said policy.

F. Business Auto Liability Insurance

1. Coverage shall be no more restrictive than that identified by the Insurance Services Office, Inc. (ISO).
2. Coverage shall provide as a minimum those limits identified within the CITY's Insurance Requirements Checklist. Coverage shall be "first dollar" coverage. If **[CONTRACTOR'S]** policy includes a Self-Insured Retention (SIR) **[CONTRACTOR]** may, at the CITY's option, be required to meet established financial security requirements.
3. Coverage shall be "Any Auto" - Symbol 1.

G. Builders Risk Insurance/Installation Floater

1. The insurance policy shall be "broad form," "all risk" covering all equipment and machinery; or a special Installation Floater may be included to ensure the required coverage for this exposure. The policy form shall be no more restrictive than the "inland marine type form." The CITY shall be allowed to occupy the property in question without voiding any of the provided coverages.
2. The policy(s) shall state, "on behalf of all parties to the contract." The **[CONTRACTOR]**, the CITY and all other applicable subcontractors are to be included as "insureds" on the policy(s).
3. At a minimum, the "covered property" will include the building or structure being constructed, including all fixtures, materials, supplies, machinery and equipment to be used in, or incidental to the construction. This will extend coverage to underground works. Coverage shall also be afforded to the property of others through a "care, custody or control" endorsement, as well as property off-site or in transit. The following coverages shall also be included by endorsement, unless excluded by the CITY: Boiler & Machinery, Testing, Mechanical Breakdown, Earthquake, and Flood.
4. Coverage shall be valued on a Replacement Cost (100%) basis. A maximum (SIR) of \$5,000 is allowed. If multiple limits of liability are proposed for the construction site, property in transit, off-site storage, etc., the same value requirement shall be used for each.
5. All coverages afforded under this policy(s) shall remain in effect and not be excluded by a "Force Majeure Clause" found elsewhere in these Bidding Documents.
6. Coverage shall cease when the entire project covered by said policy is accepted by the CITY. In the event testing by the CONTRACTOR is conducted after acceptance by the CITY, coverage shall remain in full force and effect until all testing is complete and accepted by the CITY, and final payment is made.

INSURANCE

[CONTRACTOR] shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability, Worker's Compensation, and Commercial Automobile Liability insurance, including Employer Liability insurance, with minimum policy limits specified below Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Okeechobee as a named additional insured, as well as furnishing the City of Okeechobee with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by **[CONTRACTOR]** as required herein shall be considered, and **[CONTRACTOR]** agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Okeechobee, and that any other insurance, or self-insurance available to the City of Okeechobee shall be considered secondary to, or in excess of, the insurance coverage(s) procured by **[CONTRACTOR]**

Worker's' Compensation - Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease.

Commercial General Liability (Occurrence Form Required) (Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$5,000,000.00. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.00.

Commercial Automobile Liability Insurance (Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

Nothing herein shall be construed to extend the City of Okeechobee's liability beyond that provided in F.S. 768.28, Florida Statutes.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal and _____, as Surety, are held and firmly bound unto the City of Okeechobee (the "City"), in the penal sum of \$_____ lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20____, for the Contract Documents:

Contract Number: **PW 04-10-05-23**

Contract Title: **CITY OF OKEECHOBEE SE 4TH STREET DRAINAGE IMPROVEMENTS, FDEP GRANT AGREEMENT LPQ0007**

NOW, THEREFORE,

1. If the Principal,
 - a. Within seven (7) business days after the date of the Notice of Apparent Low Bidder, provides a Statutory Payment Bond and a Common Law Performance Bond as specified in the General Terms & Conditions or, in lieu of the Statutory Payment Bond or Common Law Performance Bond, provides an alternate form of security as specified in the Contract Documents; and provides the insurance certificate required under the Contract Documents, completed by a lawfully authorized insurance agent; and
 - b. Within seven (7) business days of receipt of the Contract Documents, enters into a written contract with the City, in accordance with the Bid, as accepted, then the above obligations of the Principal and Surety shall be null and void.
2. However, should the Principal fail to fully comply with the conditions of paragraph 1 above, then the Principal and Surety, jointly and severally, shall be liable to the City for the full penal sum of this Bond which shall be forfeited to the City as liquidated damage, but not a penalty, as a result of the Principal's failure to comply with the bid instructions and conditions, regardless of whether the City ultimately decides to change the project requirements or resolicit bids.
3. The remedies provided herein are not to be construed as the City's exclusive remedies for the principal's failure to enter into a contract with the City but shall be deemed supplemental to all remedies available to the City at law or otherwise.

DATED ON _____, 20____.

FOR NON-CORPORATE BIDDERS:

(Witness)

(Print Name)

(Witness)

(Print Name)

By: _____
(Signature of Principal)

(Print Name and Title)

Business Address

FOR CORPORATE BIDDERS:

ATTEST:

(Signature of Corporate Principal)

Secretary

(Print Name and Title)

Business Address

SURETY:

ATTEST:
(Corporate Seal)

(Corporate Surety)

Secretary

(Print Name and Title)

Business Address

Florida Address for Service of Process

Telephone Number

(Surety shall provide evidence of signature authority such as a certified copy of
Power of Attorney.)

COMMON LAW PERFORMANCE BOND

BY THIS BOND, know that _____ as Principal, herewith called **[CONTRACTOR]**, Business Address _____, Business Phone _____, and _____, as _____, hereinafter called SURETY, Surety Address _____, Surety Phone Number _____, are bound to City of Okeechobee, as Obligee, herein called CITY, in the amount of _____ Dollars (\$ _____) for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT entered into by CONTRACTOR and CITY, for the following:

Contract Number: **PW 04-10-05-23**

Contract Title: **CITY OF OKEECHOBEE SE 4TH STREET DRAINAGE IMPROVEMENTS,
FDEP GRANT AGREEMENT LPQ0007**

General Description of Project: The Contractor shall furnish all labor and materials necessary to perform the hydrodynamic separator installation, as shown on the plans in Okeechobee, Florida. The project shall include all piping, fittings, accessories and appurtenances, site restoration for all work, temporary provisions to maintain functionality of the drainage system, all testing, removal of the existing piping as specified, compliance with permit conditions, bypass pumping for stormwater mains, maintenance of traffic in accordance with City standards, and any other items as described in these documents to provide a complete and functional system.

Directions:

THE CONDITION OF THIS BOND is that if the **[CONTRACTOR]**:

1. Performs said contract in accordance with its terms and conditions; and
2. Pays CITY all losses, damages (direct and consequential including delay or liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by CONTRACTOR under the CONTRACT; and
3. Pays CITY any and all other amounts due CITY by CONTRACTOR because of a default by CONTRACTOR under the CONTRACT; and
4. Performs the warranty, extended warranty and guarantee of all work and materials furnished under the CONTRACT for the time specified in the CONTRACT;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

If there is no CITY default, the SURETY's OBLIGATIONS UNDER THIS BOND shall arise after SURETY has received notice of CITY's declaration of default of CONTRACTOR in accordance with the terms and conditions of the CONTRACT (including notice and cure periods), so that within 20 days of CITY's declaration of CONTRACTOR's default, SURETY shall either (1) arrange for the CONTRACTOR, with the written consent of the CITY, to timely perform and complete the contract or (2) undertake to timely perform and complete the contract either by retaining another contractor approved by the CITY or undertaking to do the contract itself. SURETY shall be liable for any and all delays caused by the CONTRACTOR, SURETY, and/or the replacement contractor(s) provided by the SURETY. SURETY's failure to take such action shall be deemed to be a default on this Bond, thus entitling the CITY to complete the contract with another contractor and recover all resulting damages, including, but not limited to, all direct and consequential damages including delay or liquidated damages, engineering and architectural fees, as well as any and all legal costs and attorney's fees.

Any changes in or under the Contract Documents do not affect the Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the Owner. Any suit under this bond must be initiated before the expiration of the limitation period applicable under Florida Statutes.

IN WITNESS WHEREOF, this instrument is executed this ____day of _____, 20__.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
Individual Principal

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
Signature of Individual

By: _____
(Witness)

WHEN A PARTNERSHIP:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
Partner

By: _____
(Witness)

WHEN THE PRINCIPAL IS A CORPORATION:
ATTEST:

(Type Corporate Principal Name)

By: _____
President

By: _____
(Secretary)

SURETY:

ATTEST:

(Surety Seal)

(Type Corporate Surety Name)

By: _____
SURETY

By: _____
(Secretary)

ATTORNEY-IN-FACT

By: _____ Name _____

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Common Law Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

STATUTORY PAYMENT BOND

BY THIS BOND, know that _____ as Principal, herewith called **[CONTRACTOR]**, Business Address _____, Business Phone _____, and _____, as _____, hereinafter called SURETY, Surety Address _____, Surety Phone Number _____, are bound to City of Okeechobee, as Obligee, herein called CITY, in the amount of _____ Dollars (\$_____) for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT entered into by CONTRACTOR and CITY, for the following:

Contract Number: **PW 04-10-05-23**
Contract Title: **CITY OF OKEECHOBEE SE 4TH STREET DRAINAGE IMPROVEMENTS, FDEP GRANT AGREEMENT LPQ0007**

General Description of Project: The Contractor shall furnish all labor and materials necessary to perform the hydrodynamic separator installation, as shown on the plans in Okeechobee, Florida. The project shall include all piping, fittings, accessories and appurtenances, site restoration for all work, temporary provisions to maintain functionality of the drainage system, all testing, removal of the existing piping as specified, compliance with permit conditions, bypass pumping for stormwater mains, maintenance of traffic in accordance with City standards, and any other items as described in these documents to provide a complete and functional system.

Directions:

THE CONDITION OF THIS BOND is that if the **[CONTRACTOR]**:

Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, material, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the contract;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the CONTRACT or with the changes, do not affect Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the CITY.

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes. No action shall be instituted against the CONTRACTOR or Surety under this bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20__.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
(Individual Principal)

WHEN THE PRINCIPAL OPERATES UNDER A **TRADE NAME**:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
Signature of Individual

By: _____
(Witness)

WHEN A **PARTNERSHIP**:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
Partner

By: _____
(Witness)

WHEN THE PRINCIPAL IS A **CORPORATION**:
ATTEST:

(Type Corporate Principal Name)

By: _____
President

By: _____
(Secretary)

SURETY:

ATTEST:

(Surety Seal)

(Type Corporate Surety Name)

By: _____
SURETY

By: _____
(Secretary)

Service of Process)

(Type Florida Address for

ATTORNEY-IN-FACT

By: _____

Name _____

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Common Law Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.

AFFIDAVIT FOR SURETY COMPANY
To be submitted with Performance & Payment Bond

TO: City of Okeechobee

RE: CONTRACT NUMBER: **PW 04-10-05-23**
CONTRACT TITLE: **CITY OF OKEECHOBEE SE 4TH STREET
DRAINAGE IMPROVEMENTS, FDEP GRANT
AGREEMENT LPQ0007**

CONTRACTOR:

Name: _____
Address: _____
Telephone: _____

AMOUNT OF BOND: _____

SURETY COMPANY:

Name: _____
Address: _____
Telephone: _____
Email address: _____

BEFORE ME, the undersigned authority, personally appeared the AFFIANT, who being duly sworn and says:

- (1) He/She is _____ of the Surety Company;
(Officership)
- (2) In accordance with Section 287.0935, Florida Statutes, the Surety Company fulfills each of the following provisions:
- a) The Surety Company is licensed to do business in the State of Florida;
 - b) The Surety Company holds a certificate of authority authorizing it to write surety bonds in Florida;
 - c) The Surety Company has twice the minimum surplus and capital required by the Florida Insurance code at the time the invitation to bid is issued;
 - d) The Surety Company is otherwise in compliance with the provisions of the Florida Insurance Code; and
 - e) The Surety Company holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss. 9304 to 9308.

FURTHER AFFIANT SAYETH NOT.

Dated Signed Signature of AFFIANT (Officer of Surety Company)

Title of AFFIANT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 20____, by
_____, who is personally known to me or produced
_____ as identification.

Notary Public Signature

Commission No. _____

**SECTION VI
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
REJECTION OF BID**

1. The City may reject a Bid if:
 - a. The Bidder conceals any material fact in the bid.
 - b. The Bid does not strictly conform to the law or requirements of this solicitation.
 - c. The City may, however, reject any or all Bids, whenever it is deemed in the best interest of the City to do so and may reject any part of a Bid. The City may also waive any minor informalities or irregularities in any Bid.
2. Bid Protest Procedure:
 - a. Any Bidder that has submitted a formal bid to City of Okeechobee, and who is adversely affected by the decision with respect to the award of the formal bid, may file with the City Administrator's Office, City of Okeechobee, 55 S.E. 3rd Avenue, Okeechobee, FL 34974, a written Protest no later than forty-eight (48) hours (excluding Saturdays, Sundays and Legal Holidays) of the decision of the City of Okeechobee City Council to award the bid.
 - b. The "Notice of Intent to File a Protest" document shall be in the form of a letter stating all grounds claimed for the Protest. Failure to do so shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.
 - c. The City Administrator shall submit the protest statement and affidavits along with his or her own statement and affidavits in support of the award of the formal bid to the City Council for a final determination of the protest.

SECTION VII
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
AGREEMENT FOR SERVICES

This **AGREEMENT** is dated as of the _____ day of _____ in the year 20____, between the City of Okeechobee (CITY) and _____ (CONTRACTOR). CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. SCOPE OF WORK

The following Exhibits are attached and are a part of this Agreement.

Exhibit A – Governing Specifications
Exhibit B – Bid Unit Price Schedule
Exhibit C – Project Plans
Exhibit D – FDEP Grant Agreement LPQ0007

The work is described as follows: The Contractor shall furnish all labor and materials necessary to perform the hydrodynamic separator installation, as shown on the plans in Okeechobee, Florida. The project shall include all piping, fittings, accessories and appurtenances, site restoration for all work, temporary provisions to maintain functionality of the drainage system, all testing, removal of the existing piping as specified, compliance with permit conditions, bypass pumping for stormwater mains, maintenance of traffic in accordance with City standards, and any other items as described in these documents to provide a complete and functional system.

The selected Contractors will be responsible for the entire scope of work, hiring licensed Subcontractors, and paying for all plans and permits from the City of Okeechobee and/or other agencies.

ARTICLE 2. PUBLIC WORKS DIRECTOR

2.1. PUBLIC WORKS DIRECTOR as named in the Contract Documents shall mean:

City of Okeechobee
Public Works Director
55 S.E. 3rd Avenue
Okeechobee, FL 34974

ARTICLE 3. CONTRACT TIME

- 3.1 This contract will be in force for a period of one (1) year.
- 3.2 To start work within 60 calendar days from the Notice to Proceed and there after completing the work within 60 calendar days of commencement of work.

ARTICLE 4. CONTRACT PRICE

- 4.1 CITY shall pay CONTRACTOR for performance of the work in accordance with the unit prices listed in **Exhibit B**
- 4.2 CITY shall pay the CONTRACTOR, or receive as credit, for changes or adjustments in the work made in accordance with the General Conditions, based on the unit prices indicated on the Bid form.

ARTICLE 5. MEASUREMENT AND PAYMENT

- 5.1 The City will not pay for any item that is not specifically set forth in the Bid Schedule.
- 5.2 The total Unit Bid Price for each project shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishings all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the Unit Bid prices. All related and necessary work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of CONTRACTOR and all costs in connection therewith shall be included.
- 5.3 Payment for all work done in compliance with the Contract Documents, inclusive of furnishings all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under the Unit Bid Price.
- 5.4 Contractor shall submit Applications for Payment monthly after work has been completed. A monthly invoice shall be submitted on or before the 9th day of each month for payment. The invoice will be processed through our regular cycle with payment usually made by the end of the following month. Example: Work performed from September 1st through September 30th. The invoice is to be received by the City no later than October 9th, and payment should be made by October 30th. The City shall not be liable to pay interest on any unpaid balance. Vendor is solely responsible for all taxes, withholding, or social security obligations.
- 5.5 Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Bid Documents. The CONTRACTOR shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the Public Works Director shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.
- 5.6 The quantities for payment, other than Final Payment, under this Contract shall be determined for actual measurement of the completed items, in place, ready for service and accepted by the CITY, in accordance with the applicable method of measurement therefore contained herein. A representative of the CONTRACTOR shall witness all field measurements.
- 5.7 All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and supplied for the sole purpose of providing Bidder with a basis which will be used to determine the Base Bid and to obtain unit prices for approvals of progress payments for the Work done. Actual quantities which will be ordered by CITY may vary from those on the Bid Form(s). The CONTRACTOR'S attention is directed to the items of work for which no unit price is set. All work shown on the drawings as outlined in the specifications is to be completed in all respects, and the cost of all miscellaneous and associated work to any specific items shall be included in the Unit Prices.

- 5.8 All quantities, for the submittal of payments, shall be measured and tabulated by both the Public Works Director, or representative, and CONTRACTOR. Requests for payment and supporting data shall be prepared by the CONTRACTOR and given to the Public Works Director sufficiently in advance of payment date to permit thorough checking of all quantities.
- 5.9 The **[CONTRACTOR]** shall furnish the Public Works Director whatever assistance is required, laborers, clerks and records that will enable the Public Works Director to expeditiously check all estimates and especially the final quantities of the project.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents. Work locality, weather, and with all local conditions and federal, state, and local laws ordinances, rules, policies, and regulations that in any manner affect cost, progress, or performance of the work.
- 6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions of the site or otherwise affecting cost, progress, or performance of the work which were relied upon by the Public Works Director in the preparation of the Drawings and Specifications.
- 6.3 CONTRACTOR has made or caused to be made examinations, investigations, and tests, and studies of such reports and related data, in addition to those referred to in Paragraph 6.2 above as he deems necessary for the performance of the work at the contract price, within the contract time, and in accordance with the other terms and conditions of the contract documents, and no additional examinations, investigations, tests, reports or similar data are/or will be required by the CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has correlated results of such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the contract documents.
- 6.5 CONTRACTOR has given Public Works Director written notice of all conflicts, errors, or discrepancies that he has discovered in the contract documents, and the written resolution thereof by Public Works Director is acceptable to the contract.

ARTICLE 7. EARLY TERMINATION

- 7.1 Should CONTRACTOR violate any provision of this contract, or if the level of service and performance being provided by CONTRACTOR does not meet the expectations of the CITY after providing attempts at curing such defects, the CITY may cancel this contract upon thirty (30) days written notice to CONTRACTOR without further liability therefore.

ARTICLE 8. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between the CITY and the CONTRACTOR are made a part hereof and consist of the following:

- This Agreement
- Certificates of Insurance
- Payment Bond and Performance Bond
- Notice of Award
- Notices to Proceed
- General Conditions
- Governing Specifications attached as **Exhibit Addenda** numbers _____ to _____, inclusive.
- CONTRACTOR'S Bid Forms (including documentation accompanying the Bid and documentation prior to Notice of Award).
- Documentation submitted by CONTRACTOR prior to Notice of Award.
- Any modification, including Change Orders and Field Orders, duly delivered after execution of Agreement.
- Call for Bids, Instructions to Bidders, Bid Forms, Payment and Performance Bonds, and Application for Payment.

There are no contract documents other than those listed above in this Article 8. The contract documents may only be altered, amended, or replaced by a modification (as defined in Section 1 of the general conditions).

ARTICLE 9. GENERAL PROVISIONS

9.1 Compliance with Laws

The Contractor, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws, regulations, and requirements relating to the performance of this Contract.

9.2 Applicable Laws and Venue

The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Nineteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

9.3 Indemnification.

Contractor shall defend, indemnify and hold harmless the CITY and all of the CITY's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this article of the Agreement. Nothing herein, shall be construed to extend the CITY's liability beyond that provided in Section 768.28, Florida Statutes.

To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the Recipient's sovereign immunity.

9.4 **Waiver of Jury Trial**

Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Contract and the transactions it contemplates. This waiver applies to an action or legal proceeding, whether sounding in contract, tort or otherwise.

9.5 **No Discrimination**

Contractor and its agents will not discriminate against any person on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Contract.

9.6 **No Lobbying**

Pursuant to Chapter 216.347, F.S., the Contractor is prohibited from the expenditure of any funds under this Contract to lobby the Legislature, the judicial branch or another state agency.

9.7 **E-Verify**

CONTRACTOR has verified that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify. CONTRACTOR shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

9.8 **Contractor's Duties Regarding Public Records**

A. Compliance with Florida Laws

Contractor must provide public access to all records concerning this Contract according to applicable Florida laws including Chapter 119, Florida Statutes. If Contractor asserts any exemptions to Florida's public records laws, Contractor has the burden of establishing and defending the exemption. Contractor's failure to comply with this section is a breach of this Contract. The records subject to Chapter 119 may include, in addition to prepared documents, such communication as e-mails, text messages, inter-office memorandums, social media, and photographs or images; a person or entity may request public records via e-mail, or by oral or written request, and a response to such a request must be prompt; it is the responsibility of the CONTRACTOR to establish an in-house policy in

reference to such records, and to identify and retain such communications in the normal course of business in the event a request is made to produce these records.

B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: (863) 763-3372, EXT. 9814, EMAIL ADDRESS: LGAMIOTEAC@CITYOFOKEECHOBEE.COM, AND MAILING ADDRESS: 55 SE THIRD AVE, OKEECHOBEE FL, 34974.

9.9 No Third-Party Beneficiaries

This Contract is solely for the benefit of the Contractor and the City. No person or entity other than the Contractor or the CITY shall have any rights or privileges under this Contract in any capacity whatsoever, either as third-party beneficiary or otherwise.

9.10 Assignment

Contractor shall not assign, delegate, sublease or otherwise transfer any portion of its rights and obligations as set forth in this Contract without prior written consent of the City. Any attempted assignment in violation of this provision shall be void.

9.11 Waiver

No waiver of any term of this Contract constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver. No waiver is binding unless signed in writing by the waiving party.

9.12 Severability

If any term of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.

9.13 Entire Contract

This Contract constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreement, representations, and undertaking. No supplement, modification, or amendment of this agreement will be binding unless it is in writing and signed by both parties.

9.14 Interpretation

Unless the context requires otherwise: The term "including" contemplates "including but not limited to."

9.15 Survival

All provisions of this Contract which by their terms bind either party after the expiration or termination of this Contract shall survive the expiration or termination of this Contract.

9.16 Force Majeure

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance or as a result of such circumstances, but this Contract shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this Contract specifies that performance by the Contractor is specifically required during the occurrence of any of the events herein mentioned.

9.17 Inspector General Cooperation

Contractor understands and agrees that it will comply with Section 20.055(5), Florida Statutes which provides, "It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

9.18 Public Entity Crime

As required by Florida Statute 287.133(3)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a Bid on a contract with a Public Entity for the construction or repair of a public building or a public work, may not submit Bids on leases of real property to a Public Entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in F.S. 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any person must notify the City within thirty (30) days after a conviction of a Public Entity crime applicable to that person or to an affiliate of that person.

ARTICLE 10. INSPECTION AND CORRECTIVE ACTION PROCEDURES

- 10.1 The CONTRACTOR is responsible for providing the CITY's designated representative with a written report of the work performed during the week each Friday to the CITY utilizing the form provided by the CITY as Exhibit D.
- 10.2 CITY shall provide CONTRACTOR notice of any deficiency in CONTRACTOR's performance of the Services (a "Deficiency Notice") within five (5) calendar days of CONTRACTOR's completion of all or a portion of the Services during any month.
- 10.3 Upon receipt from CITY of a Deficiency Notice, CONTRACTOR shall correct said deficiency within five (5) calendar days.
- 10.4 Failure by the CONTRACTOR to submit the required written work report or to perform any corrective actions specified in the "Defiance Notice" within the time frame noted above shall result in the CITY withholding payment for the affected bid item for that month.
- 10.5 Upon discovery of any deficiency resulting in the CITY withholding payment in CONTRACTOR's performance of the Services on more than three (3) occasions during the term of this Agreement, CITY may elect not to provide CONTRACTOR a Deficiency Notice and may instead terminate this Agreement as set forth in the sub-section titled "Termination for Cause".

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this agreement. At least one counterpart each has been delivered to the CITY and CONTRACTOR. All portions of the contract documents have been signed or identified by CITY and CONTRACTOR or by Public Works Director on their behalf.

This Agreement will be effective on _____.

CITY

CONTRACTOR

By: _____
Dowling R. Watford, Jr. Mayor

By: _____

Name: _____

Attest: _____
Lane Gamiotea, CMC, CITY Clerk

Title: _____

Attest: _____

Title: _____

Corporate Seal

Addresses for giving notices:

CITY

CONTRACTOR

City of Okeechobee
55 SE 3rd Avenue
Okeechobee, FL 34974

Florida State Contractors License No

Approved as to form and legality for the use and reliance of the City of Okeechobee only.

John J. Fumero, Attorney

SECTION VIII
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
MISCELLANEOUS

- A. **No Lobbying:** All respondents are hereby placed on notice that any communication, whether written or oral, with City of Okeechobee elected officials or any City staff or outside Individuals working with the City in respect to this request (with the exception of the General Services personnel designated to receive requests for interpretation or corrections or technical questions), **is prohibited**. These persons shall not be lobbied, either individually or collectively, regarding any request for Bid, qualifications and/or any other solicitations released by the City. **To do so is grounds for immediate disqualification from the selection process.** All respondents must submit the attached No Lobbying Affidavit with their submittal stating that they and their Subcontractor, sub-consultants and agents agree to abide by the no lobbying restrictions in order to be considered for this request. Any respondent that does not submit the required No Lobbying Affidavit will be automatically disqualified from further consideration.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package. **See Attachment A**

- B. **Collusion, Gratuities and Kickbacks:** It shall be unethical for any respondent to collude with any other respondent or offer, give or agree to give any City Council member, City employee or City representative (including selection committee members) a gift, gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of the procurement process.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package. **See Attachment B**

- C. **Modifications:** The City reserves the right to modify, alter or change the scope or other aspects of this solicitation.
- D. **Level Playing Field:** The contents of this solicitation are intended to provide a level playing field on which Firms or Individuals may base their responses.

- E. **Public Entity Crime Affidavit:** As required by Florida Statute 287.133(3)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a Bid on a contract with a Public Entity for the construction or repair of a public building or a public work, may not submit Bids on leases of real property to a Public Entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in F.S. 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any person must notify the City within thirty (30) days after a conviction of a Public Entity crime applicable to that person or to an affiliate of that person.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package. **See Attachment D**

- F. ***Conflict of Interest:*** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their submission the name of any officer, director, employee or agent who is also a public officer, employee or an agent of the City of Okeechobee City Council, or any of its agencies.

Furthermore, all respondents must disclose the name of any City officer, employee or agent who owns, directly or indirectly, an interest of five percent (5 %) or more in the Firm or any of its parent companies or subsidiaries.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package. **See Attachment E**

- G. ***Immigration Laws:*** Respondents must comply with all applicable immigration laws in their employment practices.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package. **See Attachment F**

- H. ***Tie Bids:*** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors has a drug-free workplace program.

**EXHIBIT A
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
GOVERNING SPECIFICATIONS**



City of Okeechobee SE 4th Street Drainage Improvements

Technical Specifications

May 2023

Kimley-Horn Project No. 242131002

© 2023 Kimley-Horn and Associates, Inc.
1920 Wekiva Way, Suite 200 West Palm Beach, FL 33411
Phone: 561-845-0665
www.kimley-horn.com

Kimley»Horn

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**SE 4TH STREET DRAINAGE IMPROVEMENTS
PREPARED FOR THE CITY OF OKEECHOBEE**

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
-----------------------	---------------------

COVER	
-------	--

TABLE OF CONTENTS	
-------------------	--

SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01010	SUMMARY OF WORK
01020	MAINTENANCE AND PROTECTION OF PROPERTIES
01030	HURRICANE PREPAREDNESS
01050	FIELD ENGINEERING AND SURVEYING
01060	REGULATORY REQUIREMENTS AND NOTIFICATION
01090	REFERENCE STANDARDS
01150	MEASUREMENT AND PAYMENT
01152	APPLICATIONS FOR PAYMENT
01153	CHANGE ORDER PROCEDURES
01200	PROJECT MEETINGS
01300	SUBMITTALS AND PROGRESS SCHEDULES
01360	CONSTRUCTION AUDIO VIDEO DOCUMENTATION
01410	TESTING LABORATORY SERVICES
01510	TEMPORARY UTILITIES
01560	TEMPORARY CONTROLS
01570	TRAFFIC REGULATION
01600	MATERIAL AND EQUIPMENT
01700	CONTRACT CLOSE-OUT
01720	PROJECT RECORD DRAWINGS
01730	OPERATING AND MAINTENANCE MANUALS
01740	WARRANTIES AND BONDS

DIVISION 2 - SITE WORK

02016	EXISTING UTILITIES AND UNDERGROUND STRUCTURES
02065	DEMOLITION
02110	CLEARING AND GRUBBING
02150	DEWATERING
02200	EARTHWORK, EXCAVATION, AND BACKFILL
02270	EROSION AND SEDIMENTATION CONTROL
02485	GRASSING
02607	INLETS, MANHOLES, AND DRAINAGE PIPE

DIVISION 3 – CONCRETE

03100	CONCRETE FORMWORK
03200	CONCRETE REINFORCEMENT
03300	CAST-IN-PLACE CONCRETE
03400	STRUCTURAL PRECAST CONCRETE

DIVISIONS 4 THROUGH 16– NOT USED**APPENDICES**

- A. HYDRODYNAMIC SEPARATOR PRELIMINARY DESIGN
- B. HYDRODYNAMIC SEPARATOR SPECIFICATION

SECTION 01010

SUMMARY OF WORK

PART I - GENERAL

1.01 WORK COVERED BY THESE CONTRACT DOCUMENTS

- A. The Contractor shall furnish all labor and materials necessary to perform the hydrodynamic separator installation, as shown on the plans in Okeechobee, Florida. The project shall include all piping, fittings, accessories and appurtenances, site restoration for all work, temporary provisions to maintain functionality of the drainage system, all testing, removal of the existing piping as specified, compliance with permit conditions, bypass pumping for stormwater mains, maintenance of traffic in accordance with City standards, and any other items as described in these documents to provide a complete and functional system.
- B. Contractor's Duties:
 - 1. Except as specifically noted, provide and pay for:
 - a. Mobilization and demobilization
 - b. Labor, materials, and equipment
 - c. Tools, construction equipment, and fuel
 - d. Electric, water and utilities required for construction
 - e. Temporary utilities, provisions, and controls
 - f. Temporary shoring
 - g. Protection of existing seawall and tiebacks, and bracing as required
 - Coordination with utility companies
 - h. Freight and sales tax
 - i. Testing and laboratory services
 - j. Maintenance of traffic
 - k. Surveying, field engineering
 - l. Record drawing information and asset inventory matrix preparation in a format acceptable to the Engineer/Owner.
 - m. Locating and protecting existing utilities
 - Coordination with property owners and public outreach
 - n. Permits required to be obtained by the Contractor
 - o. Compliance with all of the conditions of the permits issued and required for this project, including all testing, notifications, and best management practices
 - p. All bypass planning and operations as required to perform the proposed improvements
 - q. Construction dewatering (as required)

1.02 CONTRACTS

- A. Construct the Work under a Unit Price contract.
- B. Subcontractors (when used) shall work directly for the contractor.

