



# INVITATION FOR BID

**IFB No. 37-11-12**

## **Winson Water Treatment Plant Rehabilitation of Six (6) Biscayne Aquifer Production Wells**

**RESPONSES ARE DUE NO LATER THAN**

**Tuesday, July 12, 2012 at 3:00 PM (Local Time)**

**AT**

**CITY OF NORTH MIAMI  
OFFICE OF THE CITY CLERK  
CITY HALL, 1<sup>ST</sup> FLOOR  
776 NE 125<sup>TH</sup> STREET  
NORTH MIAMI, FL 33161-4116**

The responsibility for submitting a response to this solicitation to the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or causes by any other occurrence.

Copies of this IFB Document may be obtained by contacting DemandStar by Oniva at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and request Document No. 37-11-12

Contact Person: Ruby C. Johnson  
Email: [rcrenshaw@northmiamifl.gov](mailto:rcrenshaw@northmiamifl.gov) | Phone: (305) 895-9886 | Fax: (305) 895-1015



## INVITATION FOR BID

The City of North Miami is requesting sealed bids from State of Florida Certified General Contractors and Certified Underground Contractors with well drilling experience to complete the rehabilitation of six (6) Biscayne Aquifer Productions Wells. The Contractor is advised that the work is to be performed in a fully operational water supply well field, which is the principal source of potable water supply to Winson Water Treatment Plant. The Contractor shall be fully responsible for all precautionary measures together with all remediation, cleanup, disinfection, regulatory agency fines and all other labor, materials, and costs associated with any contamination of the water supply caused directly or indirectly by the activities of the Contractor in the performance of the work.

The General Conditions of this Invitation to Bid fall under the guidelines of F.S. Section 403.8532 – State Assisted Water Projects and Florida Department of Environmental Protection Bureau of Water Facilities Funding Supplementary Conditions.

The City further seeks a contractor that is a willing participant in the City's goal to develop subcontracting and employment opportunities to local businesses and residents as defined by Section 7-151 of the City Code.

The Successful Bidder will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the Code. The successful Bidder's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Bidder.

### **BID SUBMISSION**

Please submit an original bid, one (1) CD and three (3) copies in response to this Invitation for Bid (IFB). Bids are to be submitted in a sealed envelope bearing the name of the Proposer, and the address as well as the title of the IFB no later than 3:00 P.M. local time **Tuesday July 12, 2012** at which time they will be opened and read in the Council Chambers by the Purchasing Director. Bids received after this time will not be considered and no time extensions will be permitted. Address your proposal to City of North Miami, Office of the City Clerk, 776 N E 125<sup>th</sup> Street, North Miami, Florida 33161. Please clearly mark bids:

**IFB # 37-11-12**  
**Winson Water Treatment Plant**  
**Rehabilitation of Six (6) Biscayne**  
**Aquifer Production Wells**

The City's tentative schedule for this Invitation to Bid is as follows:

<b>Advertisement Date:</b>	<b>Monday, June 25, 2012</b>
<b>Opening of Bids:</b>	<b>Tuesday, July 31, 2012</b>
<b>Mandatory Pre Bid Conference:</b>	<b>Tuesday, June 10, 2012</b>

**Cut- off Date for Questions:** Thursday, July 26, 2012  
**Bid Review:** August 1, - August 10, 2012  
**Award / Council Approval:** TBD

The City reserves the right to delay or modify scheduled dates and will notify Bidders of all changes in scheduled dates.

Copies of this Bid Document may be obtained by contacting DemandStar by Oniva at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and request Document No. 37-11-12 or may be purchased for a non-refundable fee of \$200.00 from the Purchasing Department, 776 NE 125th Street, North Miami, Florida 33161.

### **PRE BID CONFERENCE**

A mandatory pre-bid conference will be held on **Tuesday, July 10, 2012 at 11:00 a.m.** in the Winson Water Treatment Plant located at 12098 NW 11<sup>th</sup> Avenue, North Miami, Florida 33168 immediately followed by a site visit.

### **FOR INFORMATION**

For information on this Invitation for Bid, contact the Purchasing Department, (305) 893-6511 ext. 12131.

### **ACCEPTANCE AND REJECTIONS**

The City of North Miami reserves the right to reject any or all bids with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the firm offering the greatest advantage to the City.

Please be advised that the Bid(s) are issued subject to the City of North Miami Code Section 2-312 prohibiting certain communications with the City as completely specified in General Conditions of the Bid(s).

We look forward to your active participation in this solicitation.

Sincerely,

*Ruby C. Johnson*

Ruby C. Johnson, CPPO  
Procurement Director

# TABLE OF CONTENTS

## **CONSTRUCTION SPECIFICATIONS**

SECTION 1 SPECIAL CONDITIONS

SECTION 2 SCOPE OF WORK

SECTION 3 BID FORM

SECTION 4 CONTRACT FORMS

- A-1 Public Entity Crimes
- A-2 Non-Collusive Certificate
- A-3 Local Preference Certification
- A-4 Questionnaire
- A-5 Acknowledgement of Addenda
- A-6 Proposer's Disclosure of Subcontractors and Suppliers
- A-7 Insurance Requirements
- A-8 Statement of No Response
- A-14 References

All of our forms are fill-in able and can be found on our website at:

<http://www.northmiamifl.gov/business/purchasing/forms.asp>.

SECTION 5 TERMS AND CONDITIONS

City of North Miami - General Terms & Conditions

Attachment A - Florida Statute Section 403.8532 – State Assisted Water  
Projects

Attachment B - Florida Department of Environmental Protection Supplementary  
Conditions

SECTION 6 TECHNICAL SPECIFICATIONS (Attachment C)  
DRAWINGS (Attachment D)

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

### **DIVISION 1 – GENERAL REQUIREMENTS**

01010	Summary of Work.....	01010-1 to 01010-11
01025	Measurement and Payment.....	01025-1 to 01025-7
01040	Coordination.....	01040-1 to 01040-5
01070	Abbreviations.....	01070-1 to 01070-3
01090	Reference Standards.....	01090-1 to 01090-2
01200	Project Meetings.....	01200-1 to 1200-3
01300	Submittals.....	01300-1 to 01300-11
01400	Quality Control.....	01400-1 to 01400-3

01500	Construction Facilities and Temporary Controls.....	01500-1 to 01500-12
01530	Protection of Existing Facilities .....	01530-1 to 01530-3
01532	Wellfield Protection .....	01532-1 to 01532-2
01700	Project Closeout .....	01700-1 to 01700-3

**DIVISION 2 – SITE WORK**

02820	Water Disposal .....	02820-1 to 02820-2
02832	Temporary Construction Fence .....	02832-1 to 02832-1
02840	Wellhead and Pump Removal, Cleaning and Reinstallation .....	02840-1 to 02840-2
02850	Well Development .....	02850-1 to 02850-4
02852	Casing Cleaning .....	02852-1 to 02852-1
02853	Geophysical Logging .....	02853-1 to 02853-4
02855	Acidization .....	02855-1 to 02855-2
02858	Pumping Tests.....	02858-1 to 02858-3
02860	Well Disinfection .....	02860-1 to 02860-3

**DIVISION 3 – CONCRETE (NOT USED)**

**DIVISION 4 – MASONRY (NOT USED)**

**DIVISION 5 – METALS (NOT USED)**

**DIVISION 6 – WOOD AND PLASTICS (NOT USED)**

**DIVISION 7 – THERMAL AND MOISTURE PROTECTION (NOT USED)**

**DIVISION 8 – DOORS AND WINDOWS (NOT USED)**

**DIVISION 9 – FINISHES (NOT USED)**

**DIVISION 10 – SPECIALTIES (NOT USED)**

**DIVISION 11 – EQUIPMENT (NOT USED)**

**DIVISION 12 – FURNISHINGS (NOT USED)**

**DIVISION 13 – SPECIAL CONSTRUCTION (NOT USED)**

**DIVISION 14 – CONVEYING SYSTEMS (NOT USED)**

**DIVISION 15 – MECHANICAL**

15013	Certa-Lok Column Pipe .....	15013-1 to 15013-2
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**DIVISION 16 – ELECTRICAL (NOT USED)**

**DIVISION 17 – INSTRUMENTATION (NOT USED)**

- END OF TOC -

## **SECTION 1.0 SPECIAL CONDITIONS**

### **1.1 PURPOSE**

The purpose of this Invitation for Bid is to establish a contract, by means of sealed bids, for the furnishing of all labor, equipment, materials and expertise as required to complete the Work to be done under this Contract in accordance with the Contract Documents for the rehabilitation of six (6) Biscayne Aquifer Production Wells for the City of North Miami.