1.03 WORK BY OTHERS AND FUTURE WORK

- A. The Owner reserves the right to add to the work in accordance with the Contract Documents.

1.04 WORK SEQUENCE

- A. Sequence of work will be discussed and decided at the Pre-Work Conference.
- B. Prior to beginning construction, Contractor shall verify size, location, and material of all utilities and services within the area of construction.
- C. The sequence of work shall be performed so that infrastructure is in place to bypass the area of interruption within the storm system prior to installation of the hydrodynamic separator.
- D. Work shall only be performed during the authorized construction hours and days as specified the City of Okeechobee. If work needs to be performed outside of the authorized hours and/or days to allow the work to progress, special permission from the City shall be requested by the Contractor a minimum of 14 days before this work is to begin.

1.05 CONTRACTOR-FURNISHED PRODUCTS AND RESPONSIBILITIES

- A. Products furnished to the site and paid for by Contractor:
 - 1. All products necessary to complete the work described herein these contract documents and specifications.
- B. Contractor's Responsibilities:
 - 1. Review and incorporate Owner-reviewed shop drawings, product data, and samples into the construction of the project.
 - 2. Prepare, apply for, and obtain permits that are specified to be obtained by the Contractor.
 - 3. Receive and unload products at site; inspect for completeness or damage jointly with Owner.

4. Repair or replace items damaged after receipt.
 5. Arrange and pay for product delivery to site.
 6. Handle, store, install, and delivered products.
 7. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 8. Arrange for manufacturers' warranties, inspections, and service.
- C. By-pass operations – Contractor shall prepare and submit a bypass plan for review and approval that details all items associated with the bypass operations for the installation of the hydrodynamic separator.

1.06 CONTRACTOR'S USE OF THE PREMISES

- A. All work shall be within the limits of the City of Okeechobee right-of-way. Contractor shall be responsible for maintenance of traffic when working within the public rights of way.
- B. The Contractor shall be fully responsible for the safety and security of the construction area including any temporary measures required to maintain its protection. The Contractor will be responsible for any damages or theft incurred to his tools, equipment, machinery, and new work in-place not yet been fully accepted by the Owner.

PART 2 – PRODUCTS

NOT USED.

PART 3 – EXECUTION

NOT USED.

END OF SECTION

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SECTION 01020

MAINTENANCE AND PROTECTION OF PROPERTIES

PART 1 - GENERAL

1.01 MAINTENANCE OF AREA UNDER CONSTRUCTION

- A. The Contractor should use the following as a guideline to plan and control the areas under construction.
 - 1. Avoid open trenches at the end of each workday.
 - 2. Restrict the length of open excavation (down to pipe zone) to a maximum of 100-LF.
 - 3. Contractor shall be responsible to restore local traffic access at end of each workday whenever possible & reasonable.
 - 4. Contractor shall coordinate with the Owner to ensure detour routes will be clear.
 - 5. Contractor shall provide bridging or temporary backfill of an open trench within a reasonable time period when requested to allow access to residential and commercial driveways throughout the duration of work.
 - 6. All driveways shall be open and accessible each night at the end of work, unless approved otherwise by the City.
 - 7. Contractor shall restore work area within private property at the end of each day and no equipment or tools should be left within private property.
- B. All closed trenches should receive a temporary rock surface in order to accommodate local vehicular and pedestrian traffic each night. Temporary surface shall be a minimum of four inches road base material, compacted, graded, and maintained by the Contractor.
- C. The Contractor shall perform his construction activities within the following time periods: Within 3 days after acceptance of the trench backfill, the base shall be restored including priming and/or sealing and shall be open for traffic. The asphalt wearing surface shall be replaced no later than 2 weeks after completion of the base course with complete surface restoration within the ROW including grassing, sodding and all concrete work within 4 weeks after completion of restoration of the base course. Any restoration or repair work required to be completed on private property must be completed within

either 48 hours of completion of work or in the case of repair to construction damage, following notification for the need for such repair.

1.02 PROTECTION OF EXISTING AND ADJACENT PROPERTIES

- A. All shrubbery, paved streets and walks, driveways, fences and walls, adjacent structures and equipment shall be fully protected against damage during each stage of the project. Any damage by the Contractor shall be fully restored to original condition unless indicated otherwise on the drawings or by the Owner.
- B. The use of heavy vibratory rollers in compacting the fill has the potential to cause some movement of any nearby structures founded on shallow mats/footings. For these reasons, the use of heavy vibratory drum rollers is not recommended in residential and commercial areas. Trench backfill should be compacted using walk behind vibratory equipment. As part of the pre-construction activities, the contractor is required to perform a condition survey of buildings adjacent to the roadways as a basis for establishing preconstruction building assessments for defense or verification of construction damage claims.
- C. Contractor shall protect all property that may be affected by his work or operations. The location and extent of underground and covered facilities are not guaranteed, and the Contractor is cautioned to proceed with care in order to prevent the undermining or damage to existing structures, piping, or facilities.
- D. In the event any of the Contractor's activities were to disrupt or endanger any facilities, he shall at his own expense make all necessary repairs or replacements necessary to correct the situation to the satisfaction of the Engineer. Such work shall progress continuously to completion on a 24-hour per day, seven workday basis. The Contractor shall be responsible for the services of repair crews on call 24 hours per day for emergencies that arise involving work under this Contract.

1.03 SITE CONDITIONS

- A. Site Investigation and Representation
 - 1. The Contractor acknowledges satisfaction as to the general nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and all other matters which can in any way affect the work or the cost thereof under this contract.

2. Failure by the Contractor to become acquainted with the physical conditions and all the available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the work.
3. The Contractor warrants that as a result of examination and investigation of all the aforesaid data, the Contractor can perform the work in a good and workmanlike manner and to the satisfaction of the Owner. The Owner assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by the Owner.

B. Information on Site Conditions

1. For convenience, soil boring data are provided in the Appendix.
2. Subsurface Investigations
 - a. The Contractor shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater condition, the character of equipment and facilities required preliminary to and during the performance of the work, the general and local conditions and all other matters which can in any way affect the work under this Contract. The prices established for the work to be done shall reflect all costs pertaining to the work. Any claims for extras based on the substrata or ground water table conditions will be disallowed.
 - b. The Contractor further acknowledges that he assumes all risk contingent upon the nature of the subsurface conditions actually encountered by him in performing the work covered by the Contract, even though such actual conditions may result in the Contractor performing more or less work than he originally anticipated.

1.04 PROTECTION OF EXISTING UTILITIES

A. Contractor's Responsibility for Utility Properties and Service

1. Where the Contractor's operations could cause damage or inconvenience to telephone, television, power, water, or sewer systems, the operations shall be suspended until all arrangements

necessary for the protection of these utilities and services have been made by the Contractor with the owner of the utility affected.

2. Notify all utility offices which are affected by the construction operation at least 48 hours in advance. Under no circumstances 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.
3. The Contractor shall be solely and directly responsible to the Owner 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.
4. Neither the Owner nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.
5. 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 case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is granted.
6. The Contractor will take steps to collect and dispose of all sewage that leaks and/or spills during the performance of this contract. Any leakage or spillage will be cleaned up to the satisfaction of the Department of Environmental Protection.
7. In the event the Contractor encounters sanitary service or water service lines that interfere with trenching, he may, by obtaining prior approval of the property owner, Owner or Fire Department as applicable, and the Engineer, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense.
8. The Contractor shall replace in kind, at his own expense, all existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract documents or ordered by the Engineer. This includes any irrigation systems along the corridor.

B. Interfering Structures

1. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground.
2. Protect underground and aboveground existing structures from damage, whether or not they lie within the limits of the easements obtained by the Owner. Where such existing fences, gates, driveways, sheds, buildings, or any other structure must be removed in order to properly carry out the construction, or are damaged during construction, restore to their original condition to the satisfaction of the property owner involved at the Contractor's own expense. Notify the Engineer of any damaged underground structure and make repairs or replacements before backfilling.
3. Without additional compensation, the Contractor may remove and replace in a condition as good as or better than original, such small miscellaneous structures as fences, mailboxes, and signposts that interfere with the Contractor's operations.

C. Field Relocation

1. During the progress of construction, it is expected that minor relocations of the work will be necessary. Such relocations shall be made only by direction of the Engineer. If existing structures are encountered which prevent the construction, and which are not properly shown on any Contract Drawings, notify the Engineer before continuing with the construction 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 and proceeds with the construction despite this interference when an existing structure is encountered, he shall do so at his own risk.

1.05 PRESERVATION, RESTORATION, AND CLEANUP

A. Site Restoration and Cleanup

1. At all times during the work, keep the premises clean and orderly, and upon completion of the work, repair all damage caused by equipment and leave the project free of rubbish or excess materials of any kind.
2. Stockpile excavated materials in a manner that will cause the least damage to adjacent lawns, grassed areas, gardens, shrubbery, or fences, regardless of whether these are on private property, or on state, county, or city rights-of-way. Remove all excavated materials from grassed and planted areas and leave these surfaces in a condition equivalent to their original condition.

3. All existing drainage ditches and culverts shall be reopened and graded, and natural drainage restored. Restore culverts broken or damaged to their original condition and location.
4. Upon completion of pipe laying and backfilling operations, clean all former grassed and planted areas, leaving all disturbed areas free from rocks, gravel, clay, or any other foreign material. The finished surface shall conform to the original surface and shall be free-draining and free from holes, ruts, rough spots, or other surface features detrimental to a seeded area.

B. Finishing of Site, Borrow, and Storage Areas

1. Upon completion of the project, all areas used by the Contractor shall be properly cleared of all temporary structures, rubbish, and waste materials and properly graded to drain and blend in with the abutting property. Areas used for the deposit of waste materials shall be finished to properly drain and blend with the surrounding terrain.

C. Street Cleanup During Construction

1. Thoroughly clean all spilled dirt, gravel, or other foreign material caused by the construction operations from all streets and roads and within private properties at the conclusion of each day's operation. Sidewalks, unless under construction, shall be kept clear of material, and available for pedestrian use at all times.

D. Dust Prevention

1. Give all unpaved streets, roads, detours, haul roads or disturbed areas used in the construction area an approved dust-preventive treatment or periodically water to prevent dust. Applicable environmental regulations for dust prevention shall be strictly enforced.

E. Preservation of Irrigation and Drainage Ditches

1. After backfilling of the trenches, restore all irrigation and storm drain ditches destroyed, damaged, or otherwise modified during construction to a condition equivalent, in the opinion of the Engineer, to the condition of the ditch before construction. Ditches so reconstructed shall be built in their original locations.

END OF SECTION

SECTION 01030

HURRICANE PREPAREDNESS

PART 1 -- GENERAL

1.01 HURRICANE PREPAREDNESS PLAN

- A. The Contractor's attention is drawn to the possibility of hurricane or severe storm conditions occurring at the site of work during the course of Contract Work.
- B. Within fourteen (14) days of the date of the Notice to Proceed, the Contractor shall submit to the Engineer and Owner a Hurricane Preparedness Plan. The plan should outline the necessary measures which the Contractor proposes to perform at no additional cost to the Owner in case of a hurricane or severe weather warning.
- C. In the event of inclement weather, or whenever the Owner shall direct, the Contractor shall, and will, cause Subcontractors to protect carefully the Work and materials against damage or injury. Work and materials damaged due to inclement weather shall be removed and replaced at the expense of the Contractor.
 - 1. Hurricane Watch: Upon designation of a hurricane watch, the Contractor shall be responsible for storing all loose supplies and equipment on the job site that may pose a danger. In addition, the Contractor shall remove all bulkheads and plugs in pipelines that would impede drainage in the case of flooding. Structures that may be in danger of floatation shall be flooded. The Contractor shall also cooperate with the Owner in protecting any other structures at the site. Any materials that are being staged in the Intracoastal Waterway shall be properly secured or removed to prevent damage to the seawall or other existing improvements.
 - 2. Hurricane Warning: No mobile "temporary facility" under the control of or on the property of the Owner shall be staffed during a hurricane warning. Contractor facilities meeting these criteria shall be evacuated. Reasonable steps shall be taken to protect all such facilities and their contents from damage and to avoid the facility causing damage to the surroundings. Reasonable steps shall be taken to protect existing improvements from damage and to avoid damage to the surroundings caused by staged materials, equipment, or other facilities related to the project.
- D. The Contractor may be required to backfill excavation depending on the severity of the approaching storm or the expected amount of rainfall. Additionally, erosion protection and inlet protection may also be required

by the Owner depending on the site conditions at the time of the Hurricane Watch.

PART 2 -- PRODUCTS

NOT USED

PART 3 -- EXECUTION

NOT USED

END OF SECTION

SECTION 01050
FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Contractor shall provide and pay for field engineering and surveying services required for the project.
- B. Owner's representative will identify existing control points, as required.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE:

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- B. Section 01010 - Summary of Work
- C. Section 01300 – Submittals
- D. Section 01720 - Project Record Drawings

1.03 QUALIFICATIONS OF SURVEYOR

- A. Professional Land Surveyor (PLS) registered in the State of Florida.

1.04 SURVEY REFERENCE POINTS

- A. Existing horizontal and vertical control points for the project are those designated on the drawings.
- B. Contractor shall locate and protect survey control and reference points. Contractor shall provide additional benchmarks as required to construct the Project.
- C. Control datum for survey is that indicated on Drawings.
- D. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- E. Promptly report to Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

- F. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.

1.05 PROJECT SURVEY REQUIREMENTS

- A. Establish lines, grades, and elevations by instrumentation or similar appropriate means utilizing recognized engineering survey practices.
- B. Horizontal alignment for the proposed construction will be controlled by property lines, easement boundaries, and existing structures. The Contractor shall be responsible to establish reference lines and necessary offsets to establish piping alignment, and equipment and structure location.
- C. Vertical alignment for the proposed construction will be based on the existing grades and benchmark identified on the drawings. The Contractor shall be responsible to establish proposed grades. The grade stakes shall be provided by the Contractor.
- D. Establish a minimum of two permanent benchmarks on each site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.
- E. Periodically verify layouts by same means.
- F. Prior to destruction of existing improvements, record existing grades to be used in reconstruction to assure proper flow of surface water runoff is maintained after restoration.

1.06 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. On completion of project, prepare record drawings in accordance with related specification section.

1.07 SUBMITTALS

- A. Submit name and address of Surveyor/Engineer to Owner.
- B. On request, submit copies of field notes and documentation verifying the accuracy of the survey work.

1.08 EXAMINATION

- A. Contractor is responsible for verifying survey control points prior to initiation of work.
- B. Contractor shall promptly notify Engineer of any discrepancies discovered.

1.09 QUALITY CONTROL

- A. Quality control of the Work shall be the Contractor's responsibility and Contractor shall make every effort to produce the best quality work, as specified on the drawings and specifications.
- B. Forty-eight (48) hour notification to the Engineer by the Contractor shall be required for all specified field investigations unless otherwise noted.

PART 2 – PRODUCTS

NOT USED.

PART 3 – EXECUTION

NOT USED.

END OF SECTION

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SECTION 01060

REGULATORY REQUIREMENTS AND NOTIFICATION

PART 1 -- GENERAL

1.01 DESCRIPTION

A. GENERAL

1. Contractor shall comply with and furnish all items necessary to satisfy any general and specific conditions that are part of the Owner and Contractor obtained permits and licenses.
2. Obtain and pay for all permits and licenses as provided for in the General Conditions, except as otherwise provided herein.
3. Schedule all inspections and obtain all written approvals of the agencies required by the permits, easements, and licenses.
4. The Contractor shall keep a copy of all permits and easements complete with conditions, attachments, exhibits, and modifications at the work site. And provide copies of the permits to the appropriate subcontractors. The contractor is responsible for ensuring that the permit conditions are explained to the appropriate construction personnel.

B. PERMITS/EASEMENTS BY OWNER

No permits have been obtained by the owner.

C. PERMITS/EASEMENTS BY CONTRACTOR

1. The Contractor shall prepare and pay for right-of-way permit(s) from the City of Okeechobee prior to initiating construction. The Contractor shall conform to the conditions of these permits as part of this Contract.
2. The Contractor shall prepare, submit, and pay for the Notice of Intent (NOI) to use the Generic Permit for Stormwater Discharge from Construction Activity, which will include Stormwater Pollution Prevention Plan (SWPPP) as required by F.A.C. 62-621.300(4) and the Environmental Protection Agency (EPA) as part of the National Pollutant Discharge Elimination System (NPDES) prior to beginning work. The application for this Notice is included in Appendix B.

The Contractor will be responsible for the \$250 application fee and the costs associated with preparation of the NOI and SWPPP. The Contractor shall conform to the conditions of this permit as part of this Contract.

3. The Contractor shall prepare, submit, and obtain the appropriate dewatering permits and/or any temporary stormwater discharge permits from the South Florida Water Management District and/or Florida Department of Environmental Protection as may be required to execute the project. The contractor shall be responsible for any permitting and application fees associated with these permits. The Contractor shall conform to the conditions of this permit as part of this Contract.
4. Other Permits Required: The Contractor is responsible for obtaining any other permits that may be required by other agencies and shall conform to their conditions as part of this contract.

D. NOTIFICATIONS

1. City of Okeechobee: The Contractor is required to notify the City of Okeechobee 48 hours prior to initiating construction.
2. Utility Companies: Contractor shall notify the Sunshine State One Call of Florida (SSOCF) service by dialing 811, 48 hours prior to digging for direct bury and 10 day prior to digging or initiating construction of underwater construction activities, as required by Florida Statutes Chapter 556 throughout the duration of the construction project.
3. The Contractor shall give the Engineer not less than seven (7) calendar days notice of the time and place (or places) where he will start the work.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01090

REFERENCE STANDARDS

PART 1 -- GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards.

1.02 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.
- B. Publication Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.
- C. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- D. Conform to reference standard by date of issue current on bid date.
- E. Obtain copies of standards when required by the Contract Documents.
- F. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- G. Should specified reference standards conflict with Contract Documents, request clarification from the Engineer before proceeding.
- H. Neither the contractual relationship, duties, nor responsibilities of the parties in Contract nor those of the Engineer shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

1.03

ABBREVIATIONS, NAMES, AND ADDRESSES OR ORGANIZATIONS

- A. Obtain copies of reference standards direct from publication source, when needed for proper performance of work, or when required for submittal by Contract Documents.
- B. The following, as appropriate to project, is a list of referenced standards and their mailing addresses for requesting copies of standards:

AA	Aluminum Association 818 Connecticut Avenue, NW Washington, D.C. 20006
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, NW Washington, D.C. 20001
ACI	American Concrete Institute Box 19150 Redford Station Detroit, MI 48219
AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AISC	American Institute of Steel Construction 1221 Avenue of the Americas New York, NY 10020
AISI	American Iron and Steel Institute 1000 16 th Street, NW Washington, D.C., 20036
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
ASME	American Society of Mechanical Engineers 345 East 47 th Street New York, NY 10017

ASPA	American Sod Producers' Association Association Building Ninth and Minnesota Hastings, NE 68901
ASSE	American Society of Sanitary Engineers 960 Illuminating Building Cleveland, OH 44113
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWPA	American Wood-Preservers Association 7735 Old Georgetown Road Bethesda, MD 20014
AWS	American Welding Society 2501 NW 7 th Street Miami, FL 33125
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235
CDA	Copper Development Association 57 th Floor, Chrysler Building 405 Lexington Avenue New York, NY 10017
City	City of West Palm Beach Standards for the Construction Standards and Use of the Public Rights of Way and Easements 401 Clematis Street, 4th Floor West Palm Beach, FL 33401
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue Washington, D.C. 20036
CRSI	Concrete Reinforcing Steel Institute 180 North LaSalle Street, Suite 2110 Chicago, IL 60601

FDOT	Florida Department of Transportation Haydon Burns Building 605 Suwannee Street Tallahassee, FL 32301
FM	Factory Mutual System 1151 Boston-Providence Turnpike Norwood, MA 02062
FS	Federal Specifications General Services Administration Specifications and Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, D.C. 20407
NEMA	National Electrical Manufacturers Association 2101 L Street, NW Washington, D.C. 20037
NFPA	National Fire Protection Association 470 Atlantic Avenue Boston, MA 02210
NFPA	National Forest Products Association 1619 Massachusetts Avenue, NW Washington, D.C. 20036
NSF	National Sanitation Foundation NSF Building 3475 Plymouth Road Ann Arbor, MI 48106
NSWMA	National Solid Waste Management Association 1120 Connecticut Avenue, NW Washington, D.C. 20036
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 20076
PCI	Prestressed Concrete Institute 20 North Wacker Drive Chicago, IL 60606

PS Product Standard
 U.S. Department of Commerce
 Washington, D.C. 20203

TCA Technical Aid Series Construction Specifications
Institute 1150 Seventeenth Street, NW
 Washington, D.C. 20036

UL Underwriters Laboratories, Inc.
 333 Pfingston Road
 Northbrook, IL 60062

PART 2 -- PRODUCTS

NOT USED

PART 3 -- EXECUTION

NOT USED

END OF SECTION

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SECTION 01150

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. The following explanation of the Measurement and Payment for the bid items is provided; however, the omission of reference to any item shall not alter the intent of the Bid Form or relieve the Contractor of the necessity of constructing a complete project under this Contract.
- B. The quotations prepared by the Contractor for the various items of work are intended to establish a total price for completion of the work in its entirety. Should the contractor feel that the cost for any particular work item has not been established by the Schedule of Payment items or this section, the Contractor shall include the cost for that work in one of the bid items so the proposal for the project reflects the total cost to complete the work in its entirety.
- C. The quantities set forth in the Bid Form are approximate and are given to establish a uniform basis for the comparison of bids. The Owner reserves the right to increase or decrease the quantity of any item or portion of the work during the progress of construction in accordance with the terms of the Contract. The Schedule of Values shall serve as a basis of developing additive or deductive Change Orders.
- D. Unit prices are used as a means for computing the bid, for Contract purposes, for periodic payments, for determining value of additions or deletions.
- E. Payment shall be made for the items listed on the Bid Form on the basis of the work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, materials, equipment, tools, transportation, delivery, disposal of waste and surplus material, restoration, and all other appurtenances to complete the construction and installation of the work as shown on the drawings and described in the specifications.

1.02 SUBMITTALS

- A. Informational:
 - 1. Schedule of Values
 - 2. Application for Payment
 - 3. Final Application for Payment

- B. Submittals shall be in accordance with Section 01300.

1.03 SCHEDULE OF VALUES

- A. Contractor shall prepare 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.
- B. The schedule shall contain sufficient detail for proper identification of work accomplished. The sum of all scheduled items shall equal the total value of the contract.
- C. Unit Price Work: Reflect unit price quantity and price breakdown from the conformed bid form.
- D. Lump Sum Work:
 - 1. Reflect Schedule of Values
 - 2. List Mobilization/ Demobilization and Maintenance of Traffic separately.
 - 3. Breakdown Divisions 1 through 17 with appropriate subdivision of each Specification.
- E. An unbalanced, front end loaded schedule will not be acceptable.

1.04 APPLICATION FOR PAYMENT

- A. Include accepted schedule of values for each portion of work and the unit price breakdown for the work to be paid on a unit price basis, and a listing of Owner selected equipment, if applicable, and allowances, as appropriate.
- B. Preparation:
 - 1. List each Change Order and Written Amendment executed prior to date of submission as a separate line item.
 - 2. Submit application for payment, a listing of materials on hand as applicable, and such supporting data as may be requested by the Owner/Engineer.

PART 2 – PRODUCTS

2.01 ITEM DESCRIPTIONS

A. MOBILIZATION / DEMOBILIZATION / GENERAL CONDITIONS FOR INFRASTRUCTURE IMPROVEMENTS (Item No. GC-1)

1. Method of Measurement: The quantity to be paid for under this Section shall be on a lump sum basis. The Contractor's lump sum price shall include full compensation for all work related to mobilization and demobilization for infrastructure and the work items listed below, and any other related work, except for any work designated to be paid for separately or to be specifically included in the costs of other work under the Contract.
2. Basis of Payment: Payment shall be made at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment for the preparatory work and operations in mobilizing for beginning work on the project, including those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, establishment of temporary provisions, controls, and utilities, permits that are required to be obtained by the contractor, compliance with permit conditions, erosion control items in accordance with permit conditions and the plans and specifications, and adherence to state and local laws and regulations, utility protection and coordination, locating all existing utilities within the project area, supporting power poles, light poles, structures, underground structures, pipes, conduits and cables as may be required, maintaining service, repairing any utilities damaged by the construction, attendance at public information meetings for the purpose of providing the general public with updates regarding the construction, and all compensation for providing and maintaining bonds and insurance for the project in accordance with the Contract documents.

The items specified in this bid item consist of the costs of any pre and post construction expenses necessary for the start and completion of the project, excluding the cost of construction materials. The sum of mobilization and demobilization shall not exceed 10% of the contract price for infrastructure improvements. Partial Payments for mobilization shall be as follows:

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

B. PROFESSIONAL VIDEOTAPING OF SITE CONDITIONS (PRE CONSTRUCTION) (Item No. GC-2)

1. Method of Measurement: The quantity to be paid for under this Section shall be on a lump sum basis.
2. Basis of Payment: Payment shall be made at the Contract Lump Sum Price and shall include, but not be limited to, performing and providing video documentation of the existing site conditions, utilities, and buildings as directed by the Owner.

C. SURVEY LAYOUT & RECORD DRAWINGS (Item No.GC-3))

1. Method of Measurement: The quantity to be paid for under this Section shall be on a lump sum basis.
2. Basis of Payment: Payment shall be made at the Contract Lump Sum Price and shall include, but not be limited to, laying out the proposed improvements in the field, setting temporary and permanent benchmarks, grade stakes, etc., preparation of Record Drawings, all in accordance with the project specifications and City of Okeechobee. The Record Drawings shall be provided certified by a Florida licensed land surveyor.

D. MAINTENANCE OF TRAFFIC (Item No. GC-4)

1. Method of Measurement: The quantity to be paid for under this Section shall be on a lump sum basis. The Contractor's lump sum price shall include full compensation for all work related to the maintenance of traffic during the construction of the improvements shown on the plans, and any other related work.
2. Basis of Payment: Payment shall be made at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install, maintain, and remove any and all required traffic control measures to control the flow of traffic through the work area and within the public rights of way. Preparation and submittal of any Maintenance of Traffic (MOT) plans to the City of

Okeechobee and any required agencies as well as coordination with these parties shall also be included in this item. All work shall be in accordance with applicable local, state, and federal requirements.

E. SITE RESTORATION (Item No. GC-5)

1. Method of Measurement: The quantity to be paid for under this Section shall be on a lump sum basis.
2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to restore the project and staging areas to an equal or better condition than what was existing prior to the start of the project, including grassing, landscaping, mulch, planters, concrete curbing, sidewalk restoration, curb ramps, driveways, median restoration, node restoration, debris removal, painting, sign relocation, coordination with the Owner, and any other restoration and/or clean up required for a complete project except for any work designated to be paid for separately or to be specifically included in the costs of other work under the Contract.

H. HYDRODYNAMIC SEPARATOR (Item No. D-1)

1. Method of Measurement: The quantity to be paid for under this Section shall be on a lump sum basis.
2. Basis of Payment: Payment shall be made at the Contract Lump Sum Price shall include, but not be limited to, furnishing all materials, labor, and equipment required to remove all existing surface material and protruding objects, excavation of any type of material including rock, temporary shoring, hauling and legal off-site disposal of debris, dewatering, installation of new hydrodynamic separator, providing suitable bedding material if required, connection of existing and proposed piping, frame and grate installation, concrete flumes and aprons, existing utility support and protection, trench backfilling, compaction, density testing, surface restoration, bypass pumping and any other items required for a complete and functional system. Bypass pumping shall include, but not be limited to, furnishing all materials, labor, and equipment required to provide and install temporary bypass pumps to perform by-pass pumping during storm events throughout project construction. This will include equipment rental, setup, teardown, fuel, temporary piping, pumps, connections to existing system, caps, plugs, fuel, set up, breakdown, and MOT as

may be required as long as it is required to perform the stormwater improvements.

I. DRAINAGE PIPE (Item No. D-2)

1. Method of Measurement: The quantity to be paid for under this Section shall be to the nearest foot along the center line of the pipe as shown on the drawings, complete and accepted.
2. Basis of Payment: Payment shall be made at the Contract Unit Price per Lineal Foot and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install the piping including layout, trench safety, excavation of any type material including rock, disposal of unsuitable materials, dewatering, providing suitable bedding material if required, backfill, compaction, density testing, surface restoration, infiltration/exfiltration testing, cleaning, and any other items required for a complete and functional system.

END OF SECTION

SECTION 01152

APPLICATIONS FOR PAYMENT

PART 1 -- GENERAL

1.01 REQUIREMENTS INCLUDED

Submit Applications for Payment to Engineer in accordance with the schedule established by Conditions of the contract and Agreement between Owner and Contractor.

1.02 RELATED REQUIREMENTS

A. In other parts of the Construction Documents:

1. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section
2. Agreement between Owner and Contractor
3. General Conditions and Terms of the Contract

B. Specified in Other Sections:

1. Section 01010: Summary of Work
2. Section 01700: Contract Closeout

1.03 FORMAT AND DATA REQUIRED

A. Submit itemized applications typed in a format approved by Engineer. All applications for payment must be numbered, dated, and signed by the Contractor.

B. Provide itemized data on payment application (format, schedules, line items and values accepted by Engineer).

1.04 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Application Form:

1. Fill in required information, including that for Change Orders executed prior to the date of submittal of application
2. Fill in summary of dollar values
3. Execute certification with the signature of a responsible officer of the contract firm
4. Have resident project representative review and sign application prior to submission to Engineer

1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the Owner or the Engineer requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying:
 - 1. Project
 - 2. Application number and date
 - 3. Detailed list of enclosures
 - 4. For stored products:
 - a. Item number and identification
 - b. Description of specific material
- B. Submit one copy of data and cover letter for each copy of application.

1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Application for payment is required for progress payments.
- B. Only one application will be acceptable in any one month.

1.07 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to Engineer at the time stipulated in the Agreement.
- B. Number: Four copies of each progress Application.
- C. When Engineer finds the Application properly completed and correct, he will transmit the applications for payment to the Owner.

PART 2 -- PRODUCTS

NOT USED.

PART 3 -- EXECUTION

NOT USED

END OF SECTION

SECTION 01153

CHANGE ORDER PROCEDURES

PART 1 -- GENERAL

1.01 REQUIREMENTS INCLUDE

- A. Promptly implement Change Order Procedures
 - 1. Provide full written data required to evaluate changes.
 - 2. Maintain detailed records of work done on a time-and-material/force account basis.
 - 3. Provide full documentation to Engineer on request.
- B. Designate in writing the member of Contractor's organization:
 - 1. The person authorized to accept changes in the Work
 - 2. The person responsible for informing others in the contractor's employ of the authorization of changes in the Work.
- C. Owner will designate in writing the person who is authorized to execute Change Orders.

1.02 RELATED REQUIREMENTS

- A. The amount of established unit prices.
- B. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- C. Terms and Conditions of the Contract:
 - 1. Methods of determining cost or credit to Owner resulting from changes in Work made on a time-and-materials basis.
 - 2. Contractor's claims for additional costs.
- D. Section 01152: Applications for Payment
- E. Section 01300: Submittals and Progress Schedules

F. Section 01720: Project Record Documents

1.03 PRELIMINARY PROCEDURES

- A. Owner or Engineer may initiate changes by submitting a proposal Request to Contractor. Request will include the following:
 - 1. Detailed description of the Change, Products, and location of the change in the Project.
 - 2. Supplementary or revised Drawings and Specifications.
 - 3. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.
 - 4. A specific period of time during which the requested price will be considered valid.
 - 5. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress.
- B. Contractor may initiate changes by submitting a written notice to Engineer, containing:
 - 1. Description of the proposed changes
 - 2. Statement of the reason for making the changes.
 - 3. Statement of the effect on the Contract Sum and the Contract Time.
 - 4. Statement of the effect on the work of separate contractors.
 - 5. Documentation supporting any changes in Contract Sum or Contract Time, as appropriate.

1.04 CONSTRUCTION CHANGE AUTHORIZATION

- A. In lieu of Proposal Request, Engineer may issue a "Construction Change Directive" (CCD) for Contractor to proceed with a change for subsequent inclusion in a Change Order.
- B. Authorization will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.

- C. Owner and Engineer will sign and date the CCD as authorization for the Contractor to proceed with the Changes.

1.05

DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow Engineer to evaluate the quotation.
- B. On request, provide additional data to support time and cost computation including the following:
 - 1. Labor required.
 - 2. Equipment required.
 - 3. Products required:
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 - 4. Taxes, insurance bonds.
 - 5. Credit for work deleted from Contract, similarly documented.
 - 6. Overhead and profit.
 - 7. Justification for any change in Contract Time.
- C. Support each claim for additional costs, and for work done on a time-and-material / force account basis, with documentation as required for a lump sum proposal, plus the following additional information:
 - 1. Name of the Owner's authorization agent who ordered the work, and date of the order.
 - 2. Dates and time work performed, and by whom.
 - 3. Time record, summary of hours worked, and hourly rates paid.
 - 4. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use.
 - b. Products used, listing quantities.
 - c. Subcontracts.

- D. Document requests for substitutions for Products as specified in Section 01600.

1.06 PREPARATION OF CHANGE ORDERS

- A. Engineer will prepare each Change Order.
- B. Form: Change Order format provided in the Contract Documents.
- C. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of change.
- D. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.07 LUMP SUM / FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on either:
 - 1. Engineer's Proposal Request and Contractor's responsible Proposal as mutually agreed upon between Owner and Contractor.
 - 2. Contractor's Proposal for a change, as recommended by Engineer.
- B. Owner and Engineer will sign and date the Change Order as authorization for the contractor to proceed with the changes.
- C. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

1.08 UNIT PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
 - 1. Engineer definition of the scope of the required changes.
 - 2. Contractor's Proposal for a change, as recommended by Engineer.
 - 3. Survey of completed work
- B. The amount of the unit prices shall be:
 - 1. Those stated in the Agreement.

2. Those mutually agreed upon between Owner and Contractor.
- C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:
1. Owner and Engineer will sign and date the Change Order as authorization for Contractor to proceed with the changes.
 2. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.
- D. When quantities of the items cannot be determined prior to start of the work:
1. Engineer or Owner will issue a Change Order directing Contractor to proceed with the change on the basis of unit prices, and will cite the applicable unit prices.
 2. At completion of the change, Engineer will determine the cost of such work based on the unit prices and quantities used.
 - a. Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Contract Time.
 3. Engineer will sign and date a second Change Order to establish the change in Contract Sum and in Contract Time.
 4. Owner and Contractor will sign and date the second Change Order to indicate their agreement with the terms therein.

1.09

CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Contractor shall periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Sum.
- B. Contractor shall periodically revise the Construction Schedule to reflect each change in Contract Time.
1. Revise sub-schedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

PART 2 -- PRODUCTS

NOT USED

PART 3 -- EXECUTION

NOT USED

END OF SECTION

SECTION 01200
PROJECT MEETINGS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Engineer shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. Engineer shall:
 - 1. Distribute written notice of each meeting.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes, include all significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes:
 - a. To all participants in the meeting.
 - b. To all parties affected by decisions made at the meeting.
- B. Representatives of contractors, subcontractors and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- 1. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- 2. Section 01010 - Summary of Work
- 3. Section 01060 – Regulatory Requirements and Notifications

1.03 PRE-CONSTRUCTION MEETING

- A. To be held prior to the Notice to Proceed.
- B. Location: The project site, or as designated by the Owner/Engineer.
- C. Attendance:
 - 1. Owner's Representative
 - 2. Engineer's Representative
 - 3. Contractor

4. Contractor's Superintendent
5. Major Subcontractors
6. Others as appropriate

D. Agenda:

1. Record of Attendance.
2. Project Summary Description.
3. Local Utilities to be affected.
 - a. Water lines
 - b. Sewer lines
 - c. Storm lines
 - d. Gas lines
 - e. Telephone lines
 - f. Cable TV lines
 - g. Electric lines
 - h. Roadways
 - i. Waterways
4. Contractor Responsibilities:
 - a. Start date
 - b. Completion date
 - c. Work schedule
 - d. Notification Requirements
 - e. Regulatory Permit Requirements
 - f. Testing
 - g. Space utilization
 - h. Rights-of-Way occupancy
 - i. Progress Meetings
 - j. Progress Payment Application
 - k. As-builts (Records/Drawings)
 - l. Photographs
 - m. Pre-construction video
 - n. Shop drawings
 - o. Subcontractors
 - p. Project coordination
5. Owner Responsibilities:
 - a. Partial and final payment
 - b. Change Orders
 - c. Public announcements and public relations
 - d. Project acceptance

6. Engineer Responsibilities:

- a. Technical representative of Owner
- b. Interpreter of contract documents
- c. Construction progress meetings
- d. Special meetings (if required)
- e. Periodic inspections of job progress
- f. Reviews partial and final payment applications
- g. Reviews Change Orders
- h. Reviews shop drawings
- i. Reviews record drawings
- j. Performs final inspection and issues certificate of completion

7. Resident Inspector Responsibilities:

- a. Engineer's and Owner's representative on site
- b. Review materials and work and reports any deficiencies to Owner/Engineer
- c. Reviews applications for payment
- d. Works with Contractor on public notification of work items
- e. Attends progress meetings
- f. Observes testing work
- g. Maintains daily diary of work tasks
- h. Furnishes reports to Owner/Engineer as deemed advisable.

1.05 PROGRESS MEETINGS

- A. Engineer/Contractor shall hold a construction progress meeting as required by progress of the work.
- B. Location of the meetings: Project site, or as designated by the Owner or Engineer.
- C. Attendance:
 - 1. Owner's Representative
 - 2. Engineer's Representative
 - 3. Subcontractors as appropriate
 - 4. Suppliers as appropriate

1.06 EMERGENCY MEETINGS

- A. May be called by Owner, Engineer or Contractor with a minimum of three hours notice to resolve conditions of an emergency nature.

1.07 PUBLIC INVOLVEMENT MEETINGS/COMMUNICATIONS

- A. There may be public involvement meetings and communications for the project. The contractor shall participate in these meetings and communications as deemed necessary by the Owner.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED.

END OF SECTION

SECTION 01300

SUBMITTALS AND PROGRESS SCHEDULES

PART 1 — GENERAL

1.01 WORK INCLUDED

- A. Submit, to the Owner and Engineer as applicable, shop drawings, estimated construction progress schedule, project data and samples required by specification sections.

1.02 RELATED WORK

- A. General Conditions and Terms of the Contract
- B. Section 01010: Summary of Work

1.03 SCHEDULES

- A. Promptly after award of contract, prepare and submit to the Engineer estimated construction progress schedules for the work, including a separate schedule listing dates for submission and dates reviewed shop drawings, project data and samples will be needed for each product.

1.04 FORM OF SCHEDULES

- A. Prepare schedules in suitable format with dated schedule printout. A horizontal bar chart should be used as additional illustration and for revised progress schedules.
 - 1. Provide separate horizontal bar for each trade or operation
 - 2. Horizontal time scale: Identify the first work day of each week.
 - 3. Scale and spacing: To allow space for notations and future revisions.
 - 4. Minimum sheet size: 11" x 17"
- B. Format of listings: The chronological order of the start of each item of work.
- C. Identification of listings: By major specification section numbers.

1.05 CONTENT OF SCHEDULES

- A. Construction Progress Schedule shall:
 - 1. Show the complete sequence of construction by activity.

2. Show the dates for the beginning and completion of each major element of construction; specifically list:
 - a. Mobilization / Demobilization
 - b. Subcontractor work
 - c. Storm Sewer Construction
 - d. Water Main Construction
 - e. Sanitary Sewer Construction Seawall Repairs
 - f. Site Work
 - g. Testing
 - h. Restoration
 3. Show projected percentage of completion for each item, as of the first day of each month.
- B. Submittals Schedule for Shop Drawings, Product Data and Samples. Show:
1. The dates for Contractor's submittals.

1.06 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission of schedule.
- B. Show changes occurring since previous submission of schedule.
1. Major changes in scope.
 2. Activities modified since previous submission.
 3. Revised projections of progress and completion.
 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
1. Problem areas, anticipated delays, and the impact on the schedule.
 2. Corrective action recommended, and its effect.
 3. The effect of changes on schedules of other contractors working in the area.

1.07 SUBMISSIONS

- A. Submit initial schedules within 7 days after award of Contract.
1. Engineer will review schedules with Owner and return review copy within 5 days after receipt.
 2. If required, resubmit within 2 days after return of review copy.
- B. Submit updated progress schedules with each application for payment.

1.08 DISTRIBUTION

- A. Distribute copies of the reviewed schedules to:
 - 1. Job site file.
 - 2. Subcontractors.
 - 3. Other concerned parties.
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

PART 2 — PRODUCTS

2.01 SHOP DRAWINGS

- A. Original drawings, prepared by Contractor, Subcontractor, Supplier or Distributor, which illustrate some portion of the Work; showing fabrication, layout, setting, or erection details including, but not limited to the following:
 - 1. Preconstruction Video
 - 2. Storm piping, fittings, couplings, accessories, and appurtenances (w/ specific locations)
 - 3. Stormwater bypass plans
 - 4. Miscellaneous metals including lids and hatches
 - 5. Precast concrete structures and accessories
- B. Shop drawings shall be prepared by a qualified detailer.
- C. Identify details by reference to sheet and detail numbers shown on Contract Drawings.

2.02 PROJECT DATA

- A. Manufacturer's standard schematic drawings
 - 1. Modify drawings to delete information which is not applicable to project.
 - 2. Supplement standard information to provide additional information application to project.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
 - 1. Clearly mark each copy to identify pertinent materials, products or models.

2. Show dimensions and clearances required.
3. Show performance characteristics and capacities.
4. Show wiring diagrams and controls.

2.03 SAMPLES

- A. Physical examples to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged.
- B. Office samples of sufficient size and quantity to clearly illustrate:
 1. Functional characteristics of product or material, with integrally related parts and attachment devices.
 2. Full range of color samples.

2.04 PAY REQUESTS

- A. Pay Requests shall be made in accordance with the requirements of the Agreement between Owner and Contractor.

PART 3 — EXECUTION

3.01 CONTRACTOR RESPONSIBILITIES

- A. Review Shop Drawings, Project Data and Samples prior to submission. Contractor's approval stamp shall be on each submittal when received by the Engineer. Unstamped submittals will not be reviewed and will be returned "rejected" to the Contractor.
- B. Verify
 1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
- C. Coordinate each submittal with requirements of Work and the Contract Documents.
- D. Contractor's responsibility for errors and omissions in submittals is not relieved by Engineer's review of submittals.
- E. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Engineer's review of submittals, unless Engineer gives written acceptance of specific deviations.

- F. Notify Engineer, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
- G. Begin no work which requires submittals until return of submittals with Engineer's stamp and initials or signature indicating review.
- H. After Engineer's review, distribute copies.

3.02 SUBMISSION REQUIREMENTS

- A. Schedule submissions **at least 14 days** before dates reviewed submittals will be needed.
- B. Submit number of copies of Shop Drawings, Project Datum and Samples which Contractor requires for distribution plus 4 copies which will be retained by Architect/Engineer.
- C. Accompany submittals with transmittal letter, in duplicate, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Notification of deviations from Contract Documents.
 - 5. Other pertinent data.
- D. Submittals must include:
 - 1. Date of submittal and revision dates.
 - 2. Project title and number.
 - 3. The names of:
 - a. Engineer.
 - b. Contractor.
 - c. Subcontractor.
 - d. Supplier.
 - e. Manufacturer.
 - f. Separate detailer when pertinent.
 - 4. Identification of product or material.
 - 5. Relation to adjacent structure or materials.
 - 6. Field dimensions, clearly identified as such.
 - 7. Identification of deviations from Contract Documents.
 - 8. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.

3.03 RESUBMISSION REQUIREMENTS

- A. Shop Drawings.
 - 1. Revise initial drawings as required and resubmit as specified for initial submittal.
 - 2. Indicate on drawings any changes which have been made other than those requested by Engineer.
- B. Project Data and Samples:
 - 1. Submit new datum and samples as required for initial submittal.

3.04 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- A. Distribute copies of Shop Drawings and Project Datum which carry Engineer's stamp, to:
 - 1. Contractor's file.
 - 2. Job site file.
 - 3. Record Documents file.
 - 4. Other prime contractors.
 - 5. Subcontractors.
 - 6. Supplier.
 - 7. Fabricator.

END OF SECTION

SECTION 01360

CONSTRUCTION AUDIO-VIDEO DOCUMENTATION

PART 1 - GENERAL

1.01 PERFORMANCE

- A. Section generally defines Contractor's responsibilities, unless otherwise noted, for the following:
 - 1. Audio-Video Documentation
 - 2. Equipment
 - 3. Submittals
 - 4. Technique
 - 5. Quality Assurance

1.02 QUALITY ASSURANCE

- A. Documentation shall be performed by a responsible commercial firm known to be skilled and regularly engaged in the preparation of pre/post-construction color audio-video documentation. All pre and post construction videos are to be completed by a firm with extensive amount of previous experience in producing preconstruction documentation
- B. Completed documentation shall reproduce bright, sharp pictures with accurate colors and shall be free from distortion, tearing, rolling, or any other significant picture imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume, clarity, and be free of distortion.
- C. Construction shall not proceed until the Owner and the Engineer have reviewed the documentation and notified the Contractor of its acceptability. Three copies of the pre and post construction audio-video documentation shall be provided on a DVD that is able to be viewed on a Windows operating system.

PART 2 - PRODUCTS

2.01 RECORDING EQUIPMENT

- A. Utilize color video camera having:
 - 1. Horizontal Resolution of 350 lines at center.

2. 8:1 Zoom, minimum
- B. Utilize digital format recorder having:
 1. Minimum horizontal resolution of 540 lines, 60 fields.

2.02 RECORDING MEDIA

- A. Utilize new, Digital Video Disc (DVD) having:
 1. DVD shall be DVD-R. DVD-RAM shall not be accepted.
 2. 4 ¾ " diameter discs
 3. High resolution
 4. 4.7 gigabyte storage per layer with two layers (minimum).

PART 3 - EXECUTION

3.01 COVERAGE

- A. Record coverage of all surface features located in the construction's zone of influence (including the proposed storages area(s)) including, but not limited to:
 1. Roadways, driveways, sidewalks, backyard easements
 2. Homes, landscaping, walls, gates, decorative concrete structures, parking lots, pavement, easement areas, proposed conduit routing locations
 3. Drainage structures, above grade utilities, drainage swales, canals.
 4. Landscaping, trees, shrubbery, fences, irrigation heads, meters.
 5. Backyard existing pole locations in demolition areas and house meter/franchise utility connection locations. All video work on private property must be closely coordinated with the City and homeowner.
- B. Record individual features of each item with particular attention being focused upon the existence of any faults, fractures, or defects.

- C. Control pan rate, rate of travel, camera height and zoom rate to maintain a steady clear view at all times.
- D. Optical image stabilization shall be utilized in order to provide a smooth, clear view at all times.
- E. Limit recorded coverage to one side of any street at any one time.

3.02 AUDIO CONTENT

- A. Simultaneously record audio content during videotaping.
- B. Audio recording shall assist in viewer orientation and in any needed identification, clarification, or description of features being recorded.
- C. Audio recording will only consist of camera operator commentary.

3.03 INDEXING

- A. Permanently label each tape with a sequential tape number and the project name.
- B. Index each DVD with a digital record of the time and date of the recording that is continuously displayed as the DVD is played.
- C. Prepare a written log which describes the contents of each DVD including:
 - 1. Structure/location names.
 - 2. Coverage begin/end, station and location.
 - 3. Recording date.

3.04 CONDITIONS

- A. Record coverage during dry, clear weather and during daylight hours only.
- B. Record coverage when the area to be covered is free of debris or obstructions.

END OF SECTION

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SECTION 01410

TESTING LABORATORY SERVICES

PART 1 -- GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor will employ and pay for the services of an independent testing laboratory to perform certain specified testing. All testing described in the Contract Documents shall be paid for by the Contractor.
- B. Owner may employ and pay for the services of an independent testing laboratory to perform certain specified testing in addition to what is called for in the Contract Documents.
 - 1. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.
 - 2. Employment of a laboratory by the Owner shall in no way relieve Contractor's obligations to perform the work of the Contract.
- C. Inspection, Sampling and Testing is required for:
 - 1. Densities and Proctors (for soil compaction)
 - 2. Concrete Strength
 - 3. Any water quality monitoring as required by the project permits
 - 4. Other operations specified in these specifications or as required by the Engineer or Owner.

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- B. General Conditions of the contract: Inspections and testing required by laws, ordinances, rules, regulations, orders or approvals of public authorities. See sections GC 7 and GC 37 of the General Conditions and Terms.

1.03

QUALIFICATION OF LABORATORY

- A. Meet "Recommended Requirements for Independent Laboratory Qualification," published by American Council of Independent Laboratories.
- B. Meet basic requirements of ASTM E329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction."
- C. Authorized to operate in the City, County, and State in which the Project is located.
- D. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during the most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- E. Testing Equipment:
 - 1. Calibrated at reasonable intervals by devices of accuracy traceable to either:
 - a. National Bureau of Standards
 - b. Accepted values of national physical constants.

1.04

LABORATORY DUTIES

- A. Cooperate with Engineer and Contractor; provide qualified personnel after due notice.
- B. Perform specified inspections, sampling, and testing of materials and methods of construction:
 - 1. Comply with specified standards
 - 2. Ascertain compliance of materials with requirements of Contract Documents.
- C. Promptly notify Engineer and Contractor of observed irregularities or deficiencies of work or products.
- D. Promptly submit written report of each test and inspection; one copy each to Engineer, Owner, and Contractor, and one copy to Record Documents File. Each report shall include:

1. Date issued
2. Project title and number
3. Testing laboratory name, address, and telephone number
4. Name and signature of laboratory inspector
5. Date and time of sampling or inspection
6. Record of temperature and weather conditions
7. Date of test
8. Identification of product and specification section
9. Location of sample or test in the Project
10. Type of inspection or test
11. Results of tests and compliance with Contract Documents
12. Interpretation of test results, when requested by Engineer

E. Perform additional tests as required by Engineer or the Owner

1.05 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

A. Laboratory is not authorized to:

1. Release, revoke, alter, or enlarge on requirements of Contract Documents
2. Approve or accept any portion of the work
3. Perform any duties of the Contractor

1.06 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel, and provide access to work and to manufacturer's facilities.
- B. Secure and deliver to the laboratory adequate quantities of representative samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other material mixes which require control by the testing laboratory.
- D. Provide to the laboratory a representative proctor sample of the materials to be used for backfilling throughout the project.
- E. Furnish copies of product test reports as required.
- F. Furnish incidental labor and facilities:
1. To provide access to work to be tested

2. To obtain and handle samples at the project site or at the source of the product to be tested
 3. To facilitate inspections and tests
 4. For storage and curing of test samples
- G. Notify laboratory, in advance of operations to allow for laboratory assignments of personnel and scheduling of tests.
- H. Pay for services of the Testing Laboratory to perform additional inspections, sampling and testing required:
1. For Contractor's convenience.
 2. When initial tests indicate Work does not comply with Contract Documents.

Such payment shall be made directly by the Contractor.

- I. Contractor will be responsible for payment for all failing tests.

PART 2 -- PRODUCTS

NOT USED.

PART 3 -- EXECUTION

NOT USED

END OF SECTION

SECTION 01510
TEMPORARY UTILITIES

PART 1 -- GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Furnish, install, and maintain temporary utilities required for construction; remove on completion of entire project.
- B. Provide temperature, ventilation, and lighting requirements, if applicable, as specified in each individual section.

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- B. Section 01010: Summary of Work

1.03 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code.
- B. Comply with federal, state, and local codes and regulations, and with utility company requirements.

PART 2 -- PRODUCTS

2.01 MATERIALS (GENERAL)

Materials may be new or used, but must be adequate in capacity for the required usage. They MUST NOT create unsafe conditions and MUST NOT violate requirements of applicable codes and standards.

2.02 TEMPORARY ELECTRICITY AND LIGHTING

- A. The Contractor must maintain power to all existing buildings, pump stations, businesses, residences, and other related areas.
- B. The Contractor is responsible for providing and paying for all power required for his operations. Contractor shall make arrangements with Owner for temporary power.

- C. Contractor is responsible for arranging power for his office trailers(s), power tools, etc., at his own expense. The Contractor shall pay the costs of all power used.
- D. Provide Power Centers for miscellaneous tools and equipment used in the work:
 - 1. Weatherproof distribution box with minimum of four 20-amp., 120-volt grounded outlets.
 - 2. Locate so that power is available at any point of use with minimum 100-foot Construction-Type power cords.
 - 3. Provide circuit breaker protection for each outlet.
- E. Provide adequate artificial lighting for all areas of work, when natural light is not adequate for work, and for areas accessible to persons other than Contractor's employees.
- F. If Contractor requires service other than specified above, he shall arrange for, provide maintenance, and pay all costs incurred.

2.03 TEMPORARY WATER

The Contractor will be responsible for making application to the City of Okeechobee for hydrant meters with backflow preventers. The City of Okeechobee will install necessary connections and backflow preventers at locations needed by the Contractor and approved by the Engineer. Maintenance of such is the responsibility of the Contractor.

Construction water will be paid for by the Contractor. In an event that damage to these facilities occurs, the Contractor will be responsible for all costs associated with their replacement by the City's standard rate.

2.04 TEMPORARY SANITARY FACILITIES

- A. Contractor shall provide temporary sanitary facilities in compliance with laws and regulations. Location of such facilities will be subject to the approval of the City of Okeechobee as applicable. Existing City/Residence facilities are not available for use by the Contractor.
- B. Contractor shall provide for regular service, cleaning, and maintenance of temporary facilities and enclosures.

PART 3 -- EXECUTION

3.01 GENERAL

- A. Maintain and operate systems to ensure continuous service.

3.02 REMOVAL

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore existing facilities used for temporary services to specified, or to original, condition.

END OF SECTION

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SECTION 01560

TEMPORARY CONTROLS

PART 1 -- GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Furnish, install, and maintain temporary control facilities required for construction; remove on completion of entire project any features not intended to remain on the project site.
- B. Provide noise control, dust control, water control, debris control, pollution control and erosion control as specified in the appropriate sections of these documents.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with federal, state, and local codes and regulations and utility company requirements.
- B. Comply with the requirements of all permits and easements issued by the FDEP, SFWMD, City of Okeechobee and any other agencies that have issued permits for the project.

1.03 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.

PART 2 -- PRODUCTS

2.01 MATERIALS (GENERAL)

- A. Materials may be new or used, but must be adequate in capacity and quality for the required usage, MUST NOT create unsafe conditions and MUST NOT violate requirements of applicable codes and standards.

2.02 TEMPORARY NOISE CONTROL

- A. Mechanical equipment shall be fitted with mufflers to reduce noise from internal combustion type engines. The City of Okeechobee has specific requirements for sound levels within their municipal limits. The Contractor shall familiarize himself with these requirements and adhere to them during the construction of the project. This will be strictly enforced during the

project. Special provisions for noise, especially for those pieces of equipment that are required to run on a continuous basis, shall be made.

- B. Bells, sirens, alarms, etc., shall be adjusted to provide adequate warnings to personnel on the project site; however, they shall be regulated to an intensity that is amenable to the neighboring communities and within applicable limitations stated within the local Code of Ordinances.
- C. Exterior construction work noises shall be kept to a minimum during evening, night, and early morning hours. All construction noise shall not exceed the limits set forth with the applicable limits stated in the local Code of Ordinances. If noise levels need to exceed these levels to allow the work to progress, special permission from the City shall be requested by the Contractor a minimum of 60 days before this work is to begin.
- D. In addition to on-site control, noise considerations shall be made to off-site vehicles and equipment (mobilization, demobilization, deliveries, etc.).

2.03 TEMPORARY DUST CONTROL

Dust formed as a result of the construction shall be controlled by the Contractor. Cleaning of work areas and application of dust control materials are the most effective methods of dust control. Contractor shall adhere to the methods indicated in the Stormwater Pollution Prevention Plan (SWPPP) prepared by the Contractor.

2.04 TEMPORARY WATER CONTROL

- A. The flow of water through the construction site shall be controlled by the Contractor such that it does not damage any constructed items; however, it shall be diverted and channeled to effectively leave the site as soon as possible. Puddling and ponding on the site is not permitted.
- B. Water shall be controlled such that it does not enter excavated areas, nor is deposited on or against constructed features.

2.05 TEMPORARY DEBRIS CONTROL

- A. Provision shall be made by the Contractor to have available adequate containers to hold any and all debris that is to be generated from the project. Containers should be covered to prevent wind blowing paper, plastic, and lightweight products around and off the site.
- B. Instructions shall be given to personnel to utilize the trash containers. Containers shall be placed in convenient places at the site.

- C. At least once per week, a thorough cleaning of trash and debris shall be made at the construction site. An acceptable method of disposal shall be employed.

END OF SECTION

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SECTION 01570

TRAFFIC REGULATION

PART 1 – GENERAL

1.01 REQUIREMENTS

- A. Provide, operate, and maintain equipment, services, and personnel with traffic controls and protective devices, as required to expedite vehicular traffic flow around the construction area in accordance with the City of Okeechobee and the approved traffic control plan. The contractor will be required to obtain applicable right of way permits from the City of Okeechobee for the various phases of the work.
- B. Remove temporary equipment and facilities when no longer required, restore grounds to original, or to specified conditions.

1.02 RELATED REQUIREMENTS

Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.

1.03 REFERENCES

- A. Traffic Control shall be in accordance with F.D.O.T. Roadway and Traffic Design Standards Series 600, Latest Edition, Manual on Uniform Traffic Control Devices, Latest Ed., and FDOT Standard Specifications, latest Ed. and the project permits.

1.04 TRAFFIC CONTROL PLAN

- A. The Contractor is to prepare a traffic control plan and/or policy statement for each phase of construction. This plan is to be presented to the City of Okeechobee, and other governing agencies, as applicable, at or before the pre-construction meeting, and is subject to approval by these entities. Each traffic control plan shall be drawn at a 1" – 20' scale and shall include an aerial background.
- B. The Contractor shall prepare additional traffic control plans and/or policy statements for special events, and/or other unforeseen circumstances as needed. These plans will also need to be presented to and approved by to the City of Okeechobee and other governing agencies, as applicable.
- C. The following guidelines shall be used in developing the traffic control plans and/or policy statements:

1. The traffic control plan shall contain provisions for maintaining access to the residents and businesses throughout the project area. Roads should remain open to the greatest extent practical. Should blocks need to be closed, closure durations should be minimized, and detour routes established.

1.05 SIGNS AND TRAFFIC SIGNALS

- A. Provide and operate traffic control and directional signals required to direct and maintain an orderly flow of traffic in all areas under Contractor's control or affected by Contractor's operations.
- B. All existing traffic signs shall remain visible throughout construction activities unless superseded by required construction signing or as directed by the Owner.

1.06 FLAGMEN

Provide qualified and suitably equipped flagmen when construction operations encroach on traffic lanes, as required for regulation of traffic.

1.07 FLARES, LIGHTS, AND DAY SHAPES

- A. Provide lights as required for implementation of the Traffic Control Plan, and:
 1. To clearly delineate traffic lanes and to guide traffic as required.
 2. For use by flagmen in directing traffic.
- B. Provide illumination of critical traffic and parking areas as required.

1.08 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, or construction operations.
- B. Monitor parking of construction personnel's private vehicles.
 1. Maintain free vehicular access to and through parking areas and driveways.
 2. Prohibit parking on or adjacent to access roads, or in non-designated areas.

3. The Contractor shall be responsible for maintaining, protecting, and restoring the access routes to the work locations to the satisfaction of the Owner and Engineer.

1.09 CONSTRUCTION VEHICLES

- A. All slow-moving construction vehicles shall have a slow-moving sign visible from the rear of the vehicle.
- B. All vehicles used for construction activities shall have audible back-up warning devices.

1.10 ROAD CLOSURES

- A. No road shall be closed prior to receiving approval from the City of Okeechobee.
- B. At least fourteen (14) days prior to a proposed road closure, the contractor shall submit to the applicable jurisdiction a complete traffic control plan. This plan shall include the following minimum information:
 1. Sketch of work site and all area roads, streets, and mark driveways.
 2. Proposed detour route.
 3. All necessary traffic control devices to be used.
 4. Emergency contractor contact person name and phone to be available 24 hours a day.
 5. Estimated time/dates of road closure.
- C. The contractor shall notify affected property owners and tenants (if applicable) at least 48 hours prior to a proposed driveway closing.

PART 2 – PRODUCTS

- A. All traffic control devices shall meet or exceed FDOT certification standards.
- B. All traffic signs shall have high intensity reflective face material.

PART 3 – EXECUTION

- A. Upon notification by the owner either verbally or in writing, the contractor shall correct any noted MOT deficiencies within one hour.

- B. Inspection of all traffic control items shall be accomplished at least twice per day by the contractor. One of these inspections shall be at the end of the workday or at night.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 -- GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Products
- B. Workmanship
- C. Manufacturer's Instructions
- D. Transportation and Handling
- E. Storage and Protection
- F. Substitutions and Product Options

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- B. Section 01010: Summary of Work – Provisions and performance of work under the Contract.
- C. Section 01090: Reference Standards – Provision and identification of publication sources for referenced standards.
- D. Section 01300: Submittals and Progress Schedules – Submittal of manufacturer's drawings, descriptive literature, samples, and certificates.
- E. Section 01740: Warranties and Bonds – Form and time of submission.