### **1.2 BIDDER QUALIFICATIONS**

In order for bids to be considered, Bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work. Failure to meet these requirements may render the Bid non-responsive. Evidence shall include all information necessary to certify that the Bidder:

- a. is a State of Florida Certified General Contractor or Certified Underground Utility Contractor (CUC License) with a Well Drilling license;
- b. must have a minimum of five (5) years experience as General Contractor or CUC;
- c. must submit a reference list with a minimum of five (5) completed production well projects or similar type projects;
- d. maintains a permanent place of business;
- e. must be able to perform 50% of the work as a minimum with its own forces;
- f. has available the organization and qualified manpower to do the work;
- g. has adequate financial status to meet the financial obligations to perform the work.

### **1.3 METHOD OF AWARD**

Award of this bid may be made to the lowest responsive, responsible Bidder whose bid, qualifications and references demonstrates to be the most advantageous to the City of North Miami.

The City reserves the right to award to more than one Bidder.

### **1.4 COMPLETION TIME TERM OF CONTRACT**

A contract shall be executed after award by the City of North Miami, Florida.

Project Substantial Completion shall be achieved within 110 calendar days of Notice to Proceed, with Final Completion shall be achieved within 130 calendar days from the Notice to Proceed.

The City seeks a source of supply that will provide accurate and timely service. The awarded Bidder must adhere to a construction schedule. If, in the opinion of the Public Works Director, the successful Bidder fails at any time to meet the requirements herein, then the contract may be terminated upon written notice.

### **1.5 ADDITIONS/DELETIONS OF FACILITIES**

Although this solicitation identifies specific facilities/areas to be serviced, it is hereby agreed and understood that additional facilities may be added/deleted to/for, this contract at the option of the City.

**1.6 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT**

If the Bidder is awarded a contract under this bid solicitation, the prices quoted by the Bidder on the Bid Form shall remain fixed and firm during the term of this contract; provided, however, that the Bid may offer incentive discounts from this fixed price to the City at any time during the contractual term.

**1.7 PRE-BID CONFERENCE**

A mandatory pre-bid conference will be held on **Tuesday, July 10, 2012 at 11:00 a.m.** at the Winson Water Treatment Plant located at 12098 NW 11<sup>th</sup> Avenue, North Miami, Florida 33168.

**1.8 SITE INSPECTION**

Prior to submitting the bid, Bidder is required to visit the site of the proposed work and to become familiar with any conditions which may in any manner, affect the work to be done or affect the equipment, materials and labor required. The Bidder is also required to examine carefully the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

**1.9 INSURANCE**

Bidders must submit with their bid, proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract:

- Worker's Compensation Insurance – as required by law
- Employer's Liability Insurance - \$1,000,000 per occurrence
- Commercial General Liability Insurance - \$1,000,000 per person and \$1,000,000 per accident for bodily injury (occurrence based policy form preferred). This coverage shall include premises, operations, independent contractors, products-completed operations, personal & advertising injury and liability assumed under an insured contract.
- Professional Liability - \$1,000,000
- Business Automobile Liability Insurance (covering owned, non-owned & hired vehicles) - \$500,000 per occurrence, \$500,000 per accident for bodily injury and \$500,000 per accident for property damage

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The City of North Miami shall be endorsed as an additional insured under the Commercial General Liability and Business Automobile Liability. The contractor will be responsible for paying on behalf of the additional insured any deductible or self insured retention. All policies must be endorsed to provide notice of cancellation to the City.

**The successful Bidder(s) must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance evidencing**

required coverage including “additional insured” designation to the City of North Miami.

**1.10 CONTACT PERSON**

For any additional information regarding the specifications and requirements of this bid, contact: Ruby Johnson via facsimile to (305) 891-1015 or email at [rcrenshaw@northmiamifl.gov](mailto:rcrenshaw@northmiamifl.gov).

**1.11 BID CLARIFICATION**

Any questions or clarifications concerning this Bid shall be submitted in writing by mail, facsimile or email to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161, Fax: (305) 891-1015. The bid title/number shall be referenced on all correspondence. All questions must be received no later than **Thursday July 26, 2012**. All responses to questions/clarifications will be sent to all prospective Bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

**1.12 FAILURE TO PERFORM**

If in the opinion of the City's representative, the Bidder refuses to begin work, improperly perform said work, or shall neglect or refuse to take out or rebuild such work, as shall have been rejected or as being defective or unsuitable, then City's representative may notify the Bidder to repair and replace work immediately or discontinue all work under this Contract.

If at any time the City's representative shall be of the opinion that the said work is being unnecessarily delayed and will not be finished within the prescribed time then City's representative may notify the Bidder to discontinue all work under this Contract. The Bidder shall immediately respect said notice and stop said work and cease to have any rights in the possession of the ground and shall forfeit this contract.

The City may thereupon look to the next lowest and responsive and responsible Bidder to complete the work or advertise for bids and let a contract for the uncompleted work in the same manner as was followed in the letting of this Contract and charge the cost thereof to the original Bidder upon his contract. Any excess cost arising there from over and above the original contract price shall be charged to the Bidder.

**1.13 LIQUIDATED DAMAGES**

If the successful Bidder(s) fails to complete the work within three hundred and twenty (320) consecutive calendar days, it is understood that \$350.00 per consecutive calendar day will be deducted, as liquidated damages, for each day beyond the specified completion time. The City may, in lieu of the above, notify the Bidder to cease work and the City will complete the work. The cost of completion thereof to the City including all materials, rent, labor, equipment and necessary supervision plus 15% for overhead, shall be deducted from the contract consideration and shall be an obligation of the Bidder.

**1.14 CONDITIONS OF WORK**

If property (public or private) is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Bidder in a manner acceptable to the City of North Miami. Such property shall include but not

limited to: roads, driveways (whether concrete or asphalt), approaches (whether concrete or asphalt), sod, walls, fences, water features, footings, underground utilities, shrubs, trees, etc.

Bidder shall submit to the Public Works Department for review, pictures or video of the work site(s) having pre-existing damage to roadways, driveways, approaches, sod, swales, adjacent improvements, etc. before beginning work. Failure to do so shall obligate the Bidder to make repairs per above paragraph.

Bidder shall notify the Parks and Recreation Department of any pre-existing damage to tree trunks or limbs before beginning work. Failure to do so shall obligate the Bidder for tree removal, and canopy replacement as per Miami Dade County codes, ordinances and or resolutions.

**1.15 PROTECTION**

Bidder shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area. All safety devices must have suitable and sufficient lighting for the prevention of accidents. All minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the Bidder.

**1.16 HOURS OF WORK**

Bidder will perform work Monday through Friday from 7:30 a.m. to 5:00 p.m., excluding holidays unless prior approval is given by the City unless otherwise allowed for in the contract documents. Hours beyond those allotted must be requested in writing and approved by the City of North Miami.

Bidder shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

All employees of the Bidder shall be considered to be at all times the sole employees of the contractor, under the Bidder's sole direction, and not an employee or agent of the City of North Miami. The Bidder shall supply competent and physically capable employees and the City may require the Bidder to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. City shall not have any duty to implement or enforce such requirements.

Bidder shall assign an "On Duty" supervisor who speaks and reads English.

**1.17 WARRANTY**

The successful Bidder will be required to warranty all work performed for a minimum of one (1) year.

**1.18 PERMITS**

Bidder shall obtain all necessary permits. As to the City, the City will waive its permit fee, but is required to collect the \$.60/\$1,000 Miami-Dade county surcharge fee. Work to be performed is located on a County maintained road and Bidder must obtain permits from the County and other authorities having jurisdiction.

Bidder shall verify all locations of underground utilities with Sunshine One Call, Peoples Gas, Southern Bell, TCI cable, etc. prior to any work.

All work not stated herein shall be in compliance with the Florida Building Code and all other national, state, and local codes and regulations. All permits to be posted on job site.

All inspections shall be requested a minimum of twenty-four (24) hours prior to inspection.

**1.19 PRODUCT INFORMATION**

All Bidders must submit product information on the items they propose to furnish on this bid if different from products specified. Any bid not containing this information may be rejected for that reason.

**1.20 EQUAL PRODUCT, MANUFACTURER'S PRODUCT**

Where equal is proposed, bid must be accompanied by complete product information sheet. The City shall be the sole judge of the acceptability of the product in conformance with the Bid Specifications and its decision shall be final.

**1.21 REFERENCES AND SUB-CONTRACTORS**

Each bid must be accompanied by a reference list with a minimum of five (5) completed production well rehabilitation projects or similar projects in the past eight (8) years. Listing should include bid price, final price, any change orders, original project schedule and final project schedule. Failure to meet this requirement may render the Bid unresponsive.

References shall include the name of the company, a contact person and the telephone number. (See Form A-14) **NO BID WILL BE CONSIDERED WITHOUT THIS LIST.** It is the responsibility of the Bidder to ascertain that the contact person will be responsive.

Bidders must also complete a Statement of Experience of Bidders and complete Form A-6 - Proposer's Disclosure of Subcontractors and Suppliers" and return with Bid package.

**1.22 COMPLETE PROJECT REQUIRED**

These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the Bidder from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

**1.23 BID SUBMITTAL / ADDENDUMS**

All bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting bid, each Bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Agent.