1.03 PRODUCTS

- A. Products include materials, products, equipment, and systems.
- B. Comply with specifications and referenced standards as minimum.
- C. DO NOT provide used materials and products, except as specifically allowed by notation or indication in Contract Documents.

1.04 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and rocking.

1.05 MANUFACTURER'S INSTRUCTIONS

- A. When work is specified to comply with manufacturer's printed instructions, obtain and distribute copies to persons involved, and maintain one set at job site in field office.
- B. Perform work in accordance with manufacturer's instructions and specified requirements.
- C. Should a conflict exist between Specifications and manufacturer's instructions, consult with Engineer.

1.06 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accordance with construction schedules; coordinate to avoid delay of progress, conflict with work and with conditions at the site.
- B. Transport products by methods to avoid product damage; deliver dry in an undamaged condition in manufacturer's unopened containers or packaging.
- C. Provide equipment and personnel to handle product by methods to prevent soiling or damage.
- D. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.07 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.

- B. Store sensitive products in weather-tight enclosures; maintain within temperatures and humidity ranges recommended/required by manufacturer's instructions. PVC pipe shall not be stored in a place where it can be exposed to ultraviolet light.
- C. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- D. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- E. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.
- F. After installation, provide coverings to protect products from damage from traffic and construction operations, remove when no longer needed.

1.08 PRODUCT OPTIONS

- A. Within 30 days after date of Contract, submit complete list of major products proposed, with name of manufacturer, trade name and model.
- B. Options:
 - 1. Products specified only by reference standard: Any product meeting that standard.
 - 2. Product specified by naming several manufacturers: Product of any named manufacturer meeting specifications.
 - 3. Products specified by naming one or more manufacturers and "or equivalent": Submit a request for substitution for any manufacturer not specifically named. See bid documents for specific instructions regarding substitution requests.

1.09 SUBSTITUTIONS

- A. Substitutions will be considered during the bidding process. See the instructions to bidders for more information on how to propose a substitution. Subsequent to the bidding process, substitutions will be considered only when a product becomes unavailable due to no fault of the Contractor.

- B. Document each request with five sets (5) of complete data, drawings and samples as appropriate, substantiating compliance of proposed substitution with Contract Documents including:
1. General information about the proposed substitution:
 - a. For Products:
 - 1) Product identification, including manufacturer's name and address.
 - 2) Manufacturers' literature:
 - a) Product description.
 - b) Performance and test data.
 - c) Reference standards.
 - 3) Samples
 - 4) Name and address of similar projects on which product was used, and date of installation.
 - b. For construction methods:
 - 1) Detailed description of proposed method.
 - 2) Drawings illustrating methods
 2. Comparison of the qualities of the proposed substitution with the specified.
 3. Changes required in other elements of the work because of the substitution.
 4. Effect on the construction schedule.
 5. Cost data comparing the proposed substitution with the product specified.
 6. Any required license fees or royalties
 7. Availability of maintenance service, and the source replacement materials.
- C. Request constitutes a representation that Contractor:

1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 2. Will provide the same warranty for substitution as for specified product.
 3. Will coordinate installation and make other changes which may be required for work to be complete in all respects.
 4. Waives claims for additional costs which may subsequently become apparent.
- D. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request, or when acceptance will require significant revision of the Contract Documents.
- E. Engineer will review to determine acceptability of proposed substitution and will notify Contractor of acceptance or rejection in writing within a reasonable time.

PART 2 -- PRODUCTS

NOT USED.

PART 3 -- EXECUTION

NOT USED

END OF SECTION

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SECTION 01700
CONTRACT CLOSEOUT

PART 1 -- GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- B. Related requirements specified in other sections:
 - 1. Section 01720: Project Record Documents
 - 2. Section 01740: Warranties and Bonds

1.02 SUBSTANTIAL COMPLETION

- A. When Contractor considers his work is substantially complete, he shall submit to Engineer:
 - 1. A written notice that the work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, Engineer will review the work to determine the status of completion.
- C. Should Engineer determine that the work is not substantially complete:
 - 1. Engineer will promptly notify the Contractor, in writing, giving the reasons.
 - 2. Contractor shall remedy the deficiencies in the work, and shall send a second written notice of substantial completion to Engineer
 - 3. Engineer will re-review the work
- D. When Engineer concurs that the work is substantially complete, he will:
 - 1. Prepare a Certificate of Substantial Completion, accompanied by a list of items to be completed or corrected

2. Submit the Certificate to Owner and Contractor for their written acceptance of the responsibilities assigned to them in the certificate.

1.03 FINAL INSPECTION

- A. When Contractor considers the work is complete, he shall submit written certification that:
 1. Contract Documents have been reviewed
 2. Work has been inspected for compliance with Contract Documents
 3. Work has been completed in accordance with Contract Documents
 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational
 5. Equipment and systems instructions to Owner's personnel have been completed in accordance with Section 01730
 6. Work is completed and ready for final inspection
- B. Engineer will review the work to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should Engineer consider that the work is incomplete or defective:
 1. Engineer will promptly notify the Contractor, in writing, listing the incomplete or defective work.
 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to Engineer that the work is complete.
 3. Engineer will re-review the work
- D. When Engineer finds that the work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

1.04 RE-INSPECTION FEES

Should the Engineer perform re-inspection due to failure of the work to comply with the claims of status of completion made by the Contractor, Contractor will compensate Engineer/Owner for such additional services.

1.05 ADDITIONAL SERVICES

Should Engineer be required to provide representation at the site for the administration of the Contract for Construction, more than thirty days after

the specified Date of Substantial Completion of the work, Contractor will compensate Engineer for such additional services.

1.06 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

- A. Evidence of compliance with requirements of governing authorities.
- B. Project Record Documents: To requirements of Section 01720 and the General Conditions and Terms of the Contract.
- C. Warranties and Bonds: To requirements of Section 01740 and the General Conditions and Terms of the Contract.
- D. Evidence of Payment and Release of Liens: To requirements of the General Conditions and Terms of the Contract.
- E. Certificate of Insurance for Products and Completed Operations.
- F. One (1) Year Maintenance Bond
- G. Certificate of Operation from equipment manufacturers

1.07 FINAL ADJUSTMENT OF ACCOUNTS

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

1.08 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 -- PRODUCTS

NOT USED.

PART 3 -- EXECUTION

NOT USED.

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 -- GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall maintain at the site for the Owner one record copy of the following:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change orders and other modifications to the Contract
 - 5. Engineer field orders or written instructions
 - 6. Approved shop drawings, product data, and samples
 - 7. Field test records
 - 8. Project Permits
 - 9. Approved bypass plans
 - 10. Approved seawall protection and excavation plan(s)
- B. Related requirements in the other parts of the Contract Documents:
 - 1. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- C. Related requirements specified in other sections:
 - 1. Section 01300: Submittals
 - 2. Section 01700: Project Close-out
 - 3. Section 02016: Existing Utilities and Underground Structures

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Contractor shall store documents and samples in the field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with Specifications –Table of Contents.

- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by Engineer and City. Record drawing information shall be maintained concurrently with Pay Requests.

1.03 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color red.

1.04 RECORDING (SEE ALSO GENERAL CONDITIONS AND TERMS)

- A. The Contractor shall provide record drawings for all pay applications, partial releases and final release submittals. With each submittal provide survey data, signed and sealed by the Contractor's Surveyor, to support elevation information depicted on the record drawings.
- B. Label each document "PROJECT RECORD" in neat large printed letters.
- C. Record information concurrently with construction progress. DO NOT conceal or backfill any work until required information is recorded.
- D. Drawings-General: The Record Drawings shall correctly and accurately be drawn to record actual construction. Legibly mark to record actual construction:
 - 1. Horizontal location of pipes and other improvements shall be provided any time the pipe passes a permanent surface reference point. Permanent surface reference points must be permanent structures manholes, catch basins, concrete sidewalk or concrete curbs. Edge of pavement and road intersections may not be used without the Engineer's approval. Any deviations from the alignment shown on the drawings must be noted.
 - 2. Existing utilities that are not shown on the plans that are found in the field are to be noted and recorded on the record drawings. Actual locations of all utilities shall be noted and recorded on the record drawings.
 - a. Field changes of dimension and detail.
 - b. Drainage and Control Structure inverts and weir elevations. Roadway, sidewalk, planters, parking area, and site perimeter elevations.
 - c. Sanitary manhole rim and invert elevations
 - d. Changes made by Work Change Directives or by Change

Order.

- e. Details not on original Contract Drawings
- f. Limits of work including temporary storage equipment area
- g. All information required by the City Standards.

E. Drawings – General Requirements for Pressure and Gravity Mains. Record Drawings shall legibly and accurately depict record actual construction and showing the following, as a minimum:

- 1. Pressure class, material, manufacturer, class/wall thickness, and lining type of installed pipe on every sheet.
- 2. Location and top of pipe elevation of all fittings, including sleeves by stationing and offsets
- 3. Top of pipe elevation at every 25 feet. and at every change of direction.
- 4. Length of restrained pipeAll dimensions, elevations, and horizontal control of all in-service and abandoned storm sewer, gravity sewers including laterals, electric cables, television cables, telephone cables, force mains and water mains which are crossed or exposed.
- 5. Locations and elevations as required to define major horizontal/vertical pipe deflections/conflicts. Data shall include beginning and end of deflection/conflicts, all changes in elevations and alignment and the location and elevation of subject conflict item.
- 6. Location and elevation of all connections to existing systems.
- 7. Description of all caps, plugs, grout limits, restraint posts, or any other item used in the abandonment of existing pressure pipe, gravity pipes, or services.
- 8. Locations and elevations as required to describe all other improvements.
- 9. Easement Record Book and Page Numbers.
- 10. Vertical Datum and conversion from NAVD 1988 to NGVD 1929 on Every Sheet.

F. Drawings – Specific Requirements for Pressure and Gravity Mains

- 1. General - FOR ALL LAYERS:

- a. All references to "proposed" and "plan" are to be removed from the Final Record Drawings
- b. All lines, structures, and other items that are relocated will be removed and shown in the proper location (hand written notes and "x"ing out will not be allowed)
- c. All record drawings will be signed and sealed by Certified Land Surveyor or Professional Engineer licensed to practice in the State of Florida. If certified by a Surveyor, P.E. will sign off stating that the record drawings were checked by the engineer, verifying that they inspected the work
- d. Clearly mark existing infrastructure which is to remain.
- e. Clearly mark existing infrastructure which has been abandoned, and how it was abandoned.
- f. Station, length, width and depth of flowable fill used.
- g. Record Drawings shall not be greater than 1" - 30' in scale
- h. All Detail sheets shall be included with each record drawing
- i. Location by station and elevation, width, depth and length of flowable fill used for all uses.
- j. Supply all surveys of the project and or property.

2. Water and Force Mains - TO BE SHOWN ON ONE LAYER:

Utility Record Drawings shall conform with the requirements of the City of West Palm Beach Utility Department. Records shall include locations (horizontal and vertical) of all pipe lines, structures, fittings, valves, and appurtenances and all pressure pipe/utility crossings (including sanitary laterals) for proposed mains in accordance with City and Palm Beach County Health Department requirements. Pressure pipe record drawings shall include at a minimum:

- a. Location of all meter boxes, valves, tees, bends, reducers, caps, plugs, fire hydrants, backflow preventers, water services, taps, air release valves, including top of pipe at ARV, and centerline of water main on station and offset not to exceed 100'. All horizontal deflections shall be called out.
- b. Pressure class, material, manufacturer, class/wall thickness,

and lining type of installed pipe

- c. Top of pipe elevations should be shown on all tees, valves, bends, reducers, caps, plugs, centerline of water main not to exceed 100 lineal feet, and bottom flange of barrel section of the fire hydrant. All vertical deflections shall be called out
- d. Restrained joint pipe length (station to station).
- e. Manufacturer, model, usage, type and size of valves shall be shown on the plan
- f. Numbered sample points locations needed for Health Dept. submittal (to be removed from "final" as-built).
- g. Length of run between fittings, type of and size of pipe material.
- h. Call out variation (if it exists) in stationing of corporation compared to meter box
- i. Locations of joint deflections
- j. Thrust block locations and size
- k. Sample point/jumper locations

3. Sanitary Sewers - TO BE LOCATED ON THE SAME LAYER AS WATER AND FORCE MAINS

- a. Manhole rim elevation, invert elevations and directions.
- b. Length of run between sanitary structures, type of and size of pipe material with calculated percentage of slope for the run of pipe.
- c. Location of sanitary service wyes with station and offset, together with the invert elevation, station and offset, pipe diameter and material (only at clean-out).
- d. Locations and type of flexible eccentric coupling with station and offset, and adjoining pipe diameters and materials.
- e. Applicable lift station information should be filled out on the detail sheet for lift stations.

4. Water/Sanitary/Storm Pipe Crossings and Separations - PART OF WATER, SANITARY, AND/OR STORM LAYER

- a. Pipe types, sizes and material
 - b. Crossings: Top and bottom elevations of pipes crossing each other and the distance between the outside of the two lines
 - c. Separation: Distance between the OD of the two lines
5. Conflict Storm/Water/Sanitary Structures - PART OF EACH APPLICABLE LAYER:
- a. Top and bottom of casing
 - b. All info asked for in storm or sanitary manhole descriptions with the addition of top of all pipes.
6. Casings - PART OF EACH APPLICABLE LAYER:
- a. Material and thickness
 - b. Top of and invert of casing
 - c. Length and station and offset of ends
 - d. If used, station and offset for vent, including tap location, and fittings
7. Storm Sewers - TO BE LOCATED ON A SEPARATE LAYER:
- a. Manhole and catch basin rim elevation, outfalls and top of headwall invert elevations and direction, weir elevations, bottom of manholes and catch basins (sumps)
 - b. Length of run between storm structures, type of and size of pipe material with calculated percentage of slope for the run of pipe
 - c. Location of service connections (without manholes) together with the invert elevation, pipe diameter and material
 - d. Dry retention, wet retention, dry detention, wet detention areas
 - e. Exfiltration trenches, Station at beginning and end of system, width, depth
 - f. Top of and toe of slope on berm elevation designed to stop

flooding

8. Street Lights - TO BE LOCATED ON A SEPARATE LAYER:

- a. Manufacturer, model, and height of poles shall be shown on the record drawings
- b. Manufacturer, model, and wattage and voltage of lights shall be shown on the record drawings
- c. Pull boxes, station and offset.
- d. Length of conduit runs between boxes and poles, type of, and size of pipe material. Show as laid in the ground, not as a wiring schematic, with amount, by color, type of, and size of wiring material
- e. Service connection, type (FP&L owned, City metered) station and offset

9. Irrigation - TO BE LOCATED ON A SEPARATE LAYER:

- a. Backflow preventer, control stand location, Control valve, zone, station and offset
- b. Main line piping size, material, lengths, depth
- c. Heads, Type (1/4, half, 3/4, full circle) zone, station and offset
- d. Control Stand, station and offset

10. Landscaping - TO BE LOCATED ON A SEPARATE LAYER:

- a. Tree type, caliper, and height
- b. Tree grate, size, and model
- c. Station, elevation, length, width, and depth of Structural Soil used
- d. Top of and toe of slope on berm elevation for landscaping

11. Private Construction Impacts to Right-of-Way - TO BE LOCATED ON A SEPARATE LAYER:

- a. Private utility or revocable easements in the City ROW's or on City property must be shown on the plan. Any improvements within the easement need to be shown and called out as private. The recording information should be on the as-built.
 - b. Privately owned lighting, irrigation and landscaping in the City right-of-way needs to be called out as private and identified.
 - c. All aerial and underground footer easements (in ROW)
- G. Specifications and Addenda: Legibly mark each section to record:
 - 1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 - 2. Changes made by field order or by change order.
- H. Photographs:
 - 1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 - 2. Changes made by field order or by change order.
- I. Asset Management Database
 - 1. General Purpose: The Asset Management Database Guideline and associated Asset Management Matrix are intended to establish consistent documentation for capitalized assets. The CITY will retain final payment from the CONTRACTOR until the asset information is recorded as required and delivered to the CITY as part of the closeout documents.
 - 2. Asset Management Database Guideline: The CONTRACTOR shall enter information into the asset management matrix for any units of property for which they are placing, replacing, installing, or constructing new as part of the WORK that meet the following criteria:
 - a. Pipelines, Valves and Appurtenances
 - i. All sizes of valves actuators
 - ii. Pipes and fittings
 - b. Pumps
 - i. Submersible

- ii. Portable Sump Pumps and all other Pumps
 - c. Electrical
 - i. Unit substation transformer
 - ii. Motor control center/panel
 - iii. Transfer switches, disconnect switches, lighting panels (LP), power panels (PP)
 - iv. Starters and VFD's
 - v. Power Generator
 - vi. Standalone UPS
 - d. Instrumentation
 - i. RTU Panel
 - ii. Transmitter, sensors
3. Asset Management Matrix:

Any assets installed as part of the WORK that meet the Asset Management Database Guidelines above shall be entered into the Asset Management Matrix. The CONTRACTOR shall populate characteristic attributes or data for each required asset as applicable into the corresponding columns. Some example categories that are expected to be in the Asset Management Matrix are provide below; however, the full Asset Management Matrix spreadsheet will be provided by the CITY:

Facility Categories:

- Facility Name
- Facility ID
- Location ID
- Asset Location (Ex. From/To, Northing, Easting, Elevation)

Asset Categories:

- Major Category
- Asset Class ID
- Asset Class Name

Manufacturing Categories:

- Manufacturer Name
- Manufacturer Representative
- Model
- Serial Number
- Install Date
- Life Expectancy (Years)

Characteristic Categories:

- *Material*
- *Type*
- *Size*
- *Total length (pipe only)*
- *Characteristic Rating (Ex. gpm, HP, Amps, Voltage, Phase)*

Cost:

- *Material/Equipment cost*

The following templates are provided for informational purposes and are intended only to assist the CONTRACTOR in understanding the level of effort that will be required to populate the Asset Management Matrix. Any items that meet the Asset Management Database Guidelines must be included in the Asset Management Matrix by the CONTRACTOR

J. Post Construction Video

1. After the project is complete, the contractor shall have video recordings taken of the entire limits of each project area. These areas include but are not limited to, the entire length of the utility and drainage improvements, the seawall improvements and surrounding area, all new, cleaned and/or lined gravity pipe and structures and all locations where work has occurred on or near private property.
2. Video files shall be limited to one video per street or a maximum of 2,000 linear feet of roadway per file.
3. Label and catalog by street name and beginning and ending intersections.
4. Video files are to be delivered to the Owner and Engineer on a DVD in a standard video format that is able to be viewed on a Windows operating system. All video files shall become the property of the Owner.
5. A pre-construction video of the project site is to be provided in accordance with Section 02016 Existing Utilities and Underground Structures.
6. Television inspection for the gravity pipes to be performed in accordance with Section 02752 Television Survey for Cured-in-Place-Pipe Lining.

1.05 SUBMITTAL

- A. Record drawings shall be submitted to the Engineer with pay applications, and partial and final releases in the following formats:
 - 1. All incoming as-built survey AutoCAD drawing files shall be received on CD-ROM in a jewel case and in state plane coordinates. The disk label shall include the following:
 - a. Engineering and/or Survey Company Name with prepared by statement
 - b. Project Name
 - c. City of West Palm Beach Project Number
 - d. Date the data is burned onto disk
 - e. Designate "Record Drawings", "Preliminary Record Drawings", or "Final Record Drawings"
 - 2. Four (4) - 24" by 36" hard copies, signed and sealed.
 - 3. An electronic PDF of the record drawing.
 - 4. AutoCAD Files must be submitted in DWG format, latest AutoCAD version.
 - 5. Each file should be for one section of development and one layer as described in 1.04. Multiple sections will not be accepted in one file.
 - 6. Tie into section corners in the Florida State Plane Coordinate System to insure proper orientation at each end of baseline. Section corner tie sheets can be obtained from the Palm Beach County Surveyor's web page
- B. At Contract close-out, deliver Record Documents to Engineer for the Owner.
- C. Accompany submittal with transmittal letter in duplicate, containing:
 - 1. Date
 - 2. Project title and number
 - 3. Contractor's name and address
 - 4. Title and number of each Record Document
 - 5. Signature of Contractor or his authorized representative

1.06 AS-BUILT SURVEYS

- A. CONTROL INFORMATION FOR AS-BUILT UTILITY SURVEYWORK

1. All as-built drawings shall state in 1" lettering "AS-BUILT RECORD SURVEY" located in the bottom right hand side of the drawing original and/or copies, along with the as-built date.
2. All as-built surveys shall meet the minimum requirements of the Chapter 61G17, Florida Administrative Code Pursuant to Section 472 of the Florida Statutes. All surveys shall be based on a minimum horizontal control Third Order, "Class 2."
3. All state plane coordinates shall be based on the Florida State Plane Horizontal Data (East Zone); Florida High Precision Geodetic Network (Superstation) and NAD 83/1990 – final adjustment.
4. State plane coordinates shall be physically tied to a minimum of two known state plane coordinate benchmarks that utilize number 3 above. State plane coordinates shall be shown on survey at benchmarks used.
5. All record drawings shall be provided in in NAVD 1988 unless otherwise agreed upon by Owner. **Datum and conversion shall be provided on every sheet.**
6. All record data shall be digitally positioned on the design drawings prepared by the engineer of record. Said design drawings shall be complete and include both plan and profileviews of the infrastructure.
7. All as-builts shall clearly depict as-built utility lines that were constructed along with all easements.
8. All as-builts shall include the information required by the City Standards.

PART 2 -- PRODUCTS

NOT USED

PART 3 -- EXECUTION

NOT USED

END OF SECTION

SECTION 01730

OPERATION AND MAINTENANCE MANUALS

PART 1 – GENERAL

1.01 RELATED INFORMATION

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.
 - 1. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of Specifications.
- B. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- B. Section 01300 - Submittals
- C. Section 01720 - Project Record Drawings

I.03 FORM OF SUBMITTALS

- A. Prepare data in the form of an instructional manual and electronic format for use by Owner's personnel.
- B. Hard-Copy Format:
 - 1. Size: 8-1/2 in. x 11 in.
 - 2. Text: Manufacturer's printed data, or neatly typewritten.
 - 3. Drawings:
 - a. Provide reinforced punch binder tab, bind in with text.
 - b. Fold larger drawings to the size of the text pages.
 - 4. 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.
- 5. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
 - a. Title of Project.
 - b. Identity of separate structure as applicable.
 - c. Identity of general subject matter covered in the manual.
- C. Binders:
 - 1. Commercial quality expandable catalog binders with durable and cleanable plastic covers.
 - 2. When multiple binders are used, correlate the data into related consistent groupings.
- D. Electronic format shall be in .pdf file format. Copies of specific manuals shall either be scanned or converted to .pdf format and submitted on CD disc to Owner. Submit after approval of hard copies.

I.04 CONTENT OF MANUAL

- A. Neatly typewritten table of contents for each volume, arranged in a systematic order.
 - 1. Contractor, name of responsible principal, address and telephone number.
 - 2. A list of each product required to be included, indexed to the content of the volume.
 - 3. List, with each product, the name, address and telephone number of:
 - a. Subcontractor or installer.
 - b. Maintenance contractor, as appropriate.
 - c. Identify the area of responsibility of each.
 - d. Local source of supply for parts and replacement.
 - 4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
- B. 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 to the installation.
 - c. Delete references to inapplicable information.
- C. Drawings:
 1. Supplement product data with drawings as necessary to clearly illustrate relations of component parts of equipment and systems.
 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.
- D. 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.
- E. Copy of each warranty issued.
 1. Provide information sheet for Owner's personnel, give:
 - a. Proper procedures in the event of failure.
 - b. Instances which might effect the validity of warranties.

I.05 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit three (3) complete copies of manual in final form.
- B. 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. Summer and winter operating instructions.
 - d. Alignment, adjusting and checking.
3. Servicing and lubrication schedule:
 - a. List of lubricants required for each piece of equipment.
 - b. Schedule for manufacturer recommended maintenance.
3. Manufacturer's printed operating and maintenance instructions.
4. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
5. Manufacturer's written warranties for parts and labor.
7. Other data as required under pertinent sections of specifications.

I.06 SUBMITTAL SCHEDULE

- A. Submit one copy of completed data in final form fifteen days prior to final inspection or acceptance.
 - I. Copy will be returned after final inspection or acceptance, with comments.
- B. Submit specified number of copies of approved data in final form 10 days after final inspection or acceptance.

I.07 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to final inspection or acceptance, fully instruct Owner's designated operating and maintenance personnel in the operation, adjustment and maintenance of all products, equipment and systems.
- B. Operating and maintenance manual shall constitute the basis of instruction.
 - I. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

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SECTION 01740

WARRANTIES AND BONDS

PART 1 -- GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds.
- B. Compile specified service and maintenance contracts.
- C. Co-execute submittal when so specified.
- D. Review submittals to verify compliance with Contract Documents
- E. Submit to Engineer for review and transmittal to Owner

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- B. Section 01700: Contract Closeout.
- C. Each respective section of Specifications shall have Warranties and Bonds required for specific products.
- D. Provisions of Warranties and Bonds, Duration: The respective section of specification which specifies the product.

1.03 SUBMITTAL REQUIREMENTS

- A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
- B. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
 - 1. Product or work item
 - 2. Firm, with name of principal, address, and telephone number.

3. Scope.
4. Date of beginning of warranty, bond or service and maintenance contract.
5. Duration of warranty, bond, or service maintenance contract.
6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure
 - b. Instances which might affect the validity of warranty bonds.
7. Contractor, name of responsible principal, address, and telephone number.

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 1. Size 8-1/2" X 11" punched sheets for 3-ring binder
 - a. Fold larger sheets to fit into binders
 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of project
 - b. Name of Contractor
- C. Binders: Commercial quality, three-ring, with durable and cleanable plastic cover.
- D. Provide one electronic Adobe Acrobat format copy of warranties, bonds, and service maintenance contract on Compact Disc.

1.05 TIME OF SUBMITTALS

- A. Make submittals within ten days after Date of Substantial Completion, prior to final request for payment.
- B. For items of work, where acceptance is delayed materially beyond the Date of Substantial Completion, provide updated submittal

within ten days after acceptance, listing the date of acceptance as the start of the warranty period.

1.06 SUBMITTALS REQUIRED

- A. Submit warranties, bonds, and service and maintenance contracts as specified in the respective sections of Specifications, as appropriate.

PART 2 -- PRODUCTS

NOT USED

PART 3 -- EXECUTIVE

NOT USED

END OF SECTION

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SECTION 02016

EXISTING UTILITIES AND UNDERGROUND STRUCTURES

PART 1 – GENERAL

1.01 GENERAL

- A. The plans depict the approximate location of the existing utilities. The locations of those facilities (horizontal and vertical) were obtained from survey information, Utility Atlas and Record Drawings provided by the applicable Utility Owners.
- B. Existing utilities shown are located according to the information available to the engineer at the time of the topographic survey. Guarantee is not made that all existing underground utilities are shown or that the location of those shown are entirely accurate. Finding the actual location of any existing utilities is the contractor's responsibility and shall be done before he commences work in the vicinity. Furthermore, the contractor shall be fully responsible for any and all damages due to the contractor's failure to exactly locate and preserve any and all underground utilities.

1.02 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall notify the Sunshine State One Call of Florida (SSOCF) service at 811, 48 hours prior to digging for direct bury and 10 days prior to digging or initiating construction of underwater construction activities, as required by Florida Statutes Chapter 556 throughout the duration of the construction project.
- B. Locate the cables, ducts, conduit, pipeline, etc. in advance of the proposed construction.
- C. Notify Engineer of any substantial changes and/or conflicts that would require a deviation in the plans. Late discovery of existing underground utilities does not constitute "required" deviations should early discovery prevent them.
- D. Repair any damage done to existing utilities at no additional expense to the Owner.
- E. Remove or modify those utilities scheduled to be removed or modified on the plans.
- F. All Asbestos cement pipe that is not abandoned in place shall be removed and disposed of off-site in a legal manner.

- G. Provide support of existing utilities that are to remain and be protected that are uncovered during installation of the new improvements or removal of existing items required to be removed.

1.03 PRECONSTRUCTION VIDEO

- A. At least one (1) week prior to the start of construction, the contractor shall have video recordings taken of the entire limits of each project area. These areas include but are not limited to, the entire length of the drainage improvements, all locations where work has occurred on or near private property. Such recordings shall be provided to the Owner and Engineer before the commencement of construction. These recordings shall serve as record of the conditions as they existed prior to the start of the work. They will be used in the event of a dispute that arises from restoration or damage claims from property owners along the project corridor. The contractor shall pay particular attention to existing damage on public and private property near the work area and ensure that these items are documented on the video.
- B. Videotapes shall be limited to one video per street or a maximum of 2,000 linear feet of roadway per tape.
- C. Label and catalog by street name and beginning and ending intersections.
- D. Video tapes are to be delivered to the Owner and Engineer on a DVD in a standard video format that is able to be viewed on a Windows operating system. All videotapes shall become the property of the Owner.
- E. A post-construction video of the project site is to be provided in accordance with Section 01720 Project Record Drawings.

END OF SECTION

SECTION 02065

DEMOLITION

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. ON – SITE DEMOLITION

1. The Contractor shall furnish all supervised labor, materials, equipment, and incidentals required for the removal of all items necessary to be removed in order to construct the project as shown on and in accordance with the plans and specifications.

B. REMOVAL PROCEDURES

1. Perform complete or partial removal and disposal of specified existing debris, vegetation, asphalt, concrete, piping, structures, landscaping, mechanical equipment, electrical equipment and miscellaneous items and appurtenances encountered during construction operations.
2. Perform temporary modification of structures, equipment, appurtenances, and utilities as necessary to allow for operation of the facilities during construction.
3. Perform demolition, partial removal and cutting of existing asphalt, concrete, piping, structures, and appurtenances as required for the new construction.
4. Handle existing equipment to be reinstalled or salvageable as specified.
5. Perform off-site disposal of excess and unacceptable materials including but not limited to asphalt, concrete, concrete blocks, bricks, steel, PVC, AC pipe, DIP, CI pipe, fuel, waste oil, metal, debris, etc. All materials shall be disposed of off-site in a legal manner.
6. This section may not cover all of the activities necessary to perform the work. The Contractor shall exercise due concern for the utility system operation and shall diligently direct all of the Contractor's activities toward maintaining continuous operation of the existing facilities and minimizing operation impacts.

1.02 RULES AND REGULATIONS

- A. The Building Code of the State of Florida shall control the demolition, modification or alteration of the existing site.
- B. No blasting shall be done on site.
- C. Refer to the City of Okeechobee Code of Ordinances and the project permits for additional requirements.

1.03 ACCESS

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

1.04 PROTECTION

- A. The Contractor shall conduct construction activities to minimize damage to adjacent buildings, structures, roadways, utilities, storm drainage, waterways, and other facilities, including persons.
- B. Provide support to existing utilities and other improvements as required to install the new improvements.

1.05 DAMAGE

- A. The Contractor shall immediately report damage caused to adjacent facilities by demolition operations. The Contractor shall promptly make all required repairs as directed by the Engineer and at no cost to the Owner.

1.06 UTILITIES

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

1.07 POLLUTION CONTROL

- A. For pollution control, use sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the conditions of work. Comply with the governing regulations and permit regulations.
- B. Clean adjacent structures and improvements of all dust, dirt, and debris caused by demolition operations. Return areas to conditions existing prior to the start of work.
- C. Pollution control measures outlined in the Stormwater Pollution Prevention Plan shall be implemented during the entire construction timeline to control turbidity and sediment discharges to the stormwater system and Intracoastal Waterway.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

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SECTION 02110

CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 SCOPE

- A. The work to be performed under this item shall consist of either the clearing of or the clearing and grubbing of the area of construction as designated on the drawings.
- B. Clearing - Where clearing only is required it shall consist of the cutting and removal of all trees, stumps, bush, logs, hedges, and the removal of all fences, concrete, debris, asphalt, and other loose or projecting material from the designated area. The grubbing of stumps and roots will be required.
- C. Clearing and Grubbing - Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which, in the opinion of Engineer, is unsuitable, including grubbing of stumps, roots, matter roots, foundations and disposal from the project of all spoil materials resulting from clearing and grubbing by burning or otherwise.

1.02 REFERENCES

- A. Florida Department of Transportation Standard Specifications for Road and Bridge construction (F.D.O.T.), latest edition.

PART 2 - MATERIALS

2.01 MATERIALS FOR REPLACEMENT

- A. All materials required to be brought on to the site for filling of holes caused by grubbing or otherwise shall be as specified in Section 02200 – Earthwork, Excavation and Backfill.

PART 3 - EXECUTION

3.01 SCHEDULE

- A. Contractor shall schedule the clearing or clearing and grubbing work at a satisfactory time in advance of the project improvement construction operation.

3.02 SPOIL MATERIALS REMOVAL

- A. All materials to be disposed of by removal from the site shall be disposed of off site in a legal manner by Contractor at the Contractor's expense. The manner and location of disposal of materials shall be subject to review by Engineer and shall not create an unsightly or objectionable view.

3.03 CLEARING

- A. Clear the area of all objectionable materials. Trees and other debris unavoidably falling outside the specified limits must be cut up, removed, and disposed of in a satisfactory manner. Preserve and protect from injury all trees not to be removed. The trees, stumps, and brush shall be cut to a height of not more than 12-inches above the ground. The grubbing of stumps and roots will be required.
- B. On site burning of debris will not be allowed.

3.04 CLEARING AND GRUBBING

- A. In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass and other unsatisfactory materials shall be removed.
- B. All holes remaining after the grubbing operation in embankment areas shall have the sides broken down to flatten out the slopes, and shall be filled with acceptable material, moistened and properly compacted in layers to the density required in Section 02200. The same construction procedure shall be applied to all holes remaining after grubbing in excavation areas where the depth of holes exceeds the depth of the proposed excavation.

END OF SECTION

SECTION 02150

DEWATERING

PART 1 – GENERAL

1.01 SECTION INCLUDES

The work covered by this Section consists of furnishing all permits, labor, equipment, appliance and materials, and performing all operations required for dewatering all excavations, if required, complete.

1.02 RELATED SECTIONS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- B. Section 01060 – Regulatory Requirements and Notifications
- C. Section 02200 – Earthwork, Excavation, and Backfill.

PART 2 - PRODUCTS

2.01 TEMPORARY FACILITIES

- A. All materials and equipment shall be suitable and adequate to function continuously as a dewatering system.
- B. All material and equipment used in the dewatering system remain the property of the Contractor and shall be removed off-site when dewatering is completed.
- C. All dewatering equipment shall conform with the noise standards set forth in the City of Okeechobee Code of Ordinances.

2.02 SUBMITTALS

- A. Submit the dewatering method or plan in accordance with Submittal specifications prior to commencing dewatering if it is determined by the Contractor that dewatering beyond that allowed by a no-notice dewatering permit is required to construct the project.
- B. The Contractor shall prepare and submit the necessary permit applications and supporting documents for the purposes of obtaining a dewatering permit

from the South Florida Water Management District and any other required agencies.

PART 3 - EXECUTION

3.01 METHODS

- A. The method of dewatering is to be selected by the Contractor and may include:
 - 1. Wellpoints
 - 2. Sump pumps
 - 3. Bedding rock
 - 4. Dewatering wells
 - 5. Other approved items.

3.02 DISCHARGE

- A. The Contractor shall provide all labor, materials, tools and equipment necessary to properly control the quality of the discharge from his dewatering operations as described herein. The Contractor shall comply with all applicable laws, rules and regulations governing the discharge of water from his dewatering operations.
- B. Contractor shall not discharge water in any manner that will:
 - 1. Adversely affect water quality of nearby water bodies.
 - 2. Violate Federal, State or local laws or regulations.
 - 3. Allow discharge to flow onto private property.
 - 4. Hamper movement of traffic.
 - 5. Damage portions of the work previously constructed.
 - 6. Damage portions of existing facilities or structures.
 - 7. Violate the conditions of the SFWMD Dewatering Permit.
 - 8. Violate the conditions of the Stormwater Pollution Prevention Plan.
- C. Contractor shall obtain and pay for any permits required to discharge the dewatering waters.
- D. Contractor shall coordinate and pay for any water quality monitoring program that may be required by the applicable dewatering permit(s).

END OF SECTION

SECTION 02200

EARTHWORK, EXCAVATION, AND BACKFILL

PART 1 - GENERAL

1.01 SECTION INCLUDES

The work covered by this section consists of furnishing all labor, equipment, and materials, and performing all earthwork operations to include:

- A. Excavation and backfill of structures, foundations, and pavements.
- B. Surface preparation for structures, foundations, and pavements.
- C. Excavation and backfill of pipe trenches.
- D. Roadway area grading.
- E. Soil compaction and stabilization requirements for pipe trenches and roadway areas.
- F. Soil testing for pipe trenches and parking areas.

1.02 REFERENCES

- A. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition.
- B. American Society for Testing and Materials (ASTM)
 - D698 Moisture-Density Relationship of Soils.
 - D1556 Standard Method of Test for Density of Soil in Place by Sand Cone Method.
 - D1557 Method for Test for Moisture-Density Relations of Soils Using a 10-Pound Rammer and 18-Inch Drop.
 - D2487 Classification of Soils for Engineering Purposes.
 - D6938 Density of Soil and Soil-Aggregate in Place by Nuclear Methods

1.03 RELATED SECTIONS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- B. Section 01410 - Testing Laboratory Services
- C. Section 02016 - Existing Utilities and Underground Structures
- C. Section 02150 - Dewatering

1.04 FIELD MEASUREMENTS AND COORDINATION

- A. Verify that survey benchmark, control point, and intended elevations for the work are as shown on the Drawings.
- B. Verify that work associated with lower elevation utilities is complete before placing higher elevation utilities.

1.05 SUBSURFACE SOILS DATA

- A. Owner and Engineer make no representations or statements as to site or soil conditions, and therefore do not assume any responsibility for actual site or soil conditions. It shall be Contractor's responsibility to determine for himself existing site and/or soil conditions. Available geotechnical information for the project area has been provided in these specifications (See Appendix D).

PART 2 - PRODUCTS

2.01 EXCAVATION

- A. All excavation is unclassified. Complete all excavation regardless of the type, nature, or condition of the materials encountered.

2.02 SOURCE QUALITY CONTROL

- A. If tests for a material type fail three times, the Engineer may reject the source supplier and require the contractor to submit a new source for approval, at no additional cost to the Owner. The in-situ material is considered acceptable material and may be used, provided it meets the specified requirements.
- B. Quality control of the work shall be the Contractor's responsibility and Contractor shall make every effort to produce the best quality work as specified on the Drawings and in these Specifications.

2.03 STRUCTURAL FILL AND BACKFILL

- A. Fill and backfill under and around all structures shall be suitable on-site excavated material or approved imported material. Material shall be free of organic material, shall not have more than 10 percent by dry weight passing the U.S. Standard No. 200 sieve, and shall have no rocks larger than 3 inches in size. On-site Fine Sand (SP), without roots or other deleterious materials, is suitable material. Imported material may be provided by the Contractor at no additional cost to the Owner.
- B. On site soils with more than 10% by dry weight passing the U.S. Standard No. 200 sieve and/or particle sizes larger than 3 inches are not suitable for use as fill under pavements or structures.
- C. Backfill behind walls shall be as specified above except that they shall not have more than 4% by dry weight passing the U.S. Standard No. 200 sieve.

2.04 EARTHFILL

- A. On-site excavated material free from roots, trash, and rocks larger than 3 inches.

2.05 FLOWABLE FILL

- A. Provide and place flowable fill in accordance with the requirements of Section 121 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition.

2.06 WATER FOR COMPACTION

- A. Contractor shall furnish potable water, as required. Contractor may coordinate with the City of Okeechobee Public Works Department to arrange for a hydrant meter for water during construction. Costs associated with the hydrant meter shall be paid for by the Contractor. Water trucks shall be used as required.

2.07 EQUIPMENT

- A. All equipment shall be suitable and adequate to perform the work specified. Compaction equipment shall be vibratory type. It is recommended that the contractor perform a preconstruction assessment of existing adjacent structures and monitor those structures for settlement during the construction period. Contractor shall notify Owner of any settlements that occur at existing adjacent structures.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Identify required lines, levels, contours, and datum locations. Protect bench marks, survey control points, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- B. Locate, identify, and protect utilities that remain from damage.

3.02 STRIPPING TOPSOIL

- A. See Section 02110, Site Clearing. Stripping of topsoil shall be performed prior to any cutting, excavation, removal and/or replacement or fill materials.
- B. Strip topsoil from designated areas within boundaries of proposed construction lines to a depth of approximately 6" to 8.5". The top materials stripped shall be removed and disposed of off site, unless authorized for use on the site landscaping areas by the Engineer or Owner. Top materials shall not be used under roadway or parking areas.
- C. Stripping of topsoil shall ensure that entire site is stripped and scraped clean of all brush, weeds, grass, roots, vegetation, etc.

3.03 CUTTING

- A. Except as otherwise specified, after stripping of topsoil all site areas which are above elevation required shall be cut to subgrades required by drawings.

3.04 FILLING

- A. Except as otherwise specified, after stripping of topsoil all site areas which are below elevation required shall be compacted as specified and then over such areas clean granular fill placed and compacted in layers not exceeding 12" in uncompacted thickness. Each layer of fill shall be compacted to at least 95% of the modified proctor maximum dry density (ASTM D1557). If hand held compaction equipment is used, the lift thickness should be reduced to 6 inches. Filling and compaction shall continue until subgrades required for various areas are reached. All holes and depressions caused from removal of trees, stumps, etc. shall be filled and compacted. Fill shall be good clean material as previously specified.

3.05 EXCAVATION UNDER STRUCTURES AND PAVEMENT AREAS

- A. Excavation shall be performed to elevations and dimensions required by drawings with suitable allowance made for construction operations and inspections. Excavation carried to depths below required elevations shall be replaced in loose layers a maximum of 6" in depth and compacted in a manner to achieve a minimum density of 98% as determined by a modified proctor in accordance with ASTM D-1557. Contractor may place additional concrete in lieu of replacing and compacting excess excavation as specified above to fill excess cut. Correction of excess cut shall be responsibility of Contractor at no additional cost to Owner.
- B. Compact disturbed load bearing soil in direct contact with foundations to achieve a minimum density of 98% as determined by a modified proctor in accordance with ASTM D-1557.
- C. Verify that the specified density extends to 2 feet below the bottom of the structure or pavement base course to be installed.
- D. Slope banks with machine to angle of repose or provide necessary shoring.
- E. Do not interfere with 45 degree bearing splay of existing foundations without providing adequate means of shoring protection.
- F. Grade top perimeter of excavating to prevent surface water from draining into excavation.
- G. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- H. Correct areas over excavated in accordance with this section.
- I. Remove excavated material unsuitable for backfill from site.
- J. When muck or other deleterious materials is encountered in the excavation, it shall be completely removed within the area of the structure or pavement and to a depth where acceptable material is encountered. After removal of all muck or other deleterious material, the area shall be backfilled with approved fill material to the specified grade.

3.06 TRENCH EXCAVATION AND PREPARATION

- A. Excavation: Excavate as required for the installation of all piping, utilities, conduits, and appurtenances.
- B. Trench Width: Cut trenches sufficiently wide to enable installation, compaction

and inspection. The maximum width will not be limited except where excessive trench width would cause damage to adjacent structures or piping.

- C. Grade: Excavate the bottom of the trench to the line and grade shown, or as established by the Engineer with proper allowance for pipe bedding.
- D. All trench work shall comply with OSHA Standards and the Trench Safety Act of 1990, with latest revisions.
- E. Piping shall be installed in a dry trench.
- F. When acceptable material is encountered in the trench, the bottom shall be excavated and graded to the depth required so as to provide a uniform and continuous bearing and support for the pipe on solid and undisturbed ground at every point between bell holes.
- G. Bell holes shall be provided at each joint to permit the joint to be made properly. At no time shall the bells support the pipe when in the trench.
- H. When muck or other deleterious materials is encountered in the trench, it shall be completely removed for the width of the trench at the pipe and to a depth where acceptable material is encountered. After removal of all muck or other deleterious material, the trench shall be backfilled with bedding material to the bottom of pipe grade.
- I. See City of Okeechobee Standards for additional requirements.

3.07 MAINTENANCE OF EXCAVATION

- A. The excavation shall be maintained at a dry condition at all times.
- B. All side slopes shall be such that material will not slide into the bottom of the excavation and any material doing so shall be immediately removed. Trench side slopes shall be in accordance with local codes, OSHA requirements, and the Trench Safety Act.
- C. All excavated material shall be piled in a manner that will not endanger the work and that will avoid obstructing sidewalks and driveways. Hydrants under pressure, valve pit covers, valve boxes, curb stop boxes, fire and police call boxes, or other utility controls shall be left unobstructed and accessible until the work is completed.
- D. Trees, shrubbery, fences, poles, bollards and all other property and surface structures shall be protected unless their removal is shown on the drawings or authorized by the Engineer. When it is necessary to cut roots and tree branches, such cutting shall be done under the supervision and direction of the Engineer.

- E. The attention of the Contractor is drawn to the fact that during excavation at the project site, the possibility exists of the Contractor encountering various utilities (water, chemical, electrical, gas, or other) not shown on the drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- F. It is the responsibility of the Contractor to ensure that all utility or other poles, the stability of which may be endangered by the close proximity of excavation, are temporarily stayed in position while the work proceeds in the vicinity of the pole and that the utility or other companies concerned be given reasonable advance notice of any such excavation by the Contractor.

3.08 BACKFILL UNDER STRUCTURES AND PAVEMENT AREAS

- A. Backfilling of excavated areas under, around or over building and structural appurtenances and pavement, concrete or pavers shall be performed with clean fill materials which are free of debris, organics, trash or other deleterious substances. Suitable compaction equipment shall be used to obtain density described previously for entire depth of backfilling. Each layer of backfill under structures, pavements, and pavers shall be compacted to a minimum of 98% density as determined by a modified proctor in accordance with ASTM D-1557. Each layer of compacted backfill shall not exceed 12 inches in thickness. If hand-held compaction equipment is used, reduce the loose lift thickness to 6 inches. The completed, compacted surface shall be at the proper final subgrade elevation.
- B. Verify that the specified density extends to 12 inches below the bottom of the structure or pavement base course to be installed.

3.09 TRENCH BACKFILLING

- A. Haunch Backfill: Carefully place Pipe Bedding material so as not to damage the pipe in maximum 6 inch loose lifts and compact to the pipe centerline. Use hand-held compaction equipment.
- B. Pipe Zone: Backfill with Pipe Bedding material in maximum 12 inch loose lifts and compact to a point 12 inches above the pipe crown.
- C. Under Pavement/Concrete/Paver Areas, and Structures: In areas where backfill settlement must be held to a minimum, backfill above the pipe zone with Pipe bedding material in maximum 12 inch loose lifts and compact to a minimum 98% maximum dry density (ASTM D1557) up to the subgrade elevation. Backfilling and compaction within the FDOT Rights of Way shall be in accordance with the FDOT Standard Specifications for Road and Bridge

Construction, latest edition.

- D. Outside Pavement/Concrete/Paver Areas: In areas where backfill settlement is not critical, backfill above the pipe zone with earthfill material to a density equal to or greater than the soil adjacent to the pipe trench, but not less than 90% of the maximum dry density (ASTM D1557), to final grade.
- E. No material shall be used for backfill which contains muck or other deleterious material or material with an excessive void content. All backfill shall be composed of select clean granular material.
- F. All trenches and excavation shall be backfilled immediately after all pipe and joints have been investigated and approved by the Engineer or Utility Department, subject to satisfactory pressure and leakage test results, as required.
- G. Backfill, in general, shall be kept up with the rate of pipe laying. No more than 200 feet of pipe trench shall be open at one time at any one project location.
- H. See City of Okeechobee Standards for additional requirements.

3.10 BACKFILL AROUND STRUCTURES

- A. Obtain Engineer's acceptance of concrete work and attained concrete strength prior to backfilling.
- B. Backfill with Structural Backfill material placed in maximum 12 inch loose lifts and compacted to a minimum 98% of maximum dry density (ASTM D 1557).
- C. Compact backfill adjacent to structures with equipment that will not damage the structure.
- D. Backfill with flowable fill or other material shall be only if reviewed and approved by the Engineer.

3.11 SITE GRADING

- A. Fill and contour site areas with Earthfill material to elevations shown and as required to prepare the site for landscape grading and sodding.
- B. Place materials in maximum 12 inch loose lifts and compact as required to limit subsequent settlement.

3.12 COMPACTION TESTING

- A. In-situ compaction testing shall be performed by a certified laboratory.
- B. Compaction testing shall be done by nuclear density equipment or other approved methods. (ASTM D-2937, D-1557, D-6938)
- C. Density testing shall be performed as follows:
 - 1. Pipe Trenches: 1 test per lift per 100 feet of pipe.
 - 2. Fill Under/Around Structures: 1 test per lift under each structure or 1 backfill test per lift per drainage or sanitary structure installed.
 - 3. Fill Under Pavement Areas: 1 test per lift per 2,000 square feet of compacted surface area.
- D. Test results in a specific location are only representative of a larger area if the contractor has used consistent compaction means and methods and the soils are practically uniform throughout. If it is determined by the Owner/Engineer that there are variations in the compaction methods and/or soil uniformity, additional testing may be required.

3.13 FINAL AND FINISH GRADING

- A. Using clean topsoil, perform all final and finish grading in all yard and planting areas indicated on drawings. Topsoil shall be placed to a minimum of 4" thickness, rototilled to a minimum depth of 8", leveled and finish graded in all areas. No pavement base course material or broken asphalt will be allowed as topsoil materials in landscaping areas.
- B. Final grading shall be performed and grades shaped to finished elevations indicated. Finish grades (top of the soil) shall be approximately 1-1/2" below edges of pathways, curbs and other paved or concrete slabs. After sod installation, the top of the sod shall not be more than 1/2" below or shall be flush with the grade established by any adjacent paved or curbed surface.
- C. The Contractor shall verify that all finish subgrades are correct prior to beginning installation of sod and planting materials. Upon completion of the project work, the Contractor shall prepare "record drawings" verifying that all finish grades are in accordance with the contract documents and shall submit same to the Engineer for review and acceptance prior to requesting final inspection of the project. The "record drawings" shall be prepared by a surveyor registered in the State of Florida.
- D. Upon project completion, all areas of site within immediate construction and adjacent areas shall be completely cleaned of all debris occasioned by this

construction of this construction. Particular attention is called to any cement, mortar, masonry drippings and plaster which shall be completely removed from planting and lawn areas and shall be disposed of off site.

- E. All areas adjacent to site and all areas not within contract construction areas shall be left in reasonably same condition as they were found prior to commencement of construction.
- F. Any damage to the existing adjacent facilities including adjacent lakes or roads, and related areas such as, but not limited to, finish grades, slopes, grass sod, structures, pipe, etc. shall be repaired and restored to a proper and appropriate condition acceptable to the Owner and Engineer.

3.14 EXCESS MATERIAL

- A. Remove all excess suitable material from the site and dispose of at Contractor's expense.
- B. Unsuitable materials shall also be removed and disposed of off-site at Contractor's expense.

END OF SECTION

SECTION 02270

EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

The work specified in this Section consists of measures required to control erosion on the project and in areas outside the project area where work is accomplished in conjunction with the project, so as to prevent pollution of water, detrimental effects of public or private property adjacent to the project area and damage to work on the project. These measures will consist of construction and maintenance of temporary erosion control features or, where practical, the construction and maintenance of permanent erosion control features.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- B. Section 02485 – Grassing
- C. Section 01060 – Regulatory Requirements

1.03 START OF WORK

Do not start work until erosion control measures are in place.

PART 2 - PRODUCTS

2.01 GENERAL

- 1. No testing of materials used in construction of temporary erosion control features will be required.
- 2. Materials used for the construction of the temporary erosion and sedimentation control measures not to be incorporated into the completed project may be new or used.

PART 3 - EXECUTION

3.01 GENERAL

- A. Construct temporary and permanent erosion and sediment control measures to prevent the pollution of adjacent water ways in conformance with the laws, rules and regulations of Federal, State and local agencies and the conditions.
- B. Temporary erosion control features shall consist of, but are not be limited to, temporary grassing, temporary sodding, temporary mulching, spoil containment pits, sandbagging, slope drains, sediment basins, artificial coverings, berms, baled hay or straw, floating silt barriers, staked silt barriers and staked silt fences. Design details for some of these items may be found in Chapter 6 of the Florida Land Development Manual: A Guide to Sound Land Water Management (Department of Environmental Regulation) or the Water Quality Section of the applicable edition of the FDOT Roadway and Traffic Design Standards.
- C. Incorporate permanent erosion control features into the project within seven (7) days of any construction activity. Correct conditions, using temporary measures, that develop during construction to control erosion prior to the time it is practical to construct permanent control features.
- D. The Contractor will be required to prepare, submit, and obtain a Notice of Intent (NOI) to use Generic Permit for Stormwater Discharge from the Florida Department of Environmental Protection which will include a Stormwater Pollution Prevention Plan (SWPPP) prepared by the Contractor as required by F.A.C. 62-621.300(4) and the Environmental Protection Agency (EPA) as part of the National Pollutant Discharge Elimination System (NPDES) prior to beginning work.

3.02 INSTALLATION

- A. Temporary Grassing: This work shall consist of furnishing and placing grass seed in accordance with Section 02485, Grassing.
- B. Baled Hay or Straw:
 - 1. This work shall consist of construction of baled hay or straw dams to protect against downstream accumulations of silt. The baled hay or straw dams shall be constructed in accordance with the details shown in FDOT's Roadway and Traffic Design Standards.

2. The dam shall be placed so as to effectively control silt dispersion under conditions present on this project. Alternate solutions and usage of materials may be used if approved.
- C. Temporary Silt Fences and Staked Silt Barriers: This work shall consist of furnishing, installing, maintaining and removing staked turbidity barriers in accordance with the manufacturer's directions, these specifications, conditions of the project permits, and the details as shown in FDOT's Roadway and Traffic Design Standards.

3.03 REMOVAL OF TEMPORARY EROSION CONTROL FEATURES

In general, remove or incorporate into the soil any temporary erosion control features existing at the time of construction of the permanent erosion control features in such a manner that there will be no detrimental effect.

3.04 MAINTENANCE OF EROSION CONTROL FEATURES

- A. General: Provide routine maintenance of permanent and temporary erosion control features until the project is completed and accepted.
- B. Maintenance of erosion control measures shall be in strict accordance with condition of the applicable NPDES and City of Okeechobee and requirements.

3.05 PROTECTION DURING SUSPENSION OF CONTRACT TIME

In the event that it is necessary that the construction operations be suspended for any appreciable length of time, shape the top of the earthwork in such a manner as to permit runoff of rainwater and construct earth berms along the top edges of embankments to intercept runoff water. Should such preventive measures fail, immediately take such other action as necessary to effectively prevent erosion and siltation.

END OF SECTION

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SECTION 02485

GRASSING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall furnish all labor, equipment, and materials necessary for grassing all areas disturbed by his operations and any other areas on the plans indicated to receive grassing. It is the intent of this specification that damaged areas are to be replaced in kind, with sod to be used for all maintained yard areas. Contractor shall take all steps practical to minimize the area required to be sodded. All grassing shall be in accordance with Section 570-1 through 570-5 of the FDOT Standard Specifications for Road and Bridge Construction, except as modified herein.

1.02 STORAGE OF MATERIALS

The Contractor shall provide space for storage of sod prior to placement in a manner that will not endanger or restrict pedestrian or vehicular traffic or interfere with other aspects of the work.

1.03 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.

PART 2 - PRODUCTS

2.01 SOD

- A. Types: Sod shall be St. Augustine Floratam, Argentine Bahia, Centipede, or Bermuda, depending on type of existing sod in adjacent area to be matched. Sod shall be well matted with roots. Where sodding will adjoin, or be in sufficiently close proximity to private lawns, types of sod other than those listed above may be used if desired by the affected property owners and approved by the Engineer. Sod shall be delivered in commercial-size rectangles, preferably 12-inch by 24-inch or larger.
- B. Condition: The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh, and uninjured at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be reasonably free

of weeds and other grasses. It shall be planted as soon as possible after being dug and shall be kept moist from the time it is planted.

2.02 GRASSING EQUIPMENT

- A. Rollers: A cultipacker, traffic roller, or other suitable equipment will be required for rolling the grassed areas.

PART 3 - EXECUTION

3.01 GENERAL CONSTRUCTION METHODS

No grassing shall be done when the ground is unduly wet or otherwise not in a suitable condition. Whenever a suitable length of right-of-way, disturbed area, or other area has been graded, it shall be made ready, when directed by the Owner/Engineer, and grassed in accordance with these specifications. Grassing shall be incorporated into the project at the earliest practical time in the life of the contract.

3.02 SODDING

- A. Preparation of Area to be Sodded: The ground which is to receive sod shall have been graded to proper elevations (2" below sodded grade) to match pre-construction conditions or proposed grades. All disturbed swales and ditches shall have been restored to their pre-construction condition or better. The pre-construction grade shall be maintained and the prepared soil shall be loose and reasonably smooth. It shall be reasonably free of large clods, roots, patches of existing grass, and other material which will interfere with the sod-laying operations or subsequent mowing and maintenance operations.
- B. Laying of Sod: Sod shall be installed in all areas so designated by Owner/Engineer. Sod shall be carefully placed so that each piece abuts flush to all surrounding sod, regardless of whether surrounding sod is new or existing. All sod joints shall be staggered. Where new sod is to be placed adjacent to existing sod, the new sod must be cut in to match the elevation of the existing sod. Uneven sod which might cause mowing problems will be rejected. New sod laid on top of existing sod will also be rejected. All sod placed on steep slopes (greater than 1:1) shall be pinned with a wooden pin to keep it in place.
- C. Rolling: Immediately after completion of the sod laying, the entire sodded area shall be rolled thoroughly with the equipment specified. At least two trips over the entire area will be required.

- D. Watering: Newly-sodded areas are to be watered by Contractor as necessary to keep sod alive until the Contractor is closed out. Dead sod shall be replaced by Contractor prior to contract closeout.

END OF SECTION

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SECTION 02607

INLETS, MANHOLES, AND DRAINAGE PIPE

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The work included in this section consists of installing inlets, drainage pipe and manhole structures for gravity and pressure pipe systems. Work shall adhere to all City of Okeechobee standards as applicable.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General and Supplementary Conditions and Division 1 Specification sections, apply to this section.
- B.
- C. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition. Referred to in this section as FDOT Standards.
- D. Section 02065 – Demolition
- E. Section 02150 – Dewatering.
- F. Section 02200 – Earthwork, Excavation and Backfill.
- G. Section 03400 –Structural Precast Concrete
- H. Section 03300 –Cast-in-Place Concrete

1.03 REFERENCES

- A. Florida Department of Transportation – Standard Specifications for Road and Bridge Construction, latest edition.

1.04 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification sections.
- B. Shop drawings for drainage pipe, inline check valves, precast concrete manholes, and other structures. Include frames, covers, and grates.

- C. Reports and calculations for design mixes for each class of cast-in-place concrete.

1.05 QUALITY ASSURANCE

- A. Environmental Agency Compliance: Comply with regulations pertaining to gravity sanitary systems.
- B. Utility Compliance: Comply with regulations pertaining to gravity sanitary systems including standards for water and other utilities where appropriate.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Do not store plastic pipe, structures, or fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle precast concrete manholes, and other structures according to manufacturer's rigging instructions.

1.07 PROJECT CONDITIONS

- A. Site Information: Perform site review, research public utility records, and verify existing utility locations.
- B. Locate existing structures and piping to be closed, abandoned, removed, or tied into.
- C. Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the Owner or others except when permitted under the following conditions and then only after arranging to provide acceptable temporary utility services.
 - 1. Notify Owner and Engineer not less than 48 hours in advance of proposed utility interruptions.

1.08 SEQUENCING AND SCHEDULING

- A. Coordinate with other utility work.

PART 2 - PRODUCTS

2.01 PIPES AND FITTINGS

All drainage pipes and fittings used in this project shall be:

- A. Reinforced-Concrete Pipe and Fittings: ASTM C76 (ASTM C76M), Class III, Wall B, for gasketed joints.
 - 1. Gaskets: ASTM C443 (ASTM C443M), rubber.
- B. Plastic Pipe: ASTM D3034, Type PSM, PVC material, SDR 26; bell and spigot style rubber ring sealed gasket joint.
 - 1. Fittings: PVC.
 - 2. Joints: ASTM F477, elastomeric gaskets

2.02 MANHOLES

All manholes, frames, covers, and concrete products used in this project shall be:

- A. ASTM C 478 (ASTM C 478M), precast, reinforced concrete, of depth indicated, with provision for rubber gasket joints. Design for structural loading in pavement areas.
 - 1. Base Section: 8 - inch minimum thickness for floor slab and 8 - inch minimum thickness for walls and base riser section, and having a separate base slab or base section with integral floor. See Plans for structure specific requirements and dimensions.
 - 2. Riser Sections: 8 - inch minimum thickness, diameter as specified on plans, and lengths to provide depth indicated. See Plans for structure specific requirements and dimensions.
 - 3. Top Section: Eccentric cone type, unless concentric cone or flat-slab-top type is indicated. Top of cone to be of size that matches grade rings.
 - 4. Gaskets: ASTM C 443 (ASTM C 443M), rubber.
 - 5. Pipe Connectors: ASTM C 923 (ASTM C 923M), resilient, of size required, for each pipe connecting to base section.
- B. Cast-in-Place Concrete Manholes, Special Structures: Construct of reinforced-concrete bottom, walls, and top, designed according to ASTM C 857 for loading. Include depth, shape, dimensions, and appurtenances indicated on the plans.
 - 1. Ballast: Increase thickness of concrete, as required to prevent floatation.
- C. Manhole Frames and Covers: As specified on plans.