**1.24 LATE BIDS**

The City of North Miami cannot accept bids received after opening time and encourages early submittal. Late submittals will be returned to the bidder unopened.

**1.25 EXCEPTIONS TO SPECIFICATIONS**

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

**1.26 BID FORMAT**

To be considered a valid bid, Bidders must provide the original, one (1) CD and three (3) copies of the Bid and Bid Form must be filled in completely in a sealed envelope in the following format:

- Section 1 Bidder's Qualifications (See Section 1.2)
- Section 2 Required Forms
  - A-1 Public Entity Crimes
  - A-2 Non-Collusive Certificate
  - A-3 Local Preference Certification
  - A-4 Questionnaire
  - A-5 Acknowledgement of Addenda
  - A-6 Proposer's Disclosure of Subcontractors and Suppliers
  - A-14 References (See Section 1.21)
- Section 3 Price Proposal (See Bid Form)

All of our forms can now be found on our website at:

<http://www.northmiamifl.gov/business/purchasing/forms.asp>.

**1.27 COMMUNITY BENEFITS PLAN**

The Successful Bidder will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the Code. The Successful Bidder will be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Successful Bidder shall be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Bidders are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the successful Bidder, as a precondition to the execution of any agreement. The Successful Bidder's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Bidder.

**End of Section 1**

## **SECTION 2.0 SCOPE OF WORK**

### **2.1 SCOPE OF WORK**

The work to be done under this Contract and in accordance with the Contract Documents consists of furnishing all equipment, superintendence, labor, skill, material and all other items necessary for the rehabilitation of six (6) Biscayne Aquifer Production Wells for the City of North Miami.

The project area is located in Miami-Dade County, Florida, Township 52S, Range 41E, Section 26. The Contractor shall note that the project area is on property owned by the City of North Miami. The Contractor shall confine their construction activities to the locations shown in the Drawings.

The Contractor is advised that the work is to be performed in a fully operational water supply wellfield, which is the principal source of potable water supply to Winson Water Treatment Plant. The Contractor shall be fully responsible for all precautionary measures together with all remediation, cleanup, disinfection, regulatory agency fines and all other labor, materials, and costs associated with any contamination of the water supply caused directly or indirectly by the activities of the Contractor in the performance of the work.

Notwithstanding other indemnification requirements of the Contract Documents, the Contractor shall also indemnify, defend, and hold harmless the Owner, the Engineer and the Owner's agents from any and all legal action that may arise from contamination of the water supply caused directly or indirectly by the Contractor in the performance of the work.

The location and work to be done is shown on the Drawings. All Drawings shall be considered an integral part of the Contract Documents as defined herein.

END OF SECTION 2

**SECTION 3.0  
BID FORM**

The prices listed in the bid form shall include the total cost to complete the work including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of services and product requested by the City of North Miami.

Item No.	Estimated Quantity	Description	Total
1	Lump Sum	For the complete rehabilitation of Biscayne Aquifer wells Nos. 3, 4, 5, 6, 7 and 8, including mobilization/demobilization, site restoration (entire project), all equipment, materials, labor, development, geophysical logging, testing, video surveying, disinfection of each well and installation of new column piping complete with all appurtenances for the lump sum price of  _____ Dollars and _____ Cents	\$ _____
<b>Adjustment Values</b>			
The purpose of the adjustment values are for establishing unit pricing for adjusting Item 1 Lump Sum with respect to actual quantities measured in the field			
2	Allowance	For required casing cleaning of well \$ _____ / well x 6 wells _____ Dollars and _____ Cents	\$ _____
3	Allowance	For required acidization of well \$ _____ / well x 6 wells _____ Dollars and _____ Cents	\$ _____
4	Allowance	For furnishing and installing 8-inch Certa-Lok column piping \$ _____ / ft x 240 ft _____ Dollars and _____ Cents	\$ _____
5	Allowance	For drilling a nominal 12-inch borehole \$ _____ / ft x 80 ft _____ Dollars and _____ Cents	\$ _____

<b>Miscellaneous</b>			
6	Allowance	Allowance for Work directed by the Engineer for work not described in Bid Item No. 1 <u>Twelve Thousand</u> Dollars and <u>Zero</u> Cents	<u>\$ 12,000.00</u>
7	Lump Sum	Consideration for Indemnification _____ Dollars and _____ Cents	\$ _____
8	Allowance	Permit Fee Allowance <u>Five Hundred</u> Dollars and <u>Zero</u> Cents	<u>\$500.00</u>
9	Allowance	Allowance for retrieval of pumps and piping lost at wells <u>Five Thousand</u> Dollars and <u>Zero</u> Cents	
		<b>TOTAL FOR BID ITEMS 1 THROUGH 9:</b> _____ _____ (Written Dollar Amount)	\$ _____ (Figures)

Name: \_\_\_\_\_ (Please Print)

Offeror Signature \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**BID SUBMITTAL FOR:  
37-11-12**

FEIN NO. : \_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

(Bidder Federal Employer Identification Number) If none, Bidder Social Security Number.

- LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business located within the limits of City of North Miami that conforms with the provisions of Section 5.62 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. Place a check here only if affirming bidder meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Local Preference.**

**OR**

- WORKFORCE LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to firms with a least ten percent (10%) of its total workforce residing within the geographical boundaries of the City. Place a check here only if affirming bidder meets the requirements for workforce Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Workforce Local Preference.**

**OR**

- SUBCONTRACTOR LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to firms that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who are physically located within the City of North Miami. **(Must complete forms A-3a Statement of Intent & A-3b Participation Schedule.)** Place a check here only if affirming bidder meets the requirements for Subcontractor Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Subcontractor Local Preference.**

All referenced forms can be found on the City's website at:

<http://www.northmiamifl.gov/departments/purchasing/forms.asp>

The undersigned bidder certifies that this bid is submitted in accordance with the bid specifications and conditions governing this bid, and that the bidder will accept any award(s) made to him as a result of this bid.

FIRM NAME: \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY/STATE/ZIP CODE \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL \_\_\_\_\_

***By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract.***

AUTHORIZED SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT

PRINT NAME OF AFFIANT \_\_\_\_\_

TITLE OF OFFICER \_\_\_\_\_

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

**End of Section 3**

## **SECTION 4.0 CONTRACT FORMS**

All of our forms can now be found on our website at:  
<http://www.northmiamifl.gov/business/purchasing/forms.asp>.

These forms are fill –in forms. Please ensure to include all applicable forms with your bid. All documents must be signed and notarized as required. Emailed forms will not be accepted.

**The following forms are required for this bid document:**

- A-1 Public Entity Crimes
- A-2 Non-Collusive Certificate
- A-3 Local Preference Certification (If applicable)
- A-4 Questionnaire
- A-5 Acknowledgement of Addenda
- A-6 Proposer's Disclosure of Subcontractors and Suppliers
- A-14 References

**SECTION 5.0  
CITY OF NORTH MIAMI  
GENERAL TERMS & CONDITIONS**

**5.1 CITY OVERVIEW**

North Miami, Florida (pop.60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

**5.2 DEFINITIONS**

The following terms, phrases, words and their derivations shall have the meaning given herein:

- a) **'Award'** means the acceptance of a bid, offer, or proposal by the City, pursuant to code.
- b) **'Awarded Bidder'** or **'Contractor'** means the Bidder or Bidders that receive any award of contract from the City as a result of this 'Invitation to Bid'
- c) **'Bidder'** means the person firm, entity or organization submitting a bid in response to this Invitation to Bid.
- d) **'Solicitation'** means an Invitation to Bid, Request for Proposal, Request for Quotation or any document used to obtain bids and proposals for the purposes of entering into a contract.

- e) **'Work', 'Services', 'Program', 'Project', or 'Engagement'** to mean all matters and things that will require to be done by the Awarded Bidder(s) in accordance with the scope of work and all terms and conditions of this Invitation to Bid.

**5.3 INVITATION**

This Invitation for Bid is extended to firms and organizations that can provide the requirement(s) specified herein. The requirements presented in this Invitation for Bid represent the City's anticipated needs.

**5.4 PUBLIC ENTITY CRIME/ DISCRIMINATORY VENDOR LIST**

The *Public Entity Crime Affidavit Form, (Form "A-1")* attached to this Invitation for Bid, includes documentation that shall be executed by an individual authorized to bind the Bidder. Any Bidder, or any of its suppliers, subcontractors, or consultants who shall provide goods and services which are intended to benefit the City, shall not be a convicted vendor or included on the discriminatory vendor list. If the Bidder or any affiliate of the Bidder has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The Bidder further understands and accepts that any contract issued as a result of this Invitation for Bid shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

**5.5 LOBBYING**

All Bidders, their agents and proposed sub consultants or subcontractors, are hereby placed on notice that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Invitation for Bid. Bidders, their agents and proposed sub-consultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these

individuals for any purpose relating to the Invitation for Bid (e.g., general information, meetings of introduction, meals, etc.). Any bid submitted by a Bidder, its agents and potential sub consultants or subcontractors who violate these guidelines will not be considered for review. The Purchasing Director or Contract Specialist (identified on the cover page of this Invitation for Bid) shall be the only point of contact for questions and/or clarifications concerning the Invitation for Bid, the selection process and the negotiation and award procedures.