2.03 STORMWATER INLETS

All stormwater inlets, frames and grates, and concrete products used in this project shall be:

- A. Precast Concrete Stormwater Inlets: precast, reinforced concrete, designed according to FDOT Standard Specifications and Indexes. Include depth, shape, and dimensions indicated, with provision for rubber gasket joints.
- B. Cast-in-Place Stormwater Inlets: Construct of reinforced concrete, designed according to FDOT Standard Specifications and Indexes for structural loading. Include depth, shape, dimensions, and appurtenances indicated.
 - 1. Bottom, Walls, and Top: Reinforced concrete.
 - 2. Channels and Benches: Concrete.
- C. Frames and Grates: As specified on plans.

2.04 STORMWATER INTERCEPTOR STRUCTURES

All stormwater interceptor structures, frames and covers, and concrete products used in this project shall be as specified in the project plans and specifications.

2.05 CONCRETE

- A. Portland cement concrete, Type II 4000 psi.
 - 1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
 - 2. Reinforcement Bars: ASTM A 615, Grade 60 (ASTM A 615M, Grade 40), deformed steel.

PART 3 - EXECUTION

3.01 DRAINAGE PIPING APPLICATIONS

- A. General: Include watertight joints, except where soil tight or silt tight joints are indicated.

- B. Where PVC pipe is specified for storm drains, it shall be SDR-26 unless otherwise noted.

3.02 INSTALLATION, GENERAL

- A. General Locations and Arrangements: Drawings (plans and details) indicate the general location and arrangement of underground sewerage piping. Location and arrangement of piping layout take into account many design considerations. Install piping as indicated, to the extent practical.
- B. Install piping true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's recommendations for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line and pull past each joint as it is completed.
- C. Use manholes as indicated on the plans.
- D. Install gravity-flow-systems piping at constant slope between points and elevations indicated. Install straight piping runs at constant slope, not less than that specified, where slope is not indicated.

3.03 PIPE JOINT CONSTRUCTION AND INSTALLATION

- A. General: Join and install pipe and fittings according to the manufacturer's instructions and applicable industry standards.

3.04 MANHOLE INSTALLATION

- A. General: Install manholes, complete with accessories, as indicated.
- B. Form continuous concrete channels and benches between inlets and outlet, where indicated.
- C. Set tops of frames and covers flush with finished surface where manholes occur in pavements, concrete, or pavers. Set tops 2 inches (76 mm) above finished surface elsewhere, except where otherwise indicated.
- D. Place precast concrete manhole sections as indicated.
 - 1. Provide rubber joint gasket complying with ASTM C 443 at joints of sections.
- E. Construct cast-in-place manholes as indicated.

3.05 STORMWATER INLET AND INTERCEPTOR STRUCTURE INSTALLATION

- A. Construct stormwater inlets and interceptor structures to sizes and shapes indicated.
- B. Set frames and grates to elevations indicated.

3.06 CONCRETE PLACEMENT

- A. Place cast-in-place concrete according to ACI 318, ACI 350R.

3.07 FIELD QUALITY CONTROL

- A. Clear interior of piping and structures of dirt and superfluous material as the work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.
 - 1. Place plug in end of incomplete piping at end of day and whenever work stops. Reconnect to existing system as required to maintain drainage during construction.
 - 2. Flush piping between manholes and other structures, to remove collected debris.
 - 3. Pipes and structures designated to be cleaned and/or lined on the project drawings shall be cleaned in accordance with Section 02751 Preparatory Cleaning and Root Removal.
- B. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of the Project.
- C. Defects requiring correction include the following:
 - 1. Alignment: Less than full diameter of inside of pipe is visual between structures.
 - 2. Deflection: Flexible piping with deflection that prevents passage of a ball or cylinder of a size not less than 95 percent of piping diameter.
 - 3. Crushed, broken, cracked, or otherwise damaged piping.
 - 4. Infiltration: Water leakage into piping greater than that allowed by Part E of this section.

5. Exfiltration: Water leakage from or around piping greater than that allowed by Part E of this section.
 6. Replace defective piping using new materials and repeat inspections until defects are within allowances specified.
 7. Reinspect and repeat procedure until results are satisfactory.
- D. Test new piping systems and parts of existing systems that have been altered, extended, or repaired for leaks and defects.
1. Do not enclose, cover, or put into service before inspection and approval.
 2. Test completed piping systems according to authorities having jurisdiction.
 3. Schedule tests, and their inspections by authorities having jurisdiction, with at least 24 hours' advance notice.
 4. Submit separate reports for each test.
- E. Where authorities having jurisdiction do not have published procedures, perform tests as follows:
1. Storm Drainage: Perform hydrostatic test and lamp the lines.
 - a. Allowable leakage is a maximum of 50 gallons per inch nominal pipe size, for every mile of pipe, during a 24-hour period.
 - b. Close openings in system and fill with water.
 - c. Purge air and refill with water.
 - d. Disconnect water supply.
 - e. Test and inspect joints for leaks.
 2. Manholes: Perform hydraulic test according to ASTM C 969 (ASTM C 969M).
 3. Leaks constitute defects that must be repaired.

- 4. Replace leaking piping using new materials and repeat testing until leakage is within allowances specified.
- F. Clean existing stormwater collection system within the project limits of all debris upon completion of the project. Debris from the project deposited in the collection system at locations downstream of the work shall also be removed.
- G. Existing system shall remain clear of debris during the project to facilitate the flow of stormwater. Contractor shall intermittently clear debris created by his work as required to maintain the free flow of stormwater through the system.

END OF SECTION

SECTION 03100
CONCRETE FORMWORK

PART 1 — GENERAL

1.01 WORK INCLUDED

- A. Formwork for cast-in place concrete, with shoring, bracing, and anchorage.
- B. Openings for other work.
- C. Form accessories.
- D. Form stripping.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- B. Section 03200 - Concrete Reinforcement
- C. Section 03300 - Cast-in-Place Concrete

1.03 REFERENCES

- A. ACI 301 - Structural Concrete for Buildings.
- B. ACI 318 - Building Code Requirements for Reinforced Concrete.
- C. ACI 347 - Recommended Practice for Concrete Formwork.
- D. PS 1 - Construction and Industrial Plywood.
- E. Florida Building Code

1.04 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 318.
- B. Maintain one copy of each document on site.

1.05 REGULATORY REQUIREMENTS

- A. Conform to applicable code for design, fabrication, erection, and removal of formwork.

1.06 COORDINATION

- A. Coordinate this Section with other Sections of work which require attachment of components to formwork.
- B. Coordinate formwork with reinforcement installation to provide sufficient concrete cover over reinforcement.

PART 2 – PRODUCTS

2.01 WOOD FORM MATERIALS

- A. Plywood Forms shall be APA approved “Structural plyform,” or approved class I or class II with thickness required to support concrete at the rate at which it is poured.
- B. Steel Forms may be used in lieu of wood, at the project engineer’s option.
- C. Wood framing shall be standard grade or better, Douglas Fir.

2.02 FORMWORK ACCESSORIES

- A. Wall Form Ties: Removable Snap-off type, 316 stainless steel, fixed length, cone type, with waterproofing rubber washer, 1-1/2 inch back break dimension, free of defects that could leave holes larger than 1-inch in concrete surface.
- B. Form Release Agent: Colorless mineral oil which will not stain concrete, or absorb moisture, or impair natural bonding or color characteristics of coating intended for use on concrete.
- C. Corners Chamfer, wood strip type; 3/4 x 3/4 inch size; maximum possible lengths.
- D. Nails, Spikes, Lag Bolts, Through Bolts, and Anchorages: Sized as required, of sufficient strength and character to maintain formwork in place while placing concrete.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify lines, levels, and centers before proceeding with formwork. Ensure that dimensions agree with drawings.

3.02 EARTH FORMS

- A. Earth forms are not permitted except for thrust blocks.

3.03 ERECTION - FORMWORK

- A. Erect formwork, shoring, and bracing to achieve design requirements, in accordance with requirements of ACI 318.
- B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to overstressing by construction loads.
- C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.
- D. Align joints and make watertight. Keep form joints to a minimum.
- E. Obtain approval before framing openings in structural members which are not indicated on Drawings.
- F. Provide chamfer strips on external corners of all exposed concrete elements.

3.04 APPLICATION - FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.
- B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
- C. Do not apply form release agent where concrete surfaces will receive special finishes applied coverings which are affected by agent. Soak inside surfaces of untreated forms with clean water.
- D. Keep surfaces coated prior to placement of concrete.

3.05 INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Provide formed openings where required for items to be embedded in passing through concrete work.
- B. Locate and set in place items which will be cast directly into concrete.
- C. Coordinate with work of other sections in forming and placing openings, slots, regrets, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.
- D. Install accessories in accordance with manufacturer's instructions, straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- E. Install waterstops continuous without displacing reinforcement. Heat seal joints watertight. Conform to manufacturers recommendations.
- F. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.
- G. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

3.06 FORM CLEANING

- A. Clean forms as erection proceeds, to remove foreign matter within forms.
- B. Clean formed cavities of debris prior to placing concrete.
- C. Use compressed air to remove remaining foreign matter.

3.07 FORMWORK TOLERANCES

- A. Construct formwork to maintain tolerances required by ACI 318.
- B. Camber slabs and beams 1/4 inch per 10 feet in accordance with ACI 318.

3.08 FIELD QUALITY CONTROL

- A. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.

- B. Do not reuse wood formwork more than three times for concrete surfaces to be exposed to view.

3.09 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.
- B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
- C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.

END OF SECTION

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SECTION 03200
CONCRETE REINFORCEMENT

PART 1 — GENERAL

1.01 WORK INCLUDED

- A. Reinforcing steel bars, wire fabric, and accessories for cast-in-place and precast concrete.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- B. Section 01300 - Submittals
- C. Section 03100 - Concrete Formwork
- D. Section 03300 - Cast-in-Place Concrete
- E. Section 03400 – Structural Precast Concrete

1.03 REFERENCES

- A. ACI 301 - Structural Concrete for Buildings.
- B. ACI 318 – Building Code Requirements for Reinforced Concrete
- C. ACI SP-66 - American Concrete Institute -Detailing Manual.
- D. FDOT Standard Specifications for Road & Bridge Construction.
- E. ANSI/ASTM A82 - Cold Drawn Steel Wire for Concrete Reinforcement.
- F. ANSI/ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
- G. ANSI/AWS D1.4 - Structural Welding Code for Reinforcing Steel.
- H. ASTM A615 - Deformed and Plain Billet Steel Bars for Concrete Reinforcement.

- I. ASTM A704 - Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.
- J. AWS D12.1 - Welding Reinforcement Steel, Metal Inserts, and Connections in Reinforced Concrete Construction.
- K. CRSI -Concrete Reinforcing Steel Institute -Manual of Practice.
- L. CRSI 63 -Recommended Practice For Placing Reinforcing Bars.
- M. CRSI 65 - Recommended Practice For Placing Bar Supports, Specifications, and Nomenclature.
- N. Florida Building Code

1.04 SUBMITTALS

- A. Submit shop drawings under provisions set forth in the Division 1 Specifications.
- B. Shop Drawings: Indicate bar sizes, spacing, locations, and quantities of reinforcing steel and wire fabric, bending and cutting schedules, and supporting and spacing devices.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 318.
- B. Maintain one copy of document on site.

1.06 QUALIFICATIONS

- A. Welders' Certificates: Submit Manufacturer's Certificates, certifying welders employed on the Work, verifying AWS qualification within the previous 12 months.

1.07 COORDINATION

- A. Coordinate with placement of formwork, formed openings, and other Work.

PART 2 — PRODUCTS

2.01 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615, 60-ksi yield grade; deformed billet steel bars, unfinished.
- B. Welded Steel Wire Fabric: ASTM A185 Plain Type; in flat sheets unfinished.

2.02 ACCESSORY MATERIALS

- A. Chairs, Bolsters, Bar Supports, and Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor barrier puncture.
- B. Special Chairs, Bolsters, Bar Supports, Spacers Adjacent to Weather-exposed Concrete Surfaces: Plastic coated steel or stainless steel type; size and shape as required.

2.03 FABRICATION

- A. Fabricate concrete reinforcing in accordance with ACI 318.
- B. Locate reinforcing splices not indicated on drawings, at point of minimum stress. Review location of splices with Engineer.

PART 3 — EXECUTION

3.01 PLACEMENT

- A. Place, support, and secure reinforcement against displacement. Do not deviate from required position.
- B. Do not displace or damage vapor barrier.
- C. Accommodate placement of formed openings.
- D. Maintain concrete cover around reinforcing according to ACI-318

END OF SECTION

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SECTION 03300

CAST-IN-PLACE CONCRETE

PART I — GENERAL

1.01 NOTICE: Engineer shall be given 48 hours advance notice to all concrete placements and no concrete shall be placed without approval of Engineer.

1.02 WORK INCLUDED

- A. Cast-in-place concrete, foundations, slabs on grade, sidewalks and curbs.

1.03 RELATED SECTIONS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- B. Section 01410 – Testing Laboratory Services
- C. Section 03100 - Concrete Formwork
- D. Section 03200 - Concrete Reinforcement

1.04 REFERENCES

- A. ACI 301 - Specifications for Structural Concrete for Buildings.
- B. ACI 318 - Building Code Requirements for Reinforced Concrete
- C. ASTM C33 - Concrete Aggregates.
- D. FDOT Standard Specifications for Road and Bridge Construction
- E. ASTM C94 - Ready-mixed Concrete.
- F. ASTM C150 - Portland cement.
- G. ASTM C260 - Air Entraining Admixtures for Concrete.
- H. ASTM C494 – Chemical Admixtures for Concrete
- I. ASTM C618 – Pozzolonic Materials.

1.05 QUALITY ASSURANCE

- A. Perform Work: in accordance with ACI 301 and FDOT Standard Specifications.
- B. Obtain materials for same source throughout the Work.
- C. Submit manufacturer's certification that materials meet specification requirements.
- D. Submit ready-mix delivery tickets, ASTM C94-78.

1.06 TESTS

- A. Testing and analysis of concrete will be performed under provisions of this Section and other applicable Sections related to the testing of concrete.
- B. Submit proposed mix design of each class of concrete to Engineer for review prior to commencement of work in accordance with Submittal Section. Submittal shall include proposed location for each class of concrete.
- C. Independent Testing laboratory shall take cylinders and perform slump and air entrainment tests in accordance with ACI 301.
- D. Provide 5 cylinders per set. Test one at 3 days, one at 7 days, two at 28 days, and hold one.
- E. Slump tests shall be taken for every truck delivery and each set of test cylinders taken.
- F. In general, cylinders shall be taken for each concrete pour event, and every 50 cubic yards placed.
- G. All tests failing minimum specified criteria shall be billed to and paid for by the Contractor.

1.07 SUBMITTALS

- A. Submit product data for Fine and Coarse aggregates, admixtures, concrete mix design, joint devices, attachment accessories, and curing compounds.

PART 2 — PRODUCTS

2.01 CONCRETE MATERIALS

- A. Cement: ASTM C150 -Type II Cement.

- B. Fine and Coarse Aggregates: ASTM C33.
- C. Water: Clean potable water.

2.02 ADMIXTURES

- A. Air Entrainment: ASTM C260. Use Darex II AEA or equal.
- B. Non-Shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.
- C. Water-reducing admixture may be used and must meet ASTM C-494 as a Type A and Type D. Use WRDA 64 or equal. Add in accordance with ACI-350.
- D. Use of calcium chloride is not permitted.
- E. Air entraining agent to normal weight concrete mix if used, shall not exceed 4%.
- F. Superplasticizers must meet all ASTM requirements and have compatibility test results with approved mix design.

2.03 CONCRETE MIX

- A. Mix concrete in accordance with ASTM C94.
- B. Provide concrete to satisfy the following requirements
 - 1. Compressive Strength (28 days): 3000 psi for sidewalks, curbs and thrust blocks, 5000 psi all other locations.
 - 2. Water/Cement ratio maximum 0.48 without admixtures by weight.
 - 3. Fly Ash Content: maximum 15% of cement content, Type F only.
 - 4. Slump 4 ± 1 inch regular, 7-8 inch with superplasticizer, 6-8 inch pea rock pump mix.
- C. Use set-retarding admixtures during hot weather only when approved by Engineer.
- D. Air entraining agent may be considered in concrete mix, however, content must be kept to a minimum, and carefully monitored for addition to mix design.

2.04 ACCESSORIES

- A. Vapor Barrier: 10 mil thick clear polyethylene film, type recommended for below-grade application.
- B. Non-Shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.
- C. Water Stop (PVC): 4" x 3/16" water stop, Dumbell polyvinylchloride Greenstreak - Style 741 or approved equivalent.
- D. Water Stop (Other): Bentonite type strips Rx101, or applicable to condition, as manufactured by Volclay, or equal.
- E. Chairs, Bolsters, Bar Supports, and Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor barrier puncture.
- F. Special Chairs, Bolsters, Bar Supports, Spacers Adjacent to Weather Exposed Concrete Surfaces: Plastic coated steel or Stainless steel type; size and shape as required. Do not use concrete or clay bricks to support reinforcing.
- G. Backing rod and sealant as indicated on drawings for construction joints.

PART 3 — EXECUTION

3.01 INSPECTION

- A. Verify reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.
- B. Verify site dewatering conditions. All foundations shall be cast in the dry.
- C. Verify requirements for concrete cover over reinforcement.
- D. Clean forms of trash, wood, excess steel, and deleterious materials.

3.02 PREPARATION

- A. Install vapor barrier under all slabs, footings, and other concrete exposed to earth. Lap joints a minimum of 6 inches. Do not disturb or damage vapor barrier while placing concrete. Repair damaged vapor barrier.

- B. In locations where new concrete is dowelled to existing work, drill holes in existing concrete, clean holes, insert steel dowels and epoxy in accordance with manufacturer's installation instructions keeping the minimum embedment specified on drawings.
- C. Coordinate the placement of joint devices with erection of concrete formwork and placement of form accessories.

3.03 PLACING CONCRETE

- A. Notify Engineer and Owner's Representative minimum 48 hours prior to commencement of concreting operations.
- B. Place concrete in accordance with ACI 301 and FDOT Standard Specifications.
- C. Hot Weather Placement ACI 301.
- D. Cold Weather Placement ACI 301.
- E. Ensure reinforcement, inserts, embedded parts, formed joints are not disturbed during concrete placement.
- F. Place concrete continuously between predetermined construction and control joints. Do not break or interrupt successive pours such that cold joints occur.
- G. Contractor shall be responsible for means and methods to ensure concrete is poured in a dry area.
- H. Contractor needs to use mechanical vibrating equipment for consolidating concrete and should have a minimum of (2) two operable vibrators on the job.
- I. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- J. Saw cut curb joints within 24 hours after placing. Use 3/16 inch thick blade, cut 1/4 of slab thickness.
- K. Screed floors level, maintaining surface flatness of maximum 1/4 inch in 10 ft.

3.04 FINISHING

- A. Provide formed concrete walls, columns, beams that will be left exposed with a smooth formed finish in accordance with ACI 301. Unexposed areas are to be finished with a rough form finish in accordance with ACI 301.

- B. Finish concrete floor surfaces in accordance with ACI 301 steel trowel finish.
- C. Finish exterior walking surfaces with light broom.
- D. Provide 3/4" chamfer on all exposed concrete edges unless otherwise specified.

3.05 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Water cure concrete surfaces in accordance with ACI 301 for 7 days or apply curing compound.
- C. Contractor shall use curing compounds for vertical surfaces.

3.06 PATCHING

- A. Notify Engineer immediately upon removal of forms. No surfaces are to be patched or backfilled prior to being reviewed by the Engineer.
- B. Patch imperfections as requested by the Engineer or his field representative in accordance with ACI 301 and FDOT Standard Specifications.
- C. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.

3.07 DEFECTIVE CONCRETE

- A. Modify or replace concrete not conforming to required levels, lines, details, elevations, dimensions, tolerances, or specified requirements.
- B. Repair or replace concrete not properly placed will be determined by the Engineer or Owner's Representative.
- C. Unless the removal of a defective slab is required by the Engineer, defective surfaces, such as honeycomb, shall be cut out entirely until homogeneous concrete is met, even if it means going through the slab.
- D. Such areas shall be coated with an approved epoxy bonding material, which shall be applied in accordance with the manufacturer's instruction, before damp packing the area with a mix consisting of one part of Portland cement and two parts of sand and fine gravel, epoxy and sand mix, or any combination of materials and mixes as the situation dictates in the opinion of the Engineer.

- E. The water content of the damp-pack material shall be such that a ball of the mix may be squeezed in the hand without bringing free water to the surface.
- F. Damp-pack material shall be tamped into place and finished to match adjacent concrete surfaces.
- G. Particular care shall be taken that no sagging of the material will occur.
- H. The bond between any two layers of damp-pack shall be improved through the use of an approved epoxy bond agent.
- I. Surfaces which have been damp-packed shall be kept continuously damp during and for a period of not less than seven days after completing the damp-pack operation, by polyethylene coverings thoroughly taped to the original concrete surface in a manner that loss of moisture, evidence by lack of water droplets on the inside surface of the polyethylene, is avoided. If this moisture condition cannot be maintained, a continuous water cure may be required by the Engineer.
- J. Under no circumstances shall Contractor apply a plaster coat over the honeycomb areas to conceal the existence of the honeycomb in the concrete.
- K. Neither Embeco nor calcium chloride shall be used for filling honeycomb areas, nor shall they be mixed with damp-pack material.
- L. Any concrete with excess air entraining agent will be rejected.

3.08 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01410.
- B. Contractor will be required to contact Testing Lab to be present for concrete deliveries.
- C. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

END OF SECTION

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SECTION 03400
STRUCTURAL PRECAST CONCRETE

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Precast structures, manholes, and valve boxes.
- B. Connection and supporting devices.

1.02 REFERENCES

- A. ACI 301 - Structural Concrete for Buildings.
- B. ACI 318 - Building Code Requirements for Reinforced Concrete.
- C. ANSI/AWS D1.1 - Structural Welding Code.
- D. ANSI/AWS D1.4 - Structural Welding Code - Reinforcing Steel.
- E. ANSI/ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
- F. ANSI/ASTM A416 - Uncoated Seven-wire Stress-relieved Strand for Prestressed Concrete.
- G. ASTM A36 - Structural Steel.
- H. ASTM A153 - Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- I. ASTM A615 - Deformed and Plain Billet-steel Bars for Concrete Reinforcement.
- J. ASTM C150 - Portland cement.
- K. PCI MNL-116 - Manual for Quality Control for Plants and Production of Precast and Prestressed Concrete Products.
- L. PCI MNL-120 - Design Handbook - Precast and Prestressed Concrete.
- M. UL - Underwriters Laboratories.

1.03 RELATED SECTIONS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- B. Section 01410 – Testing Laboratory Services
- C. Section 03200 - Concrete Reinforcement

1.04 SUBMITTALS

- A. Submit under provisions of the Division 1 Specifications, Section 01300 - Submittals.
- B. Shop Drawings: Indicate layout, unit locations, fabrication details, unit identification marks, reinforcement, connection details, support items, dimensions, openings, and relationship to adjacent materials.

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with the requirements of PCI MNL-116.

1.06 QUALIFICATIONS

- A. Fabricator: Company specializing in manufacturing the work of this section with minimum five years documented experience.
- B. Erector: Company specializing in erecting the work of this section with five years documented experience approved by manufacturer.
- C. Design precast concrete members under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State of Florida.
- D. Welder: Qualified within previous 12 months in accordance with ANSI/AWS D1.1.

1.07 REGULATORY REQUIREMENTS

- A. Conform to ACI 318 and applicable local code for design load and construction requirements applicable to work of this Section.

1.08 PRE-INSTALLATION REQUIREMENTS

- A. Verify with Engineer any field cutting required for all openings.

1.09 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle products to site.
- B. Handle precast members in position consistent with their shape and design. Lift and support only from approved and designated support points.
- C. Lifting or Handling Devices: Capable of supporting member in positions anticipated during manufacture, storage, transportation, and erection.
- D. Protect members to prevent staining, chipping, or spalling of concrete.
- E. Mark each member with date of production and final position in structure.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Cement: Gray Portland, conforming to ASTM C150 Type II, 4,000 psi min. compressive strength.
- B. Aggregate, Sand, Water, and Admixtures: Determined by precast fabricator as appropriate to design requirements and PCI MNL-116.

2.02 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615 Grade 60, deformed steel bars.
- B. Welded Steel Wire Fabric: ASTM A185 Plain Type flat sheets galvanized.

2.03 ACCESSORIES

- A. Connecting and Supporting Devices: ASTM A36 carbon steel Plates, angles, items cast into concrete or items connected to steel framing members, inserts, conforming to PCI MNL-123; unfinished. Do not paint surfaces in contact with concrete or surfaces requiring field welding.
- B. Grout: Non-shrink, Non-metallic, minimum yield strength of 7,000 psi at 28 days.
- C. Bolts, Nuts and Washers: High strength steel type recommended for structural steel joints.
- D. Prime Paint: Zinc-rich alkyd type.

2.04 FABRICATION

- A. Fabrication procedure to conform to PCI MNL-116.
- B. Maintain plant records and quality control program during production of precast members. Make records available upon request.
- C. Ensure reinforcing steel, anchors, inserts, plates, angles, and other cast-in items are embedded and located as indicated on shop drawings.
- D. Tension reinforcement tendons as required to achieve design load criteria.
- E. Provide required openings with a dimension larger than 8 inches and embed accessories provided by other Sections, at indicated locations.

2.05 FINISHES

- A. Ensure exposed-to-view finish surfaces of precast concrete members are uniform in color and appearance.
- B. Cure members under identical conditions to develop required concrete quality and minimize appearance blemishes such as non-uniformity, staining, or surface cracking.
- C. Provide 3/4" chamfer on all exposed concrete edges unless otherwise specified.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that site conditions are ready to receive work and field measurements are as shown on Drawings.

3.02 PREPARATION

- A. Prepare support equipment for the erection procedure, temporary bracing, and induced loads during erection.

3.03 ERECTION

- A. Erect members without damage to structural capacity, shape, or finish. Replace or repair damaged members.

- B. Align and maintain uniform horizontal and vertical joints as erection progresses.
- C. Maintain temporary bracing in place until final support is provided.

3.04 PROTECTION

- A. Protect structures from damage caused by erection operations.

3.05 CLEANING

- A. Clean weld marks, dirt, or blemishes from surface of exposed structures.

END OF SECTION

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APPENDIX A

SiteSaver Detail

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APPENDIX B

SiteSaver Spec

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SECTION 33 44 43
VORTEX-TYPE HYDRODYNAMIC SEPARATORS

PART 1 GENERAL

1.1. SECTION INCLUDES

- A) Fabrication and installation of hydrodynamic separators for stormwater treatment as indicated on the drawings and as specified herein.

1.2. RELATED REQUIREMENTS

- A) Section 01 33 00 – Submittal Procedures
- B) Section 01 78 23 – Operation and Maintenance Data
- C) Section 02 32 00 – Geotechnical Investigations
- D) Section 03 62 00 – Non-Shrink Grouting
- E) Section 31 23 00 – Excavation and Fill
- F) Section 31 41 00 – Shoring
- G) Section 33 05 63 – Concrete Vaults and Chambers
- H) Section 33 08 40 – Commissioning of Stormwater Utilities
- I) Section 33 42 00 – Stormwater Conveyance

1.3. REFERENCES

A) ABBREVIATIONS AND ACRONYMS

- 1. AHJ: Authority Having Jurisdiction
- 2. MTD: Manufactured Treatment Device

B) REFERENCE STANDARDS

- 1. American Association of State Highway and Transportation Officials (AASHTO)
 - a. Standard Specification for Highway Bridges – 7th Edition
- 2. American Association of Testing and Materials (ASTM) (Latest Revision Referenced)
 - a. ASTM A-48 – Standard Specification for Gray Iron Castings
 - b. ASTM A-240 – Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications
 - c. ASTM A-320 – Standard Specification for Alloy-Steel and Stainless-Steel Bolting for Low-Temperature Service
 - d. ASTM A-615 – Standard Specification for Deformed and Plain, Carbon-Steel Bars for Concrete Reinforcement
 - e. ASTM A-1064 – Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
 - f. ASTM C-33 – Standard Specification for Concrete Aggregates
 - g. ASTM C-150 – Standard Specification for Portland Cement
 - h. ASTM C-857 - Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures
 - i. ASTM C-858 – Standard Specification for Underground Precast Concrete Utility Structures
 - j. ASTM C-891 – Standard Practice for Installation of Underground Precast Concrete Utility Structures

- k. ASTM C-990 – Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
 - l. ASTM D-3776 – Standard Test Methods for Mass Per Unit Area (Weight) of Fabric
 - m. ASTM D-3787 – Standard Test Method for Bursting Strength of Textiles – Constant-Rate-of-Traverse (CRT) Ball Burst Test
 - n. ASTM D-4886 – Standard Test Method for Abrasion Resistance of Geotextiles (Sandpaper/Sliding Block Method)
 - o. ASTM D-3887 – Standard Specification for Tolerances for Knitted Fabrics
 - p. ASTM D-4595 – Standard Test Method for Tensile Properties of Geotextiles by the Wide-Width Strip Method
 - q. ASTM E-3332 – Standard Test Method for Determining Trash and/or Debris Capture Performance of Stormwater Control Measures
 - 3. American Concrete Institute (ACI)
 - a. ACI-318 – Building Code Requirements for Structural Concrete
- 1.4. ADMINISTRATIVE REQUIREMENTS
 - A) The Contractor shall schedule a preinstallation meeting with the manufacturer no later than five (5) business days prior to delivery.
- 1.5. ACTION SUBMITTALS / INFORMATIONAL SUBMITTALS

The following shall be submitted by the Contractor in accordance with Section 01 33 00 – Submittal Procedures:

 - A) PRODUCT DATA
 - 1. MTD brochures or specification sheets
 - 2. Brochures or cut sheets of accessories and related components as indicated on the submittal drawings
 - B) SUBMITTAL DRAWINGS
 - 1. Submittal drawings are to detail the MTD's primary dimensions and elevations
 - 2. Pipe type, locations, provided pipe opening dimensions, and connection details
 - 3. Access opening locations, dimensions, and connection details
 - 4. Indicate all materials to be used and applicable material standards
 - 5. Design assumptions for structural analysis
 - C) CERTIFICATES
 - 1. Certification by a Professional Engineer licensed in the State of installation shall be submitted that the MTD meets or exceeds the structural design standards listed in this specification if engineering stamp and calculations are required by the Owner.
 - a. It is the responsibility of the Engineer of Record to verify that the design assumptions are acceptable for the proposed application.
 - 2. Certification by a Professional Engineer licensed in the State of installation shall be submitted that the MTD meets or exceeds the hydraulic design standards listed in this specification if engineering stamp and calculations are required by the Owner.
 - a. It is the responsibility of the Engineer of Record to verify that the design assumptions are acceptable for the proposed application.
 - 3. Certification letter from the New Jersey Department of Environmental Protection (NJDEP) stating that the MTD has met or exceeded the "New Jersey Department of Environmental Protection Laboratory Protocol to Assess Total Suspended Solids

Removal by a Hydrodynamic Sedimentation Manufactured Treatment Device” dated January 25, 2013.

D) MANUFACTURERS’ INSTRUCTIONS

1. Installation Manual
2. Inspection and Maintenance Manual
3. Inspection Checklist

1.6. QUALITY ASSURANCE

- A) The manufacturer of the MTD shall be one that is acceptable to the Engineer of Record, regularly engaged in the engineering, design, and production of systems developed for the treatment of stormwater runoff for at least five (5) years and which have a history of successful production.
- B) Upon request, the MTD manufacturer shall submit to the Engineer of Record a “Manufacturer’s Performance Report” stating that each MTD can achieve the specified performance criteria listed in these specifications. The Manufacturer’s Performance Report shall be supported by independent, third-party testing that has been verified by a nationally recognized entity such as the New Jersey Center for Advanced Technologies (NJCAT).

1.7. DELIVERY, STORAGE, AND HANDLING

- A) The MTD components shall be delivered to the jobsite by the manufacturer.
- B) The contractor shall provide all labor, equipment, and materials necessary to install the MTD as specified in the Drawings and the specifications herein.
- C) The contractor shall ensure the methods used to offload, store, and install the MTD components are done in a safe manner and do not damage the MTD.
- D) Any repair or replacement costs associated with events occurring after delivery is accepted shall be the responsibility of the contractor.
- E) Components shall be handled and stored in accordance with the manufacturer’s recommendations.

1.8. WARRANTY

- A) The MTD manufacturer shall guarantee the components against all manufacturer originated defects in materials or workmanship for a period of five (5) years from the date of delivery.
- B) The manufacturer shall be notified of warranty claims in writing within the referenced warranty period. The manufacturer, upon its determination, shall repair, correct, or replace any manufacturing defects identified by the written notice.
- C) The use of MTD components shall be limited to the application for which it was specifically designed.

PART 2 PRODUCTS

2.1. MANUFACTURERS

- A) The indicated manufacturer is the basis of design.
- B) The MTD shall be a SiteSaver as manufactured by StormTrap LLC, 1287 Windham Parkway, Romeoville, IL 60446. Phone (815) 941-4663. Fax (331) 318-5347. Website www.stormtrap.com. Local Representative: Taylor Maldonado, 561-879-5768
- C) SUBSTITUTION LIMITATIONS
 1. Any other manufacturers shall submit substitution request in accordance with Section 01 25 00 – Substitution Procedures.

2. Alternate MTDs must demonstrate compliance with the specifications herein and submissions for substitutions require review and approval by the Engineer of Record for hydraulic performance, impact to project designs, equivalent treatment performance, and any required project plan and report modifications that would be required by the approving jurisdictions/agencies.
3. No product substitutions shall be accepted unless submitted ten (10) business days prior to the project bid date, or as directed by the Engineer of Record.
4. Contractor to coordinate with the Engineer of Record on any applicable modifications to the project estimates of cost, bonding amount determinations, plan check fees for changes to approved documents, and/or any other regulatory requirements resulting from the product substitution.
 - a. Costs for reviewing submittals for alternative MTDs shall be the Contractor's or substituting Manufacturer's responsibility.

2.2. DESCRIPTION

- A) A stormwater MTD that is housed in a precast concrete vault structure. The MTD shall capture trash, debris, sediment, particulate bound nutrients and metals, and hydrocarbon particles, as appropriate.
- B) MTD capacities shall not be less than the values listed in Section 2.3.B.
- C) The MTD must include the capability to partition flows, causing treatment flows to be diverted thru the internal components and flows exceeding the treatment capacity of the MTD (bypass flows) shall divert over the internal components to prevent washout of previously retained pollutants.
- D) The primary mechanism for hydrodynamic treatment shall utilize inclined channels that provide an effective settling area greater than the system footprint.
 1. The use of rotational or "swirling" flow as the mechanism for hydrodynamic treatment shall not be permitted.
 2. The use of tangential inlet pipes shall not be permitted.
- E) The clear opening of the access frames and covers that provide access for inspection and maintenance activities shall be 24 inches or greater in the shortest dimension.
 1. Removal of pollutants from the MTD shall be possible without confined space entry.

2.3. PERFORMANCE / DESIGN CRITERIA

- A) PERFORMANCE CRITERIA
 1. Performance of the MTD shall be based on independent, third-party, commercial scale laboratory testing.
 - a. The laboratory protocol used as the basis of product performance shall be per the "New Jersey Department of Environmental Protection Laboratory Protocol to Assess Total Suspended Solids Removal by a Hydrodynamic Sedimentation Manufactured Treatment Device" dated January 25, 2013.
 - b. The laboratory testing shall be verified by a nationally recognized entity such as the New Jersey Center for Advanced Technologies (NJCAT).
 - c. The MTD shall be certified by the New Jersey Department of Environmental Protection (NJDEP) for online and offline use.
 2. The MTD shall be designed such that the maximum head loss throughout the device in a clean condition does not exceed four (4") at the design flow rate.

3. The MTD shall be sized to achieve a pollutant reduction as required by applicable AHJs.
 - a. Product performance claims shall not be based upon event based average annual reduction methodologies.
 - b. The MTD shall have a surface hydraulic loading rate not to exceed XX gpm/ft².

B) CAPACITIES

- | | | |
|-------------------------------------|-------------|----------------------------|
| 1. Water Quality Flow Rate | 24 CFS | (as indicated on drawings) |
| 2. Peak Flow Rate | 54 CFS | (as indicated on drawings) |
| 3. MTD Peak Design Velocity | 5 ft/sec | |
| 4. Effective Settling Area | 387.18 S.F. | (as indicated on drawings) |
| 5. Sediment Capacity | 155 C.F. | (as indicated on drawings) |
| 6. Trash/Debris Capacity | 125 C.F. | (as indicated on drawings) |
| 7. Net/Screen Opening Size | 1/2 Inch | (as indicated on drawings) |
| 8. Net/Screen Dimensions (W"xH"xL") | 30x60x120 | (as indicated on drawings) |

2.4. MATERIALS

A) Housing Unit

1. The housing unit of the MTD shall be constructed of precast concrete. Precast components shall conform to applicable sections of ACI-318, ASTM C-857, ASTM C-858, and the following:
 - a. Concrete shall achieve a minimum twenty-eight (28) day compressive strength of six-thousand (6000) pounds per square-inch (psi);
 - b. Unless otherwise noted, the precast concrete sections shall be designed to withstand lateral earth and AASHTO HS-20 traffic loads;
 - 1) Minimum/Maximum Cover: As indicated on drawings.
 - 2) Minimum Soil Pressure: As indicated on drawings.
 - 3) Groundwater: At or below invert of system.
 - 4) Lateral soil pressures shall be determined using:
 - a) Equivalent Unsaturated Lateral Active Earth Pressure: 35 psf/ft
 - b) Equivalent Saturated Lateral Active Earth Pressure: 80 psf/ft when groundwater is above invert.
 - 5) Vertical soil pressures shall be determined using:
 - a) Live Load: AASHTO HS-20
 - b) Dead Load: 120 pcf cover fill unit weight.
 - 6) Engineer of Record to verify geotechnical requirements.
 - 7) Lateral Seismic Surcharge loading provided by project Engineer of Record. Housing unit shall be designed without seismic surcharge loading if seismic information is not provided by the Engineer of Record.
 - c. Cement shall be Portland Cement conforming to ASTM C-150;
 - d. Aggregates shall conform to ASTM C-33, except that the requirements for gradation shall not apply;
 - e. Reinforcing steel shall consist of wire and welded steel wire conforming to ASTM A-1064 or of bars conforming to ASTM A-615;
 - f. Concrete clear cover for reinforcing steel shall conform to ACI-318.

2. Sections shall have tongue and groove or ship-lap joints with a sealing compound conforming to ASTM C-990.
3. Pipe openings shall be sized to accept pipes of the specified sizes and materials and shall be sealed by the contractor.

B) Access Openings

1. Sizes: as indicated on drawings.
2. Hatches intended for net maintenance (if applicable) shall be provided with a lockable latch and lift springs or comparable prop up mechanisms to hold the hatch doors in an opened position.
 - a. Minimum net maintenance hatch clear opening: as indicated on drawings.
 - b. Minimum clear opening shall be the width of the net frame plus six inches or greater.
3. Manhole castings for system access shall be bolt down lids made of cast-iron conforming to ASTM A-48 Class 30 and designed to withstand AASHTO HS-20 loadings.
 - a. Minimum cover clear opening: as indicated on drawings.
 - b. Access covers shall provide a minimum of twenty-four (24) inch clear opening.
4. Size and location of access openings shall be determined by the manufacturer.
5. Manhole steps shall be installed as shown on the drawings and in conformance with OSHA requirements.

C) Internal Components

1. All internal components (mounting and support system, guide rails, and inclined plates) shall be designed and constructed to withstand all anticipated loadings associated with the fabrication, shipping, installation, and operation of the equipment.
 - a. Anticipated operational loadings shall be based upon the values as indicated on the drawings and the values listed in Section 2.3.B.

D) Screening Basket (applicable if indicated on drawings)

1. The screening basket shall be designed and constructed to withstand all anticipated loadings associated with the fabrication, shipping, installation, and operation of the equipment.
 - a. Anticipated operational loadings shall be based upon the values as indicated on the drawings and the values listed in Section 2.3.B.
2. The opening size and dimensions of the screening baskets shall be sized as indicated on the drawings and the values listed in Section 2.3.B.

E) Disposable Netting Assemblies (applicable if indicated on drawings)

1. The disposable netting assemblies shall be constructed of a knotless, knitted, synthetic mesh material mounted on a frame constructed of wood or a single piece molded polyethylene plastic frame. The netting material shall be secured to the frame in a manner that exceeds the yield strength of the netting material.
2. The netting assemblies shall be of adequate size and shape to withstand the values listed in Section 2.3.B.
3. The netting and frame shall be sized as indicated on drawings and Section 2.3.B.
4. The composition, denier, and the method of knitting the netting material shall be such that the finished material meets or exceeds the following parameters:

- a. The material testing shall be determined by an independent, third-party, testing laboratory accredited to perform the test contained within this section. The manufacturer shall provide copies of these test results at the request of the Engineer or Owner.

	SD-0.375"	HD-0.375"	SD-1.00"	HD-1.00"	HD-5mm
Mass/Unit Area of Fabric (ASTM D 3776, Option C)					
Mass/Unit Area (oz/yd ²)	15.91	21.55	7.63	7.26	14.58
Tolerances for Knitted Fabrics (ASTM D 3887)					
Whales per Inch	1.34	1.20	0.66	0.51	2.77
Counts per Inch	2.32	1.89	0.90	0.94	4.75
Bursting Strength of Textiles: CRT Test (ASTM D 3787)					
Puncture Resistance (lbs)	584	654	288	377	435
Abrasion Resistance of Geotextiles (ASTM D 4886)					
Tensile Strength (ppi) - Baseline	152	222	100	115	101
Tensile Strength (ppi) - Abraded	198	252	89	105	119
Tensile Properties of Geotextiles (ASTM D 4595)					
Ultimate Strength (lbs)	1059	1566	440	809	766
Ultimate Strength (ppi)	132	196	55	101	96
Break Elongation (%)	59	75	67	88	76
*SD denotes Standard Duty. HD denotes Heavy Duty.					

F) Mounting Hardware

1. All mounting hardware shall be made of 304SS or 316SS conforming to ASTM A-240 or ASTM A-320 unless indicated otherwise on the drawings.
2. Internal components shall be secured together using mounting hardware comprised of bolts, nuts, and washers of adequate size and numbers to withstand the anticipated loadings.
3. Internal components shall be secured to the housing unit using "drill-in" type anchors.
4. The manufacturer shall supply all necessary hardware required to install the supplied components.

2.5. ACCESSORIES

- A) Use of accessories shall be as indicated on submittal drawings.
- B) Refer to accessory manufacturers as indicated on submittal drawings for specific product details.

2.6. INSPECTION

- A) The MTD shall be subject to inspection by the Engineer of Record or the Owner's Representative at either the place of manufacture or the jobsite. All components are subject to be rejected or identified for repair if the quality of materials and manufacturing do not comply with the requirements of this specification. Components which have been identified as defective may be subject for repair. Final acceptance of the component is at the discretion of the Engineer of Record.

PART 3 EXECUTION

3.1. EXAMINATION

- A) Review installation procedures and coordinate installation with preparation and adjacent work, including but not limited to grading, excavation, utilities, or erosion control.

- B) Do not permit loads greater than the design loads over completed MTD installation.

3.2. PREPARATION

- A) Verify in field, before installation, that pertinent dimensions and soil conditions are satisfactory, including but not limited to, groundwater conditions and soil bearing capacity.
 - 1. If field conditions are unsatisfactory, or an obstruction is present, notify the Engineer of Record of observed conditions. Do not commence system installation until conditions have been corrected and are deemed satisfactory.

3.3. INSTALLATION

- A) The contractor shall inspect and accept the MTD components prior to unloading the components. Commencement of installation constitutes acceptance of the MTD components.
 - 1. If any components are damaged prior to unloading, the contractor shall notify the manufacturer immediately. Failure to notify the manufacturer prior to unloading or any field modifications may void all associated warranties and manufacturer liability.
- B) The MTD shall be installed by the contractor in accordance with ASTM C-891, the site plans, the manufacturer's recommendations, the specifications herein, and per the approved submittal drawings.
- C) Backfill the MTD as soon as possible and in accordance with ASTM C-891, the site plans, the manufacturer's recommendations, the specifications herein, and per the approved submittal drawings.
- D) Any damage during delivery or installation shall be repaired or replaced at the discretion of the manufacturer.

3.4. FIELD QUALITY CONTROL

- A) MANUFACTURER SERVICES
 - 1. At the time and place of the MTD installation, the manufacturer shall offer to provide a Product Liaison onsite to offer installation guidance and delivery coordination to the installing contractor at no additional expense.
 - 2. Contractor shall notify the manufacturer a minimum of five (5) business days prior to the installation date to allow performance of the services included in this subsection.

3.5. PROTECTION

- A) Prior to site stabilization, the MTD shall be reasonably protected from construction debris and excessive sediment runoff entering the device.
- B) Prior to transfer of operational responsibility to the Owner, the contractor shall remove all loose material from the MTD.

3.6. MAINTENANCE

- A) The maintenance of the MTD is the responsibility of the Owner. Each site has unique site conditions. It is the responsibility of the Owner to establish a maintenance schedule according to the conditions of the specific location and AHJ requirements.
 - 1. Failure to maintain the device can lead to reduced flow capacities and blockage due to collected pollutants.
 - 2. It is strongly recommended that the Owner follow the prescribed maintenance specifications and procedures provided by the MTD manufacturer.

- B) It is the responsibility of the Owner to keep a record of any inspection and maintenance activities performed, amount and description of all materials collected, and the condition of the MTD.
- C) All materials collected within the MTD shall be transported and disposed of at an approved facility for disposal in accordance with local and state requirements.

END OF SECTION

EXHIBIT B
CITY OF OKEECHOBEE
SE 4th STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
BID UNIT PRICE SCHEDULE

ITEM NO.	DESCRIPTION	UNIT MEASURE	EST. QTY.	UNIT PRICE	AMOUNT
1	MOBILIZATION	LS	1		
2	PROFESSIONAL VIDEOTAPING OF SITE CONDITIONS	LS	1		
3	SURVEY LAYOUT AND RECORD DRAWINGS	LS	1		
4	MAINTENEANCE OF TRAFFIC	LS	1		
5	HYDRODYNAMIC SEPARATOR	LS	1		
6	48" RCP	LF	1		
7	SITE RESTORATION	LS	1		
TOTAL BID AMOUNT					
(Based on Bid Unit Prices & Estimated Quantities)					

Bidders Company Name _____

NOTE: This Bid is on a unit price basis. The total estimated amount is for Bid comparison purposes only. The Contractor should field verify the actual site conditions prior to time of bidding and before submitting the Bid proposal. The Contractor should read the special conditions and the requirements for insurance before submitting a Bid proposal. The Contractor shall furnish the City of Okeechobee with a Payment and Performance Bond in 100 percent (100%) of the total estimated amount of the contract. The Payment and Performance Bond shall continue in effect for one (1) year after completion and acceptance of the work as guarantee against construction defects. The Contractor in his Bid shall include the cost of said bond.

I have attached the required 5 percent (5%) Bid Security to this Bid.

Bidder: _____ Date: _____
(Company Name)

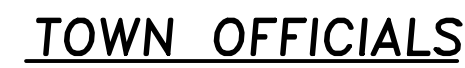
By: _____ Title: _____
(Signature)
 _____ Email: _____
(Printed Name)

Mailing Address: _____

Office Number: _____ Fax Number: _____

**EXHIBIT C
CITY OF OKEECHOBEE
SE 4th STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
PROJECT PLANS**

Plotted By:Kummerlen, Kyla Sheet Set:City of Quecheesee SE 4th Street Drainage Improvements Layout:G-1 COVER SHEET May 04, 2023 04:02:20pm K:\WPB_WaterResources\City of Quecheesee\242131002_SE 4th St. Drainage Imprv. Design\CAD\PlanSheets\G-1 COVER SHEET.dwg



DOWLING R. WATFORD, JR.
GARY RITTER
MONICA CLARK
BOB JARRIEL
BOBBY KEEFE



G-1	COVER SHEET
G-2	GENERAL NOTES
C-1	DRAINAGE PLAN
D-1	DRAINAGE DETAILS
	SURVEY

BIDSET

Now what's **below**.
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SUNSHINE STATE ONE CALL OF FLORIDA, INC. 

[illegible]

Plotted By:Kummerlen, Kayla Sheet Set:City of Okeechobee SE 4th Street Drainage Improvements Layout:G--2 GENERAL NOTES May 04, 2023 04:02:32pm K:\WPB_WaterResources\City of Okeechobee\242131002_SE 4th St. Drainage Imprv. Design\CAD\PlanSheets\G--2 GENERAL NOTES.dwg

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GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITIES AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. ALL WORK SHALL BE PERFORMED IN A PROFESSIONAL MANNER AND SHALL CONFORM WITH ALL APPLICABLE CITY, COUNTY, STATE, AND FEDERAL REGULATIONS AND/OR CODES.
2. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME THAT THE SITE PLAN WAS DEVELOPED. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE COMMENCING ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 48 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. A LIST OF THE UTILITY COMPANIES WHICH THE CONTRACTOR MUST CALL BEFORE COMMENCING WORK IS PROVIDED BELOW. THIS LIST SERVES AS A GUIDE ONLY AND IS NOT INTENDED TO LIMIT THE UTILITY COMPANIES WHICH THE CONTRACTOR MAY WISH TO NOTIFY.

CITY OF OKEECHOBEE UTILITIES
100 SW 5TH AVE
OKEECHOBEE, FL 34974
PROJECT CONTACT: JOHN HAYFORD

CENTURY LINK
899 NW 6TH ST
OKEECHOBEE, FL 33460
BILL MCCLLOUD

COMCAST
3960 RCA BLVD STE 6002
PALM BEACH GARDENS, FL 33410
MICHAEL CONNNELL

FLORIDA POWER AND LIGHT
700 UNIVERSE BLVD.
JUNO BEACH, FL 33408
JOEL BRAY

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS, LICENSES, AND BONDS AS REQUIRED PRIOR TO CONSTRUCTION. CONTRACTOR SHALL OBTAIN COPIES OF AND FAMILIARIZE HIMSELF AND HIS SUBCONTRACTORS WITH THE PERMIT CONDITIONS OF ALL OWNER OBTAINED PERMITS FOR THE WORK.
5. THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION) AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO COMMENCING WORK.
6. ANY DISCREPANCIES ON THE DRAWINGS, INCLUDING ALL DEVIATION FROM THE EXISTING UTILITY SIZE AND LOCATIONS SHOWN ON THE PLANS, SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.
7. THE CONTRACTOR SHALL PROVIDE VIDEO DOCUMENTATION OF THE EXISTING SITE CONDITIONS AND EXISTING UTILITY CONDITIONS AS REQUIRED BY THE OWNER PRIOR TO CONSTRUCTION. VIDEO DOCUMENTATION SHALL BE CONDUCTED BY A PROFESSIONAL WITH EXPERIENCE WITH VIDEO DOCUMENTATION OF SIMILAR PROJECTS AND EXISTING UTILITIES. ALL VIDEO DOCUMENTATION COSTS WILL BE THE CONTRACTORS RESPONSIBILITY.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER/ENGINEER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER/ENGINEER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.
9. ACCESS TO ADJACENT PROPERTIES SHALL BE MAINTAINED TO THE GREATEST EXTENT PRACTICAL. WHEN ACCESS CANNOT BE MAINTAINED, THE TIME OF NON-ACCESS SHALL BE MINIMIZED AND CLOSELY COORDINATED WITH THE PROPERTY OWNER.
10. ANY DAMAGE TO PRIVATE PROPERTY MADE BY THE CONTRACTOR SHALL BE PROMPTLY REPAIRED TO AN EQUAL OR BETTER CONDITION AS IT WAS BEFORE COMMENCEMENT OF THE WORK. ALL REPAIR COSTS WILL BE THE CONTRACTOR'S RESPONSIBILITY.
11. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.

PRECONSTRUCTION RESPONSIBILITIES

1. UPON RECEIPT OF NOTICE OF AWARD, THE CONTRACTOR SHALL ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, ALL AFFECTED UTILITY OWNERS, THE OWNER, THE ENGINEER AND ITSELF
2. THE CONTRACTOR SHALL CONTACT "SUNSHINE STATE ONE CALL OF FLORIDA, INC. (811) AT LEAST 48 HOUSE PRIOR TO BEGINNING ANY EXCAVATION.
3. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.
4. EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES SHOWN OR FOR ANY EXISTING UTILITIES NOT SHOWN.
5. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.

CONSTRUCTION SAFETY

1. ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) SHALL BE STRICTLY OBSERVED.

DEMOLITION NOTES

1. REFER TO THE SITE PLAN FOR ADDITIONAL DETAILS OF EXISTING STRUCTURES, ETC., LOCATED WITHIN THE PROJECT SITE. UNLESS OTHERWISE NOTED, ALL EXISTING STRUCTURES, SLABS, PIPES, CONCRETE, ASPHALT, DEBRIS PILES, AND ALL APPURTENANCES SHALL REMAIN. ANY ITEMS NOTED ON THE PLANS TO BE REMOVED SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR AND PROPERLY DISPOSED OF IN A LEGAL MANNER AS PART OF THIS CONTRACT. SOME ITEMS TO BE REMOVED MAY NOT BE DEPICTED ON THE SITE PLAN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND DETERMINE THE FULL EXTENT OF ITEMS TO BE REMOVED. IF ANY ITEMS ARE IN QUESTION, THE CONTRACTOR SHALL CONTACT THE OWNER PRIOR TO REMOVAL OF SAID ITEMS.
2. THE CONTRACTOR SHALL REFER TO THE PLANS FOR DEMOLITION/PRESERVATION OF EXISTING TREES AND LANDSCAPING. ALL TREES AND LANDSCAPING NOT SPECIFICALLY SHOWN TO BE REMOVED OR RELOCATED SHALL BE PRESERVED AS A PART OF THIS CONTRACT. TREE/LANDSCAPING PROTECTION FENCING SHALL BE INSTALLED PRIOR TO ANY DEMOLITION.
3. ALL OUTLETS/ ELECTRICAL CONDUITS AND SERVICES TO REMAIN AND BE PROTECTED UNLESS OTHERWISE NOTED.
4. LANDSCAPING ELEMENTS, TREES, ETC. MAY REQUIRE TEMPORARY RELOCATION TO COMPLETE THE WORK AS SHOWN. CONTRACTOR TO STORE, PROTECT, AND REINSTALL THESE ITEMS UPON COMPLETION OF THE WORK. CONTRACTOR TO COORDINATE WITH PROPERTY OWNER FOR REMOVAL/REINSTALLATION OF THESE ITEMS.

PAVING, GRADING AND DRAINAGE NOTES

1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN THE RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATIONS AND STANDARDS (LATEST EDITION) AS APPROPRIATE.
2. ALL ELEVATIONS SHOWN REFER TO NAVD 1988.
3. CONTRACTOR TO APPLY FOR AND MAINTAIN APPROPRIATE DEWATERING PERMIT(S) FOR GOVERNING AGENCIES AND ABIDE BY TERMS AND CONDITIONS OF PERMITS DURING CONSTRUCTION.
4. CONSTRUCT/REPLACE CURBING IN ACCORDANCE WITH FDOT STANDARD INDEX 520-001 OR PROJECT DETAILS AS APPLICABLE
5. THE CONTRACTOR SHALL GRADE THE SITE TO RESTORE THE EXISTING DRAINAGE PATTERNS AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL.
6. EXISTING PAVEMENT TO BE DISTURBED SHALL BE REPAIRED IN ACCORDANCE WITH THE TRENCH RESTORATION DETAILS.
7. WHERE EXISTING PAVEMENT IS TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW CUT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.
8. WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.
9. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
10. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH SPECIFICATIONS, THE LOCAL JURISDICTIONAL AGENCY, OR TO FDOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT REQUIREMENT SHALL GOVERN.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
12. THE CONTRACTOR SHALL TAKE ALL REQUIRED MEASURES TO CONTROL TURBIDITY, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THEREAFTER, THE CONTRACTOR MUST REMOVE THE BARRIERS. AT NO TIME SHALL THERE BE ANY OFF-SITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTER 17-302, FLORIDA ADMINISTRATIVE CODE.
13. SOD, WHERE REQUIRED FOR RESTORATION, MUST BE INSTALLED AND MAINTAINED ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETING FINAL GRADING, AND AT ANY OTHER TIME AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.

UTILITY NOTES

1. THE CONTRACTOR SHALL CONSTRUCT ALL IMPROVEMENTS AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS, EQUIPMENT, MACHINERY, TOOLS, MEANS OF TRANSPORTATION AND LABOR NECESSARY TO COMPLETE THE WORK IN FULL AND COMPLETE ACCORDANCE WITH THE SHOWN, DESCRIBED AND REASONABLY INTENDED REQUIREMENTS OF THE CONTRACT DOCUMENTS AND CITY OF OKEECHOBEE REQUIREMENTS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
2. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS FOR UTILITY LOCATION AND COORDINATION IN ACCORDANCE WITH THE NOTES CONTAINED IN THE GENERAL CONSTRUCTION SECTION OF THIS SHEET.
3. DEFLECTION OF PIPE JOINTS AND CURVATURE OF PIPE SHALL NOT EXCEED 75% OF THE MANUFACTURER'S SPECIFICATIONS. SECURELY CLOSE ALL OPEN ENDS OF PIPE AND FITTINGS WITH A WATERTIGHT PLUG WHEN WORK IS NOT IN PROGRESS. THE INTERIOR OF ALL PIPES SHALL BE CLEAN AND JOINT SURFACES WIPED CLEAN AND DRY AFTER THE PIPE HAS BEEN LOWERED INTO THE TRENCH.
4. ALL PHASES OF INSTALLATION, INCLUDING UNLOADING, TRENCHING, LAYING AND BACK FILLING, SHALL BE DONE IN A WORKMANLIKE MANNER. ALL PIPE AND FITTINGS SHALL BE CAREFULLY STORED FOLLOWING MANUFACTURER'S RECOMMENDATIONS. CARE SHALL BE TAKEN TO AVOID DAMAGE TO THE COATING OR LINING IN ANY D.I. PIPE FITTINGS. ANY PIPE OR FITTING WHICH IS DAMAGED OR WHICH HAS FLAWS OR IMPERFECTIONS WHICH, IN THE OPINION OF THE ENGINEER OR OWNER, RENDERS IT UNFIT FOR USE, SHALL NOT BE USED. ANY PIPE NOT SATISFACTORY FOR USE SHALL BE CLEARLY MARKED AND IMMEDIATELY REMOVED FROM THE JOB SITE, AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
5. ALL UTILITY AND STORM DRAIN TRENCHES LOCATED UNDER AREAS TO RECEIVE PAVING SHALL BE COMPLETELY BACK FILLED IN ACCORDANCE WITH THE GOVERNING JURISDICTIONAL AGENCY'S SPECIFICATIONS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
6. ALL UNDERGROUND LINES, INSTALLED OR OBSERVED, SHALL BE SURVEYED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR BEFORE BACK FILLING. SEE SPECIFICATION FOR ADDITIONAL REQUIREMENTS.
7. CONTRACTOR SHALL PERFORM, AT HIS OWN EXPENSE, ANY AND ALL TESTS REQUIRED BY THE SPECIFICATIONS AND/OR ANY AGENCY HAVING JURISDICTION. THESE TESTS MAY INCLUDE, BUT MAY NOT BE LIMITED TO, INFILTRATION AND EXFILTRATION, TELEVISION INSPECTION, LAMP AND MANDREL TESTING ON GRAVITY SEWERS, AND PRESSURE TESTING ON OTHER NON-POTABLE PRESSURE PIPELINES. A COPY OF THE TEST RESULTS SHALL BE PROVIDED TO THE UTILITY PROVIDER, OWNER AND JURISDICTIONAL AGENCY AS REQUIRED.
8. WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLES BEING BROUGHT ON SITE.

BIDSET

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811
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PHONE: 561-845-0665 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM REGISTRY NO. 696

KHA PROJECT
242131001

DATE
MAY 2023

SCALE AS SHOWN

DESIGNED BY BAJ

DRAWN BY KJK

CHECKED BY LKS

SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ007

PREPARED FOR THE
CITY OF OKEECHOBEE

CITY OF
OKEECHOBEE

FLORIDA

LICENSED PROFESSIONAL

LAUREN K. SMITH, P.E.