**5.6 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS**

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Purchasing may temporarily or permanently suspend contractors from doing business with the city whenever a contractor materially breaches its contract with the City. Any Bid submitted by a Bidder, its proposed subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Bidders or its proposed subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Bidder or its proposed subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Bidder further understands and accepts that any contract issued as a result of this Invitation for Bid shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

**5.7 POINTS OF CONTACT/ TIMETABLE FOR INQUIRES**

Bidders shall contact the contract specialist, identified on the cover page of this Invitation for Bid, for all related inquiries. All Bidders' technical inquiries shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web

site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

**5.8 ORAL REPRESENTATION**

No oral representation made by the City staff shall be binding. The contents of this Invitation for Bid and any subsequent addenda issued by the City shall govern all aspects of this Invitation for Bid.

**5.9 ADDENDA**

If any revisions to the Invitation for Bid become necessary (other than changes to the deadline for Bid submission), the City will post written addenda on the City web's site at ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and on Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the Bids. The City may revise the deadline for Bid submission at any time prior to the date and time scheduled for opening the Bids. **It is the responsibility of all Bidders to ascertain whether any addenda have been issued before the Invitation for Bid deadline by either calling or checking the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star and by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.**

**5.10 CANCELLATION OF THE INVITATION FOR BID**

The City reserves the right to cancel this Invitation for Bid and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the city.

**5.11 BID PROTEST**

If a potential Bidder protest any provisions of the Invitation for Bid documents a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the bids. A written protest is considered filed when received by the City Clerk.

Any Bidder who files a formal written protest pursuant to Section 7-158 City Code, shall post with the city at the time of filing the formal written protest with the city at the time of filing the formal

written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed contract, or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Bidder's right to file a protest.

*Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125<sup>th</sup> Street, 1<sup>st</sup> Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office*

#### **5.12 DEVELOPMENT COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this Invitation for Bid. All information in the Bid shall be provided at no cost to the City.

#### **5.13 TAX EXEMPT STATUS**

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

#### **5.14 BID SUBMISSION AND OPENING**

All Bids shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Invitation for Bid. The Bid shall identify the Bid number and title specified on the cover page of this Invitation for Bid. Reference information shall also be marked on the outside of the sealed envelope, including the Bidder's return address. The City assumes no responsibility for Bids not properly marked.

The City will not accept Bids delivered after the established deadline. If the Bid is delivered after the established deadline, a Bidder shall be deemed non-responsive to the Invitation for Bid requirements.

Receipts of a Bid by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Invitation for Bid. The City will not accept or consider Bids submitted via facsimile transmission. The public is welcome to attend the Bid opening.

#### **5.15 ASSIGNMENT OF BIDS**

A Bidder shall not transfer or assign its Bid to a third party following submission of a Bid to the City.

#### **5.16 WITHDRAWAL OF BID**

Bidders shall withdraw their submitted Bid by notifying the City either in writing or in person through an authorized representative at any time prior to the deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Bidder. Bids, once received, become the property of the City, and will not be returned to Bidders even when they are withdrawn from consideration.

Bids, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent contract negotiation.

#### **5.17 PUBLIC RECORDS AND EXEMPTIONS**

Upon receipt, Bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders shall invoke the exemptions to disclosure provided by law, in the Bid, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected and stating the reasons why such exclusion from public disclosure is necessary. Bids will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the Bid opening, whichever is earlier.

#### **5.18 REJECTION OF BIDS**

Pursuant to Section 7-136 of the City Code the City reserves the right to reject any and all Bids for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the City; (2) if such Bid is deemed non-responsive; (3) if the Bidder is deemed non-responsive; or (4) if the Bid contains any materials irregularities. Minor irregularities contained in Bid will be waived by the City. A minor irregularity is a variation from the Invitation for Bid that does not affect the price of the contract nor does it give a Bidder an advantage or benefit not enjoyed by other Bidders and does not adversely impact the City.

#### **5.19 CONE OF SILENCE / CONFLICT OF INTEREST AND CODE OF ETHICS**

This Invitation for Bid is issued pursuant to the City of North Miami Code Section 7-193 which prohibits

certain types of communications: (a) A Cone of Silence shall be imposed upon each Invitation for Bid after the advertisement of said Invitation for Bid. At the time of imposition of the Cone of Silence, the director of the purchasing department or designee shall provide for public notice of the Cone of Silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the city clerk, with the copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular Invitation for Bid shall not preclude purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-bid conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable Invitation for Bid documents. A copy of all written communications must be filed with the City Clerk.

#### **5.20 BUSINESS ENTITY REGISTRATION**

The City of North Miami requires business entities to complete registration application before doing business with the City. Bidders need not register with the City to present a bid; however, the selected Bidder(s) must register prior to award of a contract as failure to register may result in the rejection of the bid. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application (*revised 7/09*) from our website at [www.northmiamifl.gov](http://www.northmiamifl.gov) it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this Invitation for Bid.

#### **5.21 SEALED BIDS:**

Original copy of the Bid Form as well as any other pertinent documents must be returned in order for the Bid to be considered for award. All Bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Form.

The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title to the Office of the City Clerk of North Miami, Room 12, City Hall, 776 N.E.125th Street, North Miami, Florida 33161-5216 until 3:00 p.m., local time on date due.

#### **5.22 EXECUTION OF BID:**

The Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen or be typewritten. No erasures are permitted. If a correction is necessary draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications CANNOT be changed or altered in any way after being submitted to the City.

#### **5.23 PRICES QUOTED:**

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 60 days from bid date unless otherwise specified in Special Conditions.

#### **5.24 MISTAKES:**

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all

instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk.

**5.25 UNDERWRITERS' LABORATORIES:**

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

**5.26 BID'S CONDITIONS:**

The City reserves the right to waive irregularities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the City of North Miami, Florida.

**5.27 PRODUCTS, MATERIALS WITH RECYCLED CONTENT:**

It is the intent and policy of the City of North Miami, Florida, that the needs of the City for products and materials be made using recycled contents whenever possible. Bidders must certify in writing the percentage of recycled content in the product or material. "Recycled content" means materials that have been recycled that are contained in the products or materials to be procured, including, but not limited to, paper, aluminum, glass and composted material. The minimum percentage of recycled content shall be twenty-five (25) percent of materials recovered from post consumer waste. The term does not include internally generated scrap that is commonly used in industrial or manufactured processes or waste or scrap purchased from another manufacturer who manufactures the same or a closely related product. The City may allow up to ten (10) percent price difference to a responsible Bidder who has certified in writing the above recycled content.

**5.28 EQUIVALENTS:**

If Bidder offers makes of equipment or brands of supplies other than those specified, it must be indicated in the Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized

and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid Form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. **Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and must be included with the Bid. No bids will be considered without this data.**

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as a Bid in complete compliance with the specifications as listed on the attached form.

**5.29 NON-CONFORMANCE TO CONTRACT CONDITIONS:**

Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at Bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

**5.30 SAMPLES:**

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name. Failure of Bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161.

**5.31 DELIVERY:**

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided.

Delivery time may become a basis for making an Award. Delivery shall be within the normal working hours of the City, Monday through Friday, excluding holidays.

**5.32 INTERPRETATIONS:**

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Purchasing Director, 776 N.E. 125th Street, North Miami, FL 33161, facsimile or email.

**5.33 BID OPENING:**

Bids shall be opened and publicly read in the Council Chambers, 776 N.E. 125th Street, North Miami, Florida 33161 on the date and at the time specified on the Bid Form. All bids received after that time shall be returned, unopened.

**5.34 INSPECTION, ACCEPTANCE & TITLE:**

Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the City unless loss or damage result from negligence by the City. If the materials or services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at Bidder's expense.

**5.35 PAYMENT:**

Payment will be made by the City after the items awarded to a Bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. The City of North Miami complies with Florida Statute 218.70, Florida Prompt Payment Act. Prompt payment is made within forty-five (45) days of date on which proper invoicing is received for goods and services and twenty (20) business days for construction services.

**5.36 DISPUTES:**

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

**5.37 LEGAL REQUIREMENTS:**

Federal, State, County and City laws, ordinances, rules and regulations that in any manner affect the

items covered herein apply. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to provide the goods or perform the services herein described.

**5.38 PATENTS & ROYALTIES:**

The Bidder, without exception, shall indemnify and save harmless the City of North Miami, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of North Miami, Florida. If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in providing the required goods or services.

**5.39 OSHA:**

The Bidder warrants that the product and services supplied to the City of North Miami, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

**5.40 SPECIAL CONDITIONS:**

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

**5.41 ANTI-DISCRIMINATION:**

The Bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**5.42 INSURANCE:**

Bidders are required assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Dade County and City of North Miami building requirements and the South Florida Building Code. The Bidder shall be liable for any damages or loss to the City occasioned by negligence of the Bidder (or agent) or any person the Bidder has designated in the completion of the contract as a result of the Bid.

**5.43 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:**

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. After acceptance of Bid, the City will notify the successful Bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

**5.44 DEFAULT/FAILURE TO PERFORM:**

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- a) Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
- b) Failure to begin the work under this Bid within the time specified.
- c) Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- d) Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non conforming with the terms of the contract.

- e) Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the work in accordance with and as required by the contract.
- f) Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

**5.45 BILLING INSTRUCTIONS:**

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the City of North Miami, 776 N.E. 125th Street, North Miami, Florida 33161.

**5.46 SUBSTITUTIONS:**

The City of North Miami, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments will be returned at the Bidder's expense.

**5.47 FACILITIES:**

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

**5.48 BID TABULATIONS:**

Bidders desiring a copy of the bid tabulation may request same by enclosing a self-addressed stamped envelope with the bid or may visit the City's website to view bid tabulations at [www.northmiamifl.gov](http://www.northmiamifl.gov) or Demand Star at [www.demandstar.com](http://www.demandstar.com)

**5.49 APPLICABLE LAW AND VENUE:**

The law of the State of Florida shall govern the contract between the City of North Miami and the successful Bidder and any action shall be brought in Miami-Dade County, Florida.

**5.50 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:**

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must

submit to the City of North Miami Purchasing Director at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of North Miami Purchasing Director. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids are required. A copy of such Addendum will be emailed to each Bidder receiving the Invitation for Bid. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

**5.51 AWARD OF CONTRACT:**

- A. A contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the City of North Miami. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie bids will be decided as described in Special Conditions.
- B. The City shall award a contract to a Bidder through action taken by the City Council or the City Manager of the City of North Miami, Florida.
- C. The General Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively and integral part of the contract between the City of North Miami and the successful Bidder.
- D. While the City of North Miami may determine to award a contract to a Bidder(s) under this Invitation for Bid, said Award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely

manner and in the form required by the City. If the Bidder is in default, the City, through the Purchasing Director, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

- E. The City reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this bid.
- F. The City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, provided this is expressly made a part of any contract awarded in regard to this bid.

**5.52 ASSIGNMENT:**

The Bidder shall not assign, transfer, convey, or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of North Miami.

**5.53 LAWS, PERMITS AND REGULATIONS:**

The Bidder shall obtain and pay all licenses, permits and inspection fees as may be required; and shall comply with all laws, ordinances, regulations, building code requirements applicable to the goods or services contemplated herein.

**5.54 OPTIONAL CONTRACT USAGE:**

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Bidders shall sell these commodities or services certified by the Division to the other State agencies and/or Governmental

Entities in the State of Florida at the agencies' and/or entities option.

**5.55 SPOT MARKET PURCHASES:**

It is the intent of the City to purchase the goods or services specifically listed in this bid from the selected Bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

**5.56 INCENTIVES/DISINCENTIVES:**

The City of North Miami has EXCLUDED incentive/disincentive for early completion provisions in the contract. Liquidated damages may apply for untimely delivery of goods or services.

**5.57 NON-COLLUSION:**

By submitting this bid, Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

**5.58 FLORIDA PUBLIC RECORDS ACT:**

All material submitted regarding this bid becomes the property of the City. Bids may be reviewed by any person ten (10) days after the public opening. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a Bidder does not eliminate this right.

**5.59 CONVICT PRODUCED MATERIAL**

Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if such materials have been:

1. Produced by convicts who are on parole, supervised release, or probation from a prison or;
2. Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987. Qualified prison facility means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.[53 FR 1923, Jan. 25, 1988, as amended at 58 FR 38975, July 21, 1993] Item 26. Public Agencies in Competition (e) except in the case of a concession agreement, as defined in section 710.703 of this title, no public agency shall be permitted to bid in competition or to enter into subcontracts with private Bidders.

**5.60 PROJECT RECORDS**

City shall have the right to inspect and copy, at City's expense, the books and records and accounts of the awarded Bidder which relate in any way to the Project, and to any claim for additional compensation made by the Bidder, and to conduct an audit of the financial and accounting records of the Bidder which relate to the Project and to any claim for additional compensation made by the Bidder. Bidder shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following final completion of the Project. During the Project and the three (3) year period following final completion of the Project, the Bidder shall provide City access to its books and records upon seventy-two (72) hours written notice.

**5.61 STANDARDIZED CHANGES**

Contract documents shall be modified to reflect the requirements of 23 CFR 635.109. The changed conditions contract clauses shall be made part of, and incorporated in this project which has been approved under 23 U.S.C. 106.

**5.62 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS**

The evaluation of competitive bids is subject to Section 7-151 of the City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Bidder shall affirm in writing its compliance with either of the following objective criteria as of the Bid submission date stated in the Invitation for Bid. A local business shall be defined as:

- a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid submission, that is appropriate for the goods, services or construction to be purchased; or
- b) A business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or
- c) A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the solicitation for supplies or services; or
- d) A business that subcontracts at least ten percent (10%) of the contractual amount of a City project to subcontractors who are physically located within the City of North Miami.

The preference is applied during the evaluation process. Bids received from local businesses are assigned a preference of ten (10) percent of the total price. **(See Form A-3, A-3a & A-3b)**

**5.63 NON-EXCLUSIVITY**

It is the intent of the City to enter into an agreement with the successful Bidder that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

**5.64 TERMINATION FOR CONVENIENCE**

The City, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful bidder(s) shall not incur any additional costs under this contract. The City shall be liable only for reasonable costs incurred by the successful Bidder(s) prior to the notice of termination. The City shall be the sole judge of "reasonable costs".

**END OF CITY OF NORTH MIAMI  
GENERAL TERMS AND CONDITIONS**



**The following documents follow:**

- **Attachment A**  
**Florida Statute Section 403.8532**  
**State Assisted Water Projects**
- **Attachment B**  
**Florida Department of Environmental**  
**Protection**  
**Supplementary Conditions**
- **Attachment C - Technical Specifications**  
**Biscayne Aquifer Wells**
- **Attachment D – Drawings**  
**Biscayne Aquifer Wells**

GENERAL CONDITIONS  
FOR  
STATE ASSISTED WATER PROJECTS  
UNDER  
SECTION 403.8532, FLORIDA STATUTES

## GENERAL CONDITIONS

### ARTICLE 1 – DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1. Acceptance: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.
2. Agreement: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed; the Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.
3. Addenda: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.
4. Application for Payment: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the Work have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.
5. Approval: Accept as satisfactory.
6. Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
7. Bidder: Any person, firm or corporation submitting a Bid for the Work.
8. Bonds: Bid, performance and payment bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the location of the project.
9. Change Order: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.
10. Contract Documents: Advertisement for Bids, Information for Bidders, the Bid, the Bonds, the Agreement, the Notice of Award, the Notice to Proceed, the Change Order, these General Conditions, the Florida Department of Environmental Protection Supplementary Conditions, and the Technical Specifications.
11. Contract Price: The total moneys payable to the CONTRACTOR under the Contract Documents.

12. Contract Time: The number of calendar days stated in the Agreement for the completion of the Work.
13. Contracting Officer: The OWNER or the Individual who is authorized to sign the Contract Documents on behalf of the owner's governing body.
14. Contractor: The person, firm or corporation with whom the OWNER has executed the Agreement.
15. Day: A calendar day of twenty-four (24) hours measured from midnight to the next midnight.
16. Drawings: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and referred to in the Contract Documents.
17. Engineer: The person, firm or corporation named as such in the Contract Documents.
18. Field Order: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.
19. Modification: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after the execution of the Agreement.
20. Notice of Award: The written notice by the OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.
21. Notice to Proceed: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.
22. Owner: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.
23. Project: The entire construction to be performed as provided in the Contract Documents.
24. Resident Project Representative: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.
25. Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or

distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

26. Samples: Physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
27. Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.
28. Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Project site.
29. Substantial Completion: The stage in construction when a Project can be utilized for the purposes for which it was intended. At substantial completion, minor items and items that are seasonally restricted need not be completed, but the items that affect operational integrity and function of the facility must be capable of continuous use.
30. Supplementary Conditions: FDEP Supplementary Conditions in effect at time of submission of Bid.
31. Supplier: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
32. Surety: The corporate body that is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.
33. Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.
34. Written Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapproval required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.1 Award:

The award of the Contract, if it is awarded, will be to the lowest responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid forms. If the Contract is awarded, the OWNER will issue the Notice of Award and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

### 2.2 Execution of Agreement:

At least three (3) counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the OWNER within ten (10) working days or fifteen (15) calendar days of receipt from the OWNER.

### 2.3 Forfeiture of Bid Security:

Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.2 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

### 2.4 Contractor's Pre-Start Representations:

CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

### 2.5 Commencement of Contract Time:

The Contract Time will commence to run no less than the fifteen (15) days after receipt by the CONTRACTOR of the Notice to Proceed.

### 2.6 Starting the Project:

CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to

the date on which the Contract Time commences to run, except with the written consent of the OWNER.

#### 2.7 Before Starting Construction:

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications.

#### 2.8 Schedule of Completion:

Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. See paragraphs 6.12(a) through 6.12(e). The ENGINEER shall review and return this schedule or require revisions thereto within fourteen (14) days of its submittal. If there is more than one CONTRACTOR involved in the Project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Contract Documents.

Within twenty (20) days after delivery of the executed Agreement by OWNER to CONTRACTOR, but before starting the Work at the site, a pre-construction conference will be held to review the above schedule, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

#### 2.9 Qualification of Subcontractors, Materialmen and Suppliers:

Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty (30) days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work,

material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

## ARTICLE 3 – CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

### 3.1 Intent:

It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

### 3.2 Contract Documents:

The Contract Documents are complimentary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Supplementary Conditions, Agreement Modifications, Addenda, Instructions to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of other Contract Documents are more stringent than of the Supplementary Conditions, the more stringent requirements shall apply.

### 3.3 Interpretation:

The words “furnish”, “furnish and install”, “install”, and “provide” or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean “furnish and install complete in place and ready for service”.

### 3.4 Miscellaneous Items and Accessories:

Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous items or accessory is and essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

### 3.5 Work Coordination:

The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.

### 3.6 Manufacturer's Literature:

Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

### 3.7 Brand Names:

Brand names where used in the technical specifications, are intended to denote the standard of quality and performance required of the particular material or product. The term "equal" or "equivalent", when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. The ENGINEER must approve proposed equal items before they are purchased or incorporated in the Work.

ARTICLE 4 – AVAILABILITY OF LANDS; REFERENCE POINTS & SUBSURFACE TEST;  
SUBSURFACE CONDITIONS

4.1 Availability of Lands:

The OWNER will furnish, as indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Reference Points and Subsurface Tests:

The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys and subsurface tests at no additional cost.

4.3 Subsurface Conditions:

The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

4.4 Differing Site Conditions:

- (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (i) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (ii) unknown physical conditions at the site, or an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such

conditions do materially so differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

- (b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above; provided, however, the time prescribed therefore may be extended by the OWNER.
- (c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

## ARTICLE 5 – BONDS AND INSURANCE

### 5.1 Performance and Payment Bonds:

The CONTRACTOR'S attention is directed to the requirement for the CONTRACTOR to furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR obligations under these Contract Documents.

### 5.2 Contractor's Liability Insurance:

- (a) The CONTRACTOR shall provide the OWNER with copies of insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be cancelled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.
- (b) The CONTRACTOR agrees that if any part of the Work under the Contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1, above.

### 5.3 Fire and Extended Coverage Insurance (Builders' Risk):

- (a) The CONTRACTOR shall maintain Insurance, in an insurance company or insurance companies acceptable to the OWNER, for Fire, Extended Coverage and Vandalism & Malicious Mischief on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance must at all times be at least equal to the actual cash value of the insured property. The interests may appear, and shall also cover the interests of all Subcontractors performing work.
- (b) The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be cancelled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

### 5.4 Cancellation and Re-Insurance:

If any insurance should be cancelled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

#### 5.5 Owner's Liability and Property Insurance:

In addition to the insurance required to be provided by CONTRACTOR under paragraphs 5.2 and 5.3, OWNER, at OWNER'S option, may purchase and maintain, at OWNER'S expense, OWNER'S own liability and property insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

## ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

### 6.1 Supervision and Superintendence:

The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR’S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the CONTRACTOR’S home office.)

### 6.2 Labor, Materials and Equipment:

- (a) The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.
- (b) The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.
- (c) All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.
- (d) All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

### 6.3 Materials, Equipment, Products, and Substitutions:

Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary of him to determine their acceptability and obtain his approval within ninety (90) calendar days after Award of Contract unless otherwise stipulated in the Contract Documents. No request for payment for “or equal” equipment will be approved until this list has been received and approved by the ENGINEER.

- (a) Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient

requirements and that other products of equal capacities, quality and function shall be considered per 40 CFR 33.255(c) as referenced in Chapter 62-552, FAC. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents be reference to brand name or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price or Contract Time.

- (b) No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.
- (c) Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.
- (d) Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alteration, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. See paragraph 7.10
- (e) No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

#### 6.4 Concerning Subcontractors:

- (a) The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.9 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.
- (b) The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any

Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

- (c) The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.
- (d) The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.
- (e) All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.
- (f) The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and materialmen engaged upon his Work.
  - (i) The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power in regards to terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.
  - (ii) The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.
  - (iii) If in the opinion of the ENGINEER, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

#### 6.5 Patent Fees and Royalties:

- (a) The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device that is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and the ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.
- (b) The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems that do not involve purchase by him of materials, appliances and articles.

#### 6.6 Permits:

The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER and when so stated in the Contract Documents, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

#### 6.7 Laws and Regulations:

The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

#### 6.8 Taxes:

Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

#### 6.9 Record Drawings:

The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the ENGINEER and to the State DEP and shall be delivered by him to the OWNER upon completion of the Project. It shall be used for this purpose only.

#### 6.10 Safety and Protection:

- (a) The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
  - (i) All employees on the Work and other persons who may be affected thereby,
  - (ii) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

(iii) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement on roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

(b) The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

#### 6.11 Emergencies:

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him is an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

#### 6.12 Shop Drawings and Samples:

- (a) After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.
- (b) The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.
- (c) At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings and samples may have from the requirements of the Contract Documents.
- (d) The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the

ENGINEER and will return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawing or sample shall constitute a representation to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

- (e) No work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed and approved by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.
- (f) The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

#### 6.13 Cleaning Up:

- (a) Site:

The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials, excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

- (b) Building:

Clean-up operations shall consistently be carried on the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work, he shall remove all rubbish, tools, scaffolding, surplus materials, etc., from the building and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The General

CONTRACTOR shall do the following special cleaning for all trades upon completion of the Work:

- (i) Remove putty stains and paint from walls and wash and polish all glass. Do not scratch or otherwise damage glass.
- (ii) Remove all marks, stains, fingerprints and other soil and dirt from painted, stained and decorated work.
- (iii) Remove all temporary protections and clean and polish floors.
- (iv) Clean and polish all hardware for all trades; this shall include removal of all stains, dust, dirt, paint, etc.

(c) General:

In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTORS that are involved with the construction of the Project, as the ENGINEER shall determine to be just.

6.14 Public Convenience and Safety:

The CONTRACTOR shall, at all times, conduct the Work in such a manner as to ensure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

6.15 Sanitary Provisions:

The General CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

6.16 Indemnification:

- (a) The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is

attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting therefrom and (ii) is caused in whole or in part by any negligent act of omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

- (b) In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.16(a), above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- (c) The obligations of the CONTRACTOR under paragraph 6.16(b), above, shall not extend to the liability of the ENGINEER'S negligent acts, errors or omissions or those of his employees or agents.

#### 6.17 Responsibility for Connecting to Existing Work:

It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or of work previously installed as required by the Drawings and Specifications to provide a complete installation.

#### 6.18 Work in Street, Highway and other Rights-of-Way:

Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The OWNER will be responsible for obtaining all permits necessary for the Work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

- (a) The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.
- (b) The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items that must be established by governmental agencies as soon as grading operations have begun on the site. It is advisable that this data should be obtained sufficiently early in the construction period to prevent any adverse effect on the Project.
- (c) Any variation from the requirements of paragraph 6.18(b), above, shall be stated in the Contract Documents.

#### 6.19 Cooperation with Governmental Agencies, Public Utilities, Etc.:

The OWNER shall be responsible for making all necessary arrangements with governmental agencies, public utilities, public carriers, service companies and corporation owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

- (a) The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental agencies, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.
- (b) The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

#### 6.20 Use of Premises:

CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of the site.

- (a) CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.
- (b) CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.
- (c) CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, Subcontractors and other personnel, and in routing material delivery truck and other vehicles to the Project site.

#### 6.21 Protection of Existing Property Improvements:

Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not indicated on the Drawings or noted in the Specifications as being removed or altered

shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of Award of Contract.

#### 6.22 Temporary HVAC:

The General CONTRACTOR shall provide heat, ventilation, air condition (HVAC), and fuel services as necessary to protect all work and materials within all habitable areas of permanent building construction. This is to ensure that all contracts are protected against injury from dampness, heat and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance. In which case, the OWNER shall assume all expenses of HVAC from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary services. Unless otherwise specifically permitted by the Contract Documents, the permanent HVAC system shall not be used to provide temporary HVAC. CONTRACTOR'S proposed methods should be submitted for approval.

## ARTICLE 7 – WORK BY OTHERS

- 7.1 The OWNER may perform additional work related to the Project by himself, or he may let others have direct contracts. Therefore, such contracts with others shall contain General Conditions similar to these. The General CONTRACTOR will afford the other contractors, who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work. The General CONTRACTOR shall properly connect and coordinate his Work with theirs.
- 7.2 If any part of the General CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the General CONTRACTOR will promptly report to the ENGINEER in writing any such work that hinder proper execution and results of his work.
- 7.3 The General CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The General CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other CONTRACTORS whose work will be affected.
- 7.4 If the performance of additional work by other CONTRACTORS or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the General CONTRACTOR prior to starting any such additional work. If the General CONTRACTOR believes that the performance of such additional work by the OWNER or other involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.
- 7.5 Where practicable, the General CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work, the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.
- 7.6 Necessary chases, slots, and holes required by other CONTRACTOR, that were not cut or built by the General CONTRACTOR, shall be cut by the other CONTRACTOR that requires such alterations. However, before the other CONTRACTOR executes the work, he must obtain the approval of the General CONTRACTOR. The General CONTRACTOR shall do all patching and finishing of his Work where cut by other CONTRACTORS at the expense of such other CONTRACTORS.
- 7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each CONTRACTOR shall coordinate his operations with those of the other CONTRACTORS for the best interest of the Work in order to prevent delay in the execution thereof.

- 7.8 Each CONTRACTOR shall keep himself informed of the progress of the work of other CONTRACTORS. Should lack of progress or defective workmanship on the part of other CONTRACTORS interfere with his operations, the CONTRACTOR affected shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the affected CONTRACTOR of the status of the work of other CONTRACTORS as being satisfactory for proper coordination of his own Work.
- 7.9 Each CONTRACTOR shall give notices of the progress of his work so as to allow other CONTRACTORS adequate opportunity to properly direct and coordinate their work. The General CONTRACTOR shall give notices of the progress of his Work so that work of other CONTRACTORS, when required to be concealed, may be placed before the general CONTRACTOR'S Work. All such notices shall be submitted to the ENGINEER with copies to other prime CONTRACTORS on the Project sufficiently ahead of the job progress schedule to permit adequate time for the other prime CONTRACTORS to coordinate their work.
- 7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

## ARTICLE 8 – OWNER’S RESPONSIBILITIES

- 8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.
- 8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.
- 8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in paragraph 14.3.
- 8.4 OWNER’S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4, and the Contract Documents. Paragraph 4.2 refers to OWNER’S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.
- 8.5 The OWNER’S responsibilities in respect of liability and property insurance are set forth in paragraph 5.5.
- 8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4 will be obligated to execute Change Orders.
- 8.7 In connection with the OWNER’S right to stop Work or suspend Work, see paragraph 15.1. Paragraph 15.3 deals with the OWNER’S right to terminate services of the CONTRACTOR under certain circumstances.
- 8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.4.
- 8.9 OWNER’S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 9.5.

## ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

### 9.1 OWNER’S Representative:

The ENGINEER shall be the OWNER’S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER’S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

- (a) The ENGINEER’S decision, in matters relating to aesthetics, shall be final, if within the terms of the Contract Documents.
- (b) All claims, counter-claims, disputes, and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this Agreement or the breach thereof, will be decided by arbitration in a court within the State that has jurisdiction to the location of the Project, if the parties hereto mutually agree; except as may be otherwise provided in this Contract.

### 9.2 Visits to Site:

The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of CONTRACTORS.

### 9.3 Clarifications and Interpretations:

The ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise), as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim, therefore, as provided in Articles 11 and 12.

### 9.4 Measurement of Quantities:

The ENGINEER, in accordance with the United States Standard Measures, will measure all Work completed under the Contract. All linear surface measurements will be made horizontally or vertically as required by the item measured.

#### 9.5 Rejecting Defective Work:

The ENGINEER will have authority to disapprove or reject Work which is “defective” (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work as provided in the Contract Documents, whether or not the Work is fabricated, installed or completed.

#### 9.6 Shop Drawings, Change Orders, and Payments:

- (a) In connection with the ENGINEER’S responsibility as to Shop Drawings and samples, see paragraphs 6.12(d) through 6.12(f), inclusive.
- (b) In connection with the ENGINEER’S responsibility for Change Orders, see Articles 10, 11, 12, and FDEP Supplementary Conditions.
- (c) In connection with the ENGINEER’S responsibilities in respect of Application for Payment, etc., see Article 14.

#### 9.7 Resident Project Representative:

The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction Drawings and the Contract Specifications.

#### 9.8 Decisions on Disagreements:

- (a) The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to ensure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.
- (b) Either the OWNER or the CONTRACTOR, if both agree, may request arbitration with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.4, such arbitration to be in accordance with Article 16. However, no request for arbitration of any such claim, dispute or other matter shall be made until the earlier of (i) the date on which the ENGINEER has rendered his decision or (ii) the tenth day after the parties have presented their evidence to the ENGINEER, if he has not rendered his written decision before that date. No request for arbitration shall be made later than thirty (30) after the date on

which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which arbitration is sought; and the failure to request arbitration within said thirty (30) days' period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after arbitration proceeding have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except when the decision is acceptable to the parties concerned.

#### 9.9 Limitations on Engineer's Responsibilities:

- (a) Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.
- (b) The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.
- (c) The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other persons performing any of the Work.

#### 9.10 Record Drawings:

The CONTRACTOR shall assist the ENGINEER to incorporate all Contract annotated changes, all addenda and all modifications to the plans and specifications into a final as-built set of plans and specifications. Four sets of these final as-built plans and specifications will be supplied to the OWNER.

## ARTICLE 10 – CHANGES IN THE WORK

- 10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, and equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.
- 10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. A Field Order may accomplish these minor changes or alterations. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.
- 10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.11 and except as provided in paragraph 10.2, above.
- 10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed, as provided in paragraph 4.4. And Work performed in an emergency, as provided in paragraph 6.11. Also, any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.
- 10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds, which shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

## ARTICLE 11 – CHANGE OF CONTRACT PRICE

- 11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.
- (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the Contract, including but not limited to changes:
    - (i) in the Specifications (including drawings and designs);
    - (ii) in the method or manner of performance of the Work;
    - (iii) in the OWNER-furnished facilities, equipment, materials, services, or site; or
    - (iv) directing acceleration in the performance of the Work.
  - (b) Any other written order or oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a Change Order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a Change Order.
  - (c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the CONTRACTOR to an equitable adjustment hereunder.
  - (d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly: Provided, however, that except for claims based on defective specifications, no claim for any change under paragraph (b), above, shall be allowed for any costs incurred more than twenty (20) days before the CONTRACTOR gives written notice as therein required: And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.
  - (e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within thirty (30) days after receipt of a written Change Order under paragraph (11.1), above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under paragraph (11.1), above.

- (f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

11.2 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determine in one of the following ways:

- (a) Each Change Order shall be reviewed in accordance with the provisions of Chapter 62-552, FAC. The CONTRACTOR shall assure that the cost and pricing data submitted for evaluation of Change Orders is based on current accurate and complete data supported by their books and records.
- (b) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved. Should the Work (by quantity) be increased or decreased by 15 percent from that stipulated in the Contract Documents, the OWNER and the CONTRACTOR may request adjustment of the unit prices by negotiation. If negotiation fails to reach agreement, then either party may request arbitration for the volume in excess of the 15 percent differential.
- (c) By negotiated lump sum.
- (d) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the Work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.3 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.4:

- (a) Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR:

Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

- (b) Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith:

All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

- (c) Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors:

If required by OWNER, CONTRACTOR shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work Plus a Fee, the Cost of the Work shall be determined in accordance with paragraphs 11.3 and 11.4. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

- (d) Costs of special consultants (including, but not limited to engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.
- (e) Supplemental costs including the following:
- (i) The proportion of necessary transportation, traveling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.
  - (ii) Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
  - (iii) Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof – all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
  - (iv) Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.
  - (v) Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

- (vi) Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.5(b).
- (vii) The cost of utilities, fuel and sanitary facilities at the site.
- (viii) Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- (ix) Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.4 The term Cost of the Work shall not include any of the following:

- (a) Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.3(a) – all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.
- (b) Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.
- (c) Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- (d) Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in subparagraph 11.3(ix)).
- (e) Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

(f) Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.3.

11.5 The CONTRACTOR'S Fee, which shall be allowed to CONTRACTOR for his overhead and profit, shall be determined as follows:

(a) a mutually acceptable firm fixed price; or if none can be agreed upon,

(b) a mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.6 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change that results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.7 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.3 and 11.4, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

## ARTICLE 12 – CHANGE OF THE CONTRACT TIME

- 12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten (10) days of the occurrence of the event-giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER, if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR, if he makes a claim therefore, as provided in paragraph 12.1, above. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.
- 12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.
- 12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two (2) weeks after demand for such Drawings and not then unless such claim be reasonable.

## ARTICLE 13 – GUARANTEE

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees, for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system, that the completed system is free from all defects due to faulty materials or workmanship. The CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period. Express warranties are set forth in the Contract Documents.

## ARTICLE 14 – PAYMENTS AND COMPLETION

### 14.1 Payment to Contractor:

At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the Work performed during the period covered by the partial payment estimate. This submittal must be supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

- (a) Withholding of not more than ten (10) percent of the payment claimed until work is fifty (50) percent complete;
- (b) When work is fifty (50) percent complete, reduction of the withholding to five (5) percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding;
- (c) When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below five (5) percent to only that amount necessary to assure completion.
- (d) The OWNER may reinstate up to ten (10) percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for withholding.

### 14.2 Contractor's Warranty of Title:

The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for Payment. And that it must be free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing

materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

#### 14.3 Approval of Payments:

(a) The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER. The ENGINEER'S approval is based on his on-site observations of the Work in progress as an experienced and qualified design professional. The approval is also based on his review of the Application for Payment and the supporting data that show the Work has progressed to the point indicated. Furthermore, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval). And that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work; or that he has reviewed the means, methods, techniques, sequences, and procedures of construction; or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to paid to him on account of the Contract Price; or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

(b) The CONTRACTOR shall make the following certification on each request for payment:

“I hereby certify that the labor and materials listed on this request for payment have been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below.”

(c) The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.4 have been fulfilled.

(d) The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspection or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

- (i) The Work is defective, or completed Work has been damaged requiring correction.
  - (ii) The Work for which payment is requested cannot be verified.
  - (iii) Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof.
  - (iv) The Contract Price has been reduced because of Modifications.
  - (v) The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1.
  - (vi) Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraph 6.13.
  - (vii) Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents.
  - (viii) Of liquidated damages payable by the CONTRACTOR.
  - (ix) Of any other violation of, or failure to comply with, the provisions of the Contract Documents.
- (e) Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
  - (f) The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the OWNER.
  - (g) Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate, attached to the final payment request, that he has accepted the Work under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the Work.
  - (h) The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request,

furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S pay from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims. When satisfactory evidence is furnished that all liabilities have been fully discharged, payment to the CONTRACTOR shall be resumed in accordance with the terms of the Contract Documents. But in no event shall the provisions of this paragraph be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

#### 14.4 Acceptance of Final Payment as Release:

The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability other than claims in stated amounts as may be specifically accepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance and Payment Bonds.

## ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

### 15.1 Owner May Suspend Work:

The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will resume the Work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

### 15.2 Work During Inclement Weather:

No work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

### 15.3 Owner May Terminate:

- (a) If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven (7) days' written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

- (b) Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.
- (c) Upon seven (7) days' written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

#### 15.4 Removal of Equipment:

In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR, if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

#### 15.5 Contractor May Stop Work or Terminate:

If, through no act or fault of the CONTRACTOR, the work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within thirty (30) days of its approval and presentation, then the CONTRACTOR, upon seven days' written notice to the OWNER and the ENGINEER, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER, has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days' notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

#### 15.6 Owner Furnished Equipment:

In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required by the Contract Documents, and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

#### 15.7 Liquidated Damages:

If the CONTRACTOR shall fail to complete the Work within the Contract Time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for

each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

## ARTICLE 16 – ARBITRATION

- 16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement of the breach thereof, except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.4, shall be decided by arbitration. That is, if all parties mutually agree, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, or in a court of the State that has jurisdiction of the location of the Project. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgement may be entered upon it in any court having jurisdiction thereof.
- 16.2 Notice of the request for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association, if both parties mutually agree to arbitration, and a copy shall be filed with the ENGINEER. The request for arbitration shall be made within the thirty (30)-day period specified in paragraph 9.8(b), where applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen. But in no event shall it be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question or would it be barred by the applicable statute of limitations.
- 16.3 The CONTRACTOR will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and the OWNER in writing.

## ARTICLE 17 – MISCELLANEOUS

- 17.1 Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to sender of the notice.
- 17.2 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1 ½% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.
- 17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets that have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.
- 17.4 The duties and obligations imposed by these General Conditions and the FDEP Supplementary Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.17 and 14.3(a) and those in the Contract Documents. And, in addition, the rights and remedies available to OWNER and ENGINEER thereunder, shall not be construed in any way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents.
- 17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable; claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- 17.6 The Contract Documents shall be governed by the law of the location of the Project.

Florida Department of Environmental Protection  
Bureau of Water Facilities Funding  
Supplementary Conditions  
for

Formally Advertised  
Construction Procurement

**TABLE OF CONTENTS FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

<b>Article Number</b>	<b>Article Title</b>	<b>Page</b>
1	DEFINITIONS .....	FDEP-4
2	PRIVITY OF AGREEMENT/CONTRACT .....	FDEP-6
3	PROCUREMENT REQUIREMENTS .....	FDEP-7
4	RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES .....	FDEP-7
5	CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS .....	FDEP-8
6	ADVERTISEMENT FOR BIDS; SUBMISSION OF BIDS; OPENING OF BIDS .....	FDEP-8
7	BONDS AND INSURANCE .....	FDEP-8
8	AWARD OF AGREEMENT/CONTRACT .....	FDEP-9
9	CONTRACT TIME AND NOTICE TO PROCEED .....	FDEP-10
10	ITEMIZED CONSTRUCTION COST BREAKDOWN; CONSTRUCTION AND PAYMENT SCHEDULES .....	FDEP-10
11	AVAILABILITY OF LANDS .....	FDEP-10
12	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSTRUCTION PERMIT(S) .....	FDEP-11
13	ENGINEER .....	FDEP-11
14	APPLICATIONS FOR PAYMENT .....	FDEP-11
15	ACCESS TO RECORDS .....	FDEP-11
16	ACCESS TO WORK SITE(S) .....	FDEP-11
<b>17*</b>	MINORITY AND WOMEN'S BUSINESS ENTERPRISES .....	FDEP-11
<b>18*</b>	VIOLATING FACILITIES (SECTION 306 OF THE CLEAN AIR ACT, SECTION 508 OF THE CLEAN WATER ACT, AND EXECUTIVE ORDER 11738) .....	FDEP-12
<b>19*</b>	DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549) .....	FDEP-13
20	EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246) .....	FDEP-14

**\*DESIGNATES PROVISIONS THAT ARE NOT REQUIRED FOR NON-EQUIVALENCY PROJECTS**

<b>Appendix Letter</b>	<b>Appendix Title</b>	<b>Page</b>
<b>A*</b>	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS .....	FDEP-16
<b>B</b>	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246) .....	FDEP-18
<b>C</b>	GOALS AND TIMETABLES FOR MINORITIES AND FEMALES .....	FDEP-20
<b>D</b>	EQUAL OPPORTUNITY CLAUSE .....	FDEP-23
<b>E</b>	NOTICE TO BE POSTED .....	FDEP-25
<b>F</b>	STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246) .....	FDEP-26
<b>G</b>	CERTIFICATION OF COMPLIANCE WITH 41 CFR 60-1.7: REPORTS AND OTHER REQUIRED INFORMATION .....	FDEP-31
<b>H</b>	CERTIFICATION OF NONSEGREGATED FACILITIES .....	FDEP-33
<b>I</b>	DAVIS - BACON REQUIREMENTS .....	FDEP-34

**\*DESIGNATES PROVISIONS THAT ARE NOT REQUIRED FOR NON-EQUIVALENCY PROJECTS**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

The intent of the Florida Department of Environmental Protection (FDEP) Supplementary Conditions is to complement and supplement other provisions of the Bidding Documents. However, if there is any conflict between the FDEP Supplementary Conditions and other provisions of the Bidding Documents, the FDEP Supplementary Conditions shall take precedence over the other provisions except when the other provisions are similar to, but more stringent than, the FDEP Supplementary Conditions. When other provisions of the Bidding Documents are similar to, but more stringent than, the FDEP Supplementary Conditions, the more stringent provisions shall apply.

ARTICLE 1 - DEFINITIONS

1.1. Wherever used in these Supplementary Conditions (except in the appendices to these Supplementary Conditions), the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

1.1.1. Addendum - A written or graphic instrument that is issued prior to the opening of bids and that clarifies, corrects, or changes the Bidding Documents.

1.1.2. Agreement or Contract - The written agreement between the Owner and the Contractor covering the Work to be performed and furnished; these Supplementary Conditions and other Contract Documents are attached to the Agreement/Contract and made a part thereof as provided therein.

1.1.3. Application for Payment - The form that is accepted by the Engineer and used by the Contractor in requesting progress and/or final payments and that is to include such supporting documentation as is required by the Contract Documents.

1.1.4. Bid - The offer or proposal of a bidder submitted on the prescribed form and setting forth the price(s) for the Work to be performed and furnished.

1.1.5. Bidder - Any person, firm, or corporation that submits a bid directly to the Owner.

1.1.6. Bidding Documents - The Advertisement for Bids or the Invitation to Bid, the Instructions to Bidders or the Information for Bidders, the Bid Form, the proposed Contract Documents, and all addenda.

1.1.7. Bond - An instrument of security.

1.1.8. Change Order - A document that is recommended by the Engineer and signed by the Contractor and the Owner; that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price