FLORIDA LICENSE NUMBER
94957

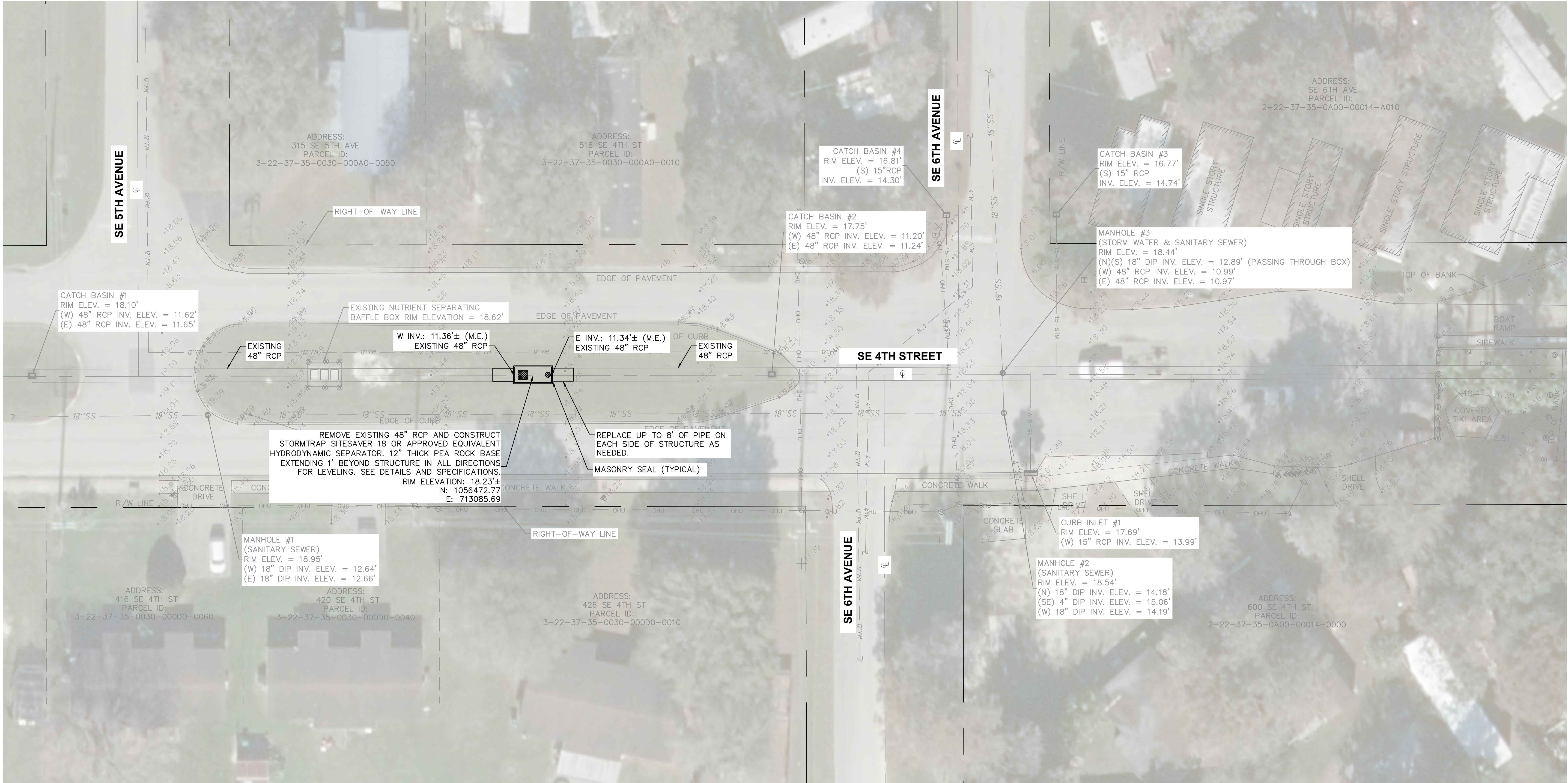
DATE: MAY 2023

SHEET NUMBER

G-2

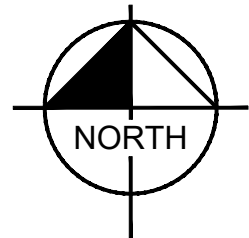
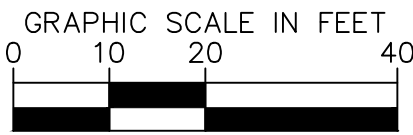
GENERAL NOTES

Plotted By:Kummerlen, Kaya Sheet Set:City of Okeechobee SE 4th Street Drainage Improvements Layout:C-1 DRAINAGE PLAN May 04, 2023 04:02:49pm K:\WPB_WaterResources\City of Okeechobee\242131002_SE 4th St. Drainage Impr.v. Design\CAD\PlanSheets\C-1 DRAINAGE PLAN.dwg
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NOTES:

1. CONTRACTOR WILL BE REQUIRED TO MAINTAIN BYPASS PUMPING IN THE INSTANCE OF ANY STORM EVENT THROUGHOUT THE DURATION OF THE PROJECT. BYPASS PUMPING WILL REQUIRE PUMPING FROM CATCH BASIN #1 TO CATCH BASIN #2. SEE TECHNICAL SPECIFICATIONS FOR MORE DETAIL ON BYPASS PUMPING REQUIREMENTS.
2. CONTRACTOR IS RESPONSIBLE FOR FURNISHING PROPER MAINTENANCE OF TRAFFIC IN ACCORDANCE WITH REGULATORY STANDARDS AND CURRENT FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS (FDOT INDEX 102 SERIES) AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, REVISIONS 1, 2, AND 3. THE CONTRACTOR SHALL PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN FOR APPROVAL TO THE CITY OF OKEECHOBEE AND ALL APPLICABLE AGENCIES.
3. PRECONSTRUCTION VIDEO SHALL INCLUDE ENTIRE LENGTH OF SE 4TH STREET BETWEEN SE 5TH AVENUE AND SE 6TH AVENUE AND MATERIAL LAYDOWN AREA.



No.	REVISIONS	DATE	BY

Kimley»Horn

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WWW.KIMLEY-HORN.COM REGISTRY NO. 696

KHA PROJECT	242131001
DATE	MAY 2023
SCALE	AS SHOWN
DESIGNED BY	BAJ
DRAWN BY	KJK
CHECKED BY	LKS

SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ007

PREPARED FOR THE
CITY OF OKEECHOBEE

CITY OF
OKEECHOBEE

FLORIDA

LICENSED PROFESSIONAL
LAUREN K. SMITH, P.E.
FLORIDA LICENSE NUMBER
94957
DATE: MAY 2023

DRAINAGE PLAN

SHEET NUMBER

C-1

BIDSET

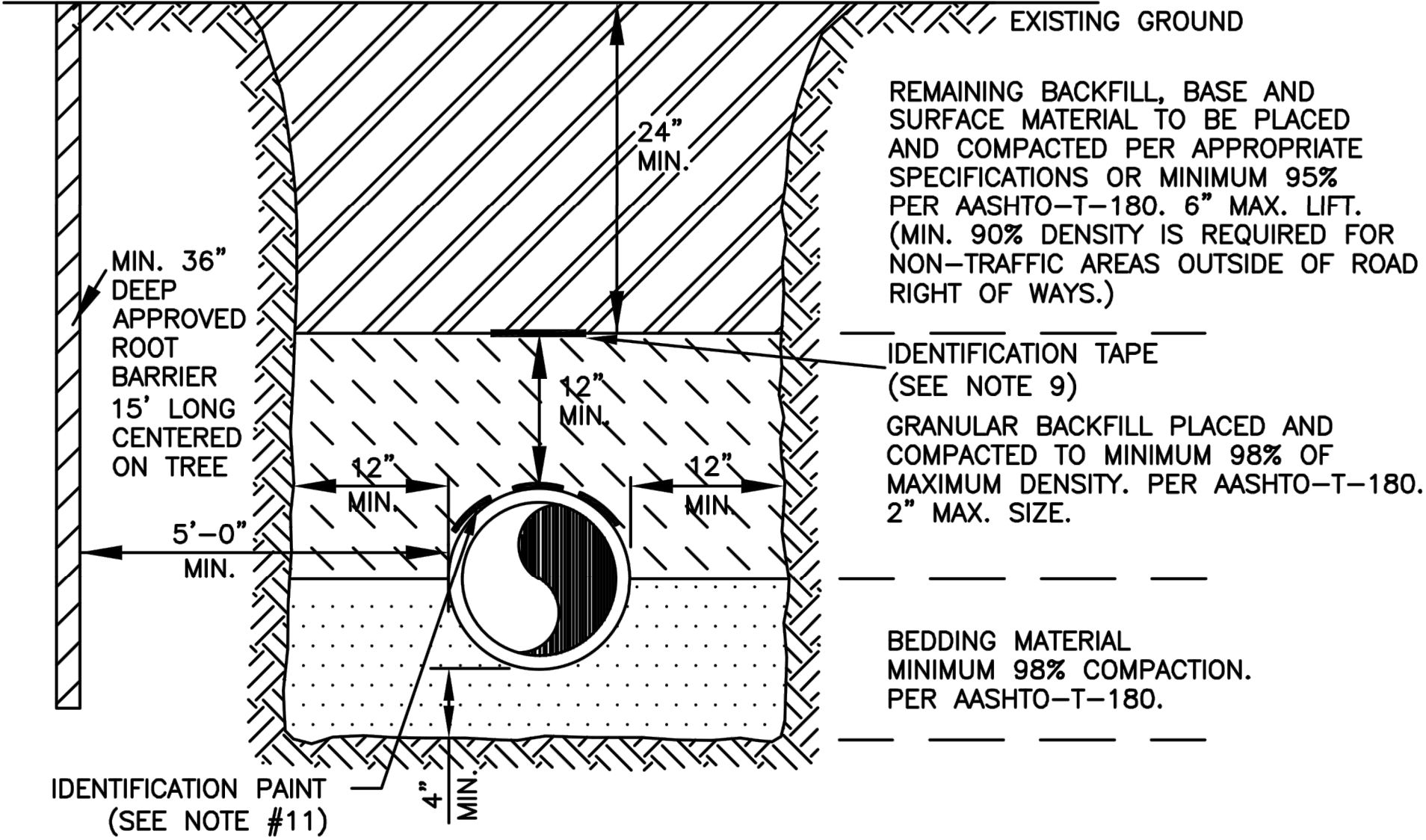
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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Plotted By:Kummerlen, Kayla Sheet Set:City of Okeechobee SE 4th Street Drainage Improvements Layout:D-1 DRAINAGE DETAILS May 04, 2023 04:02:59pm K:\WPB_WaterResources\City of Okeechobee\242131002_SE 4th St. Drainage Impr.v. Design\CAD\PlanSheets\D-1 DRAINAGE DETAILS.dwg
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NOTES:

1. BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8"- 7/8" SIZING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE HAUNCHES.
3. THE PIPE SHALL BE PLACED IN A DRY TRENCH.
4. BACKFILL SHALL BE FREE OF UNSUITABLE MATERIAL SUCH AS LARGE ROCK, MUCK AND DEBRIS.
5. DENSITY TESTS ARE REQUIRED IN 1 FOOT LIFTS ABOVE THE PIPE AT INTERVALS OF 400' MAXIMUM, MINIMUM 1 SET OF TESTS FOR EACH WASTEWATER GRAVITY MAIN RUN, OR AS DIRECTED BY THE INSPECTOR.
6. THE DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH ALL TRENCH SAFETY LAWS AND REGULATIONS.
7. SEE SEPARATE DETAILS FOR "PIPE INSTALLATION UNDER EXISTING PAVEMENT - OPEN CUT."
8. THE AFFECTED AREA SHALL BE RESTORED TO EQUAL OR BETTER CONDITION OR AS SPECIFIED IN PERMIT/CONTRACT DOCUMENTS.
9. APPROVED MAGNETIC TAPE IS REQUIRED FOR: ALL POTABLE WATER MAINS, FORCE MAINS AND RECLAIMED WATER MAINS. THE TAPE SHALL BE INSTALLED MAX. 24" BELOW FINISHED GRADE.
10. ROOT BARRIER IS REQUIRED FOR APPROVED TREE INSTALLATION CLOSER THAN 10 FEET FROM UTILITY FACILITIES.
11. CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DIP/PCCP WATER MAINS (BLUE), DIP SEWER MAINS (GREEN), AND DIP RECLAIMED WATER MAINS (PURPLE).
12. PERMANENT ABOVE GROUND UTILITY MARKER SHALL BE INSTALLED IF REQUIRED BY PROPERTY OWNER GRANTING THE PIPE INSTALLATION PERMIT.
13. FOR PIPE INSTALLATIONS IN ROAD RIGHTS-OF-WAY, ROAD OWNER'S PERMIT SPECIFICATIONS SHALL APPLY.

TRENCH RESTORATION DETAIL

N.T.S.

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Kimley»Horn

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PREPARED FOR THE
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CITY OF
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LICENSED PROFESSIONAL

LAUREN K. SMITH, P.E.

FLORIDA LICENSE NUMBER
94957

DATE: MAY 2023

DRAINAGE DETAILS

SHEET NUMBER

D-1

GRAPHIC SCALE



1 INCH = 20 FT.
(INTENDED DISPLAY SCALE)

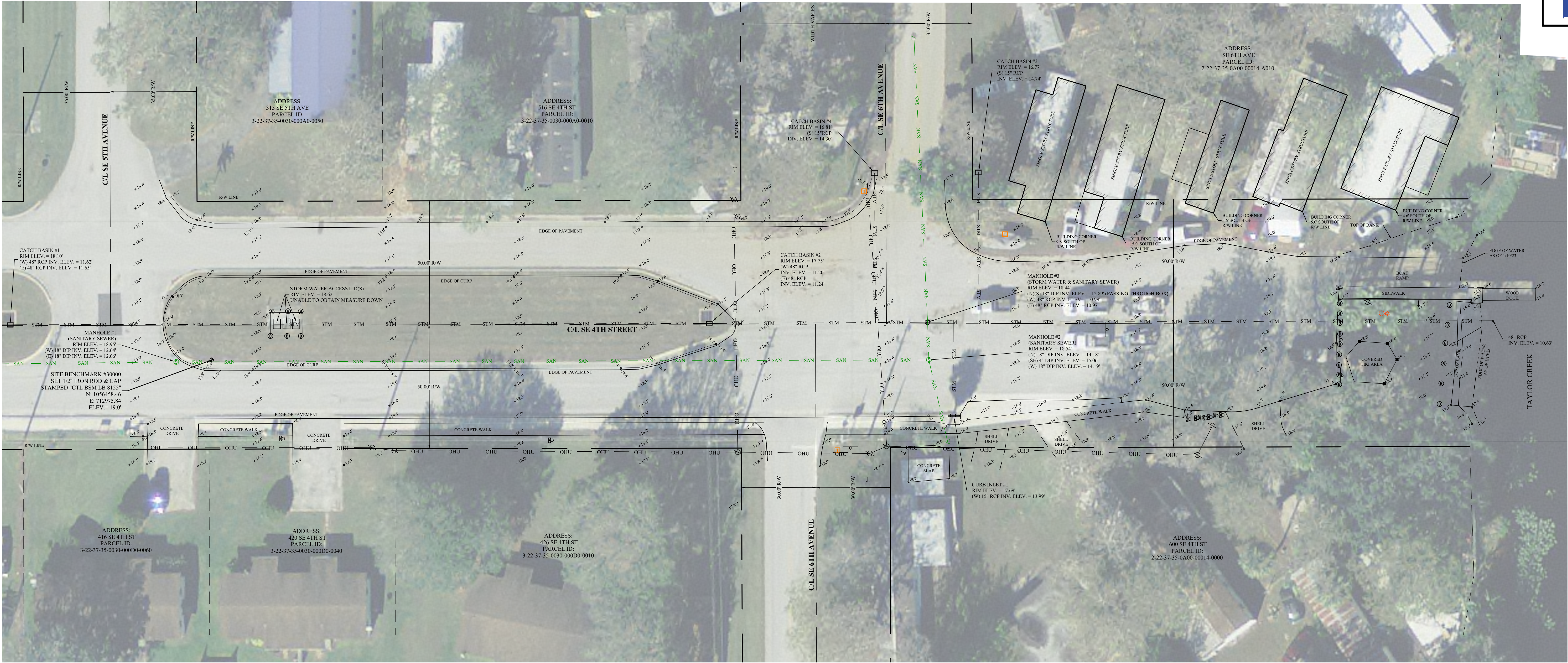
TOPOGRAPHIC SURVEY

LOCATED IN SECTION 22
TOWNSHIP 37 SOUTH
RANGE 35 EAST



LOCATION MAP:
(NOT TO SCALE)

B.S.M. & ASSOCIATES
LAND SURVEYING SERVICES
80 SE 31st Lane, Okeechobee, FL 34974
ricky.barnes@bsmsurvey.com
863.484.8324
LB 8155



LEGEND:

C/L	CENTERLINE	INV.	INVERT
ID	IDENTIFICATION	DIP	DUCTILE IRON PIPE
O.R.F.	OFFICIAL RECORD FILE	RCP	REINFORCED CONCRETE PIPE
P.B.	PLAT BOOK	N:	NORTHING
PG.	PAGE	E:	EASTING
FND	FOUND	ELEV.	ELEVATION
R/W	RIGHT-OF-WAY	⊕	MANHOLE
OHU	OVERHEAD UTILITY LINE	✉	MAILBOX
(C)	CALCULATED	□	CATCH BASIN
(P)	PLAT	—	SANITARY LINE
⊕	UTILITY POLE	⊕	SANITARY MANHOLE
⊕	WELL	⊕	BOLLARD
⊕	TELEPHONE PEDESTAL	⊕	CURB INLET
—	PROPERTY LINE	⊕	SINGLE SUPPORT SIGN
U.E.	UTILITY EASEMENT	⊕	GUY ANCHOR
D.E.	DRAINAGE EASEMENT	⊕	LIGHT POLE
R	RADIUS	+ 18.3'	EXISTING ELEVATION
△	DELTA		
L	LENGTH		

SURVEYOR'S NOTES:

- THE SURVEY DATE IS JANUARY 24, 2023.
- THIS IS A **TOPOGRAPHIC SURVEY**, AS DEFINED IN CHAPTER 5J-17.050(11) OF THE FLORIDA ADMINISTRATIVE CODE.
- THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THE COORDINATE SYSTEM UTILIZED HEREON IS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83/2011), AS ESTABLISHED USING REAL-TIME KINEMATIC GLOBAL POSITIONING SYSTEM (RTK GPS) SURVEY METHODS. THE CORRECTED POSITIONS COMPUTED WERE VERIFIED THROUGH A REDUNDANCY OF MEASUREMENTS. ALL DISTANCES SHOWN HEREON ARE IN GRID U.S. SURVEY FEET.
- ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM OKEECHOBEE COUNTY PROPERTY APPRAISER OFFICE AND PER PLAT.
- AERIAL IMAGERY SHOWN HEREON WAS OBTAINED FROM THE LAND BOUNDARY INFORMATION SYSTEM (LABINS) DATED 2018 AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.
- SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE X PER FEMA MAP NUMBER 12093C, PANEL NUMBER 0480C, WITH AN EFFECTIVE DATE OF 07/16/15.
- ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). ELEVATIONS DEPICTED ON THIS SURVEY WERE OBTAINED USING REAL TIME KINEMATIC (RTK) GPS METHODS WITH AN EXPECTED ACCURACY OF +/-0.1'.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17,FLORIDA ADMINISTRATIVE CODE.

FOR THE BENEFIT OF THE FOLLOWING PARTIES ONLY:

1) KIMLEY-HORN & ASSOCIATES

FOR THE FIRM:
BSM & ASSOCIATES, INC.

RICHARD E. BARNES III
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 7074

CAD	G:\My Drive\BSM & ASSOCIATES, INC. 2023\23-001 ROUTE SURVEY- SE 4TH STREET DRAWING	DATE:	DWG 23-001 SURVEY	REVISIONS:	BY:
REF	G:\My Drive\BSM & ASSOCIATES, INC. 2023\23-001 ROUTE SURVEY- SE 4TH STREET DRAWING\GOI	DATE:	01/24/23		
FLD	BR	DATE:	01/24/23		
OFF	BHM	DATE:	01/24/23		
CKD	REB	DATE:	01/24/23		

TOPOGRAPHIC SURVEY
SOUTHEAST 4TH STREET
OKEECHOBEE, FLORIDA 34974

**EXHIBIT D
CITY OF OKEECHOBEE
SE 4th STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
FDEP Grant Agreement**

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

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

1. Project Title (Project): _____ Agreement Number: _____

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

Grantee Name: _____ Entity Type: _____

Grantee Address: _____ FEID: _____
(Grantee)

3. Agreement Begin Date: _____ Date of Expiration: _____

4. Project Number: _____ Project Location(s): _____
(If different from Agreement Number)

Project Description: _____

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any: _____

6. Department's Grant Manager	Grantee's Grant Manager
Name: _____	Name: _____
_____ or successor	_____ or successor
Address: _____	Address: _____
_____	_____
Phone: _____	Phone: _____
Email: _____	Email: _____

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

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

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

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

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

City of Okeechobee

GRANTEE

Grantee Name

By


(Authorized Signature)

November 19, 2019
Date Signed

Dowling R. Watford, Jr., Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By


Secretary or Designee

11/21/19
Date Signed

Trina Vielhauer, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ATTEST:


Lane Gamiotea, CMC, City Clerk


REVIEWED FOR LEGAL SUFFICIENCY:


John R. Cook, City Attorney

DWRA Additional Signatures



DEP Grant Manager



DEP QC Reviewer

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

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

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. **Contractual Costs (Subcontractors).** Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. **Travel.** All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. **Direct Purchase Equipment.** For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. **Rental/Lease of Equipment.** Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. **Miscellaneous/Other Expenses.** If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. **Land Acquisition.** Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

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

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

12. Insurance.

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

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for

that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

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

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

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

23. Compliance with Federal, State and Local Laws.

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

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

Attachment 1

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

25. Lobbying and Integrity.

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

26. Record Keeping.

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

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

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

29. Independent Contractor.

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

30. Subcontracting.

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

or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

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

32. Survival.

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

33. Third Parties.

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

34. Severability.

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

35. Grantee's Employees, Subcontractors and Agents.

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

36. Assignment.

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

37. Execution in Counterparts and Authority to Sign.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPQ0007**

ATTACHMENT 2

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

1. Scope of Work.

The Project funded under this Agreement is the Okeechobee Taylor Creek SW 4th Street Stormwater. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2019 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

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

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

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

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Additional Terms.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Okeechobee Taylor Creek SW 4th Street Stormwater

PROJECT LOCATION: The Project will be located within the City of Okeechobee in Okeechobee County; Lat/Long (27.240056, -80.823842). See Figure 1 for a location map.

PROJECT BACKGROUND: The City of Okeechobee (Grantee) completed a stormwater review in 2019 and prioritized the urban stormwater area for nutrient loading. This project was determined a priority due to its location and estimated nutrient load reduction to Taylor Creek. The downtown drainage area served by this project has had failures and infiltration concerns and the proposed project intends to repair existing issues and restore the facilities in the discharge area.

PROJECT DESCRIPTION: The City of Okeechobee will design, permit and construct a water quality baffle box with a drainage outfall to replace a direct drainage connection to Taylor Creek along a residential roadway, inlets, curbing, roadway, piping and manatee grate. The project consists of bidding and construction of the features, as designed, including construction permitting and inspections.

Task 1: Construction

Deliverables: The Grantee will construct the Okeechobee Taylor Creek SW 4th Street Stormwater project in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request, and dated color photographs of on-going work representing the time period covered in the payment request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

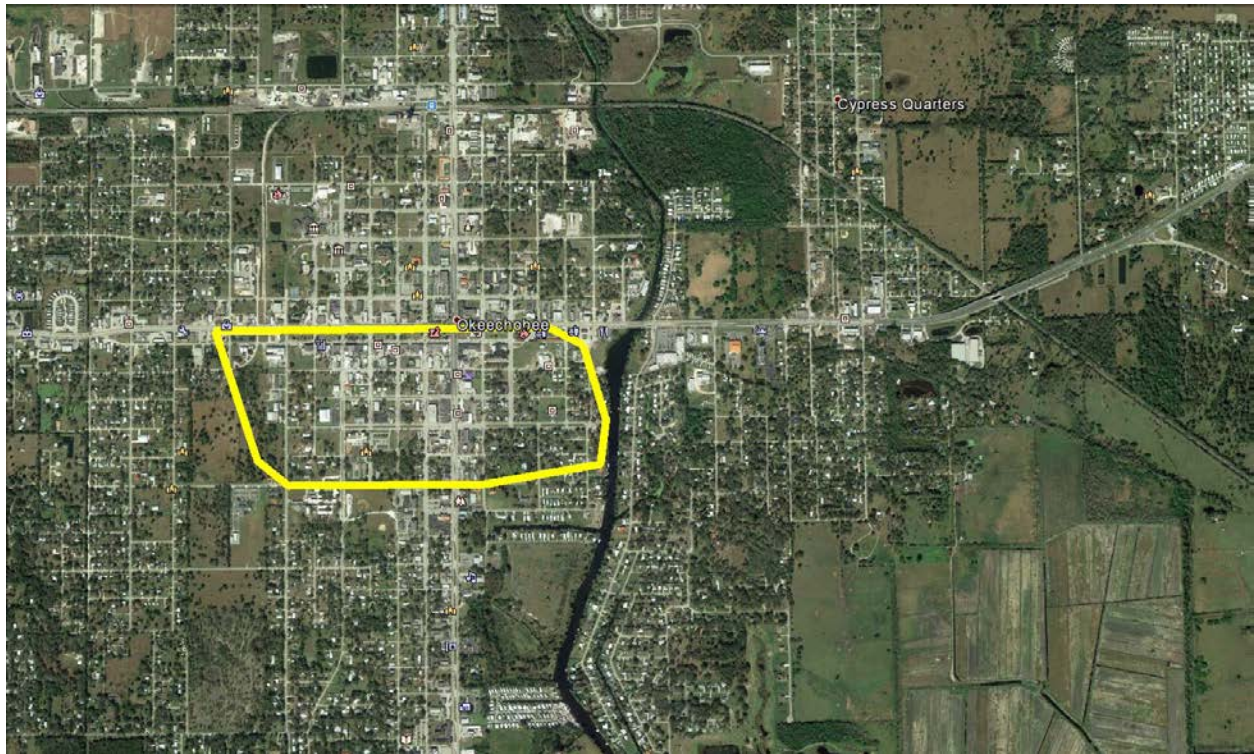
The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$300,000	7/1/2019	12/30/2021

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Figure 1. Project Location Map



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

Attachment 4

1. Public Records.

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

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

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

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

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Attachment 5

3 of 6

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	FDEP, WQ. GAA LI 1662, FY 19-20,GR	2019-2020	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$300,000	149935
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

				Total Award	\$300,000	
--	--	--	--	--------------------	------------------	--

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

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

**EXHIBIT A
PROGRESS REPORT FORM**

DEP Agreement No.:	LPQ0007
Project Title:	Okeechobee Taylor Creek SW 4th Street Stormwater
Grantee Name:	
Grantee Address:	
Grantee's Grant Manager:	
Reporting Period:	

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks.

The following format should be followed:

Task #: Task Title

- **Progress for this reporting period:**
- **Identify any delays or problems encountered:**

Task #: Task Title

- **Progress for this reporting period:**
- **Identify any delays or problems encountered:**

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

- Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐
- Permitting (Completed): Yes ☐, No ☐
- Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

Exhibit C

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

**ATTACHMENT A
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
NO LOBBYING AFFIDAVIT**

STATE OF FLORIDA
COUNTY OF _____

This ____ day of _____, 20____, _____ being first duly sworn,
deposes and says that he/she is the authorized representative of
_____ (Name of Contractor, Firm or Individual)
respondent to the attached request for Bid, or qualifications and/or any other solicitation released
by City of Okeechobee, and that the Bidder and any of its agents agrees to abide by the City of
Okeechobee no lobbying restrictions in regard to this solicitation.

Affiant

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐
online notarization, this ____ day of _____, 20____, by _____, who is
personally known to me or produced _____ as identification.

Notary Public Signature

Commission No. _____

**ATTACHMENT B
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
ANTI-COLLUSION STATEMENT AND NO GIFT STATEMENT**

Date: _____

Anti-collusion statement: The below-signed Bidder has not divulged to, discussed, or compared his/her Bid with other Bidders and has not colluded with any other Bidder or parties to a Bid whatsoever.

No gifts statement: No premiums, rebates, gifts or gratuities are permitted with, prior to, or after submission of the Bid. Any such violation will result in rejection of the Bid and removal from the Bid list(s).

Firm Name: _____

By (printed/typed): _____

By (signature): _____

Title: _____

Mailing Address: _____

City, State, Zip: _____

Telephone No.: _____

**ATTACHMENT C
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23**

PROPOSER'S CERTIFICATION

I have carefully examined this Request for Bid (BID)/Request for Proposals (RFP)/ Request for Qualifications (RFQ), which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following addenda.

Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____

I hereby propose to provide the services requested in the City's BID/RFP/RFQ and, if awarded, to enter into the attached draft contract. I agree that the terms and conditions of the City's BID/RFP/RFQ shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the BID/RFP/RFQ, unless a properly completed Exceptions to BID/RFP/RFQ form is submitted. I acknowledge that the City may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Company as its agent and that the Company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, Company or Corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Bidder or anyone on its behalf to gain favorable treatment concerning this procurement; no City Council member, employee or agent of City of Okeechobee or of any other Company is interested in said Bid; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

Mailing Address

City, State & Zip Code

Authorized Signature

Telephone Number/Fax Number

Name & Title, Typed

Email 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 _____, who is personally known to me or produced _____ as identification.

Notary Public Signature

Commission No. _____

**ATTACHMENT D
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23**

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**
**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to CITY OF OKEECHOBEE, FLORIDA by: _____

_____ (print Individual's name and title) for: _____

_____ (print name of entity submitting sworn statement) whose business address is _____
_____ and (if
applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the Individual signing this
sworn statement: _____ - _____ - _____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).
- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature _____

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 _____, who is personally known to me or produced _____ as identification.

Notary Public Signature

Commission No. _____

**ATTACHMENT E
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all Bidders must disclose if any City of Okeechobee employee(s), elected official(s), or any of its agents is also an owner, corporate officer, director, agent, employee, etc., of their business.

Indicate either "yes" (a City employee, elected official or agent is associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

Name(s)

Position(s)

Firm Name: _____

By (Printed): _____

By (Signature): _____

Title: _____

Address: _____

Phone Number: _____

**ATTACHMENT F
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
IMMIGRATION LAW CERTIFICATION**

City of Okeechobee will not intentionally award City contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) (Section 274a(e) of the immigration and nationality act ("INA")).

City of Okeechobee may consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by City of Okeechobee.

Respondent attests that it is fully compliant with all applicable immigration laws, specifically relating to the 1986 immigration act and subsequent amendments.

Company Name

Signature

Title

Date

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 _____, who is personally known to me or produced _____ as identification.

Notary Public Signature

Commission No. _____

ATTACHMENT G
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED Bidder/proposer CERTIFIES that it has implemented a drug-free workplace program. 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 a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation 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 quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any 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, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this Firm complies fully with the above requirements.

Signature: _____

Date: _____

Company: _____

Name: _____

Address: _____

Title: _____

Phone Number: _____

**ATTACHMENT H
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23**

REFERENCE FORM

Client Name: _____

Client Phone Number: _____

Client E-mail: _____

Service Dates: Beginning _____ End _____

Estimated Contract Amount: _____

Description of the services performed as they directly relate to the work of this Request for Bid:
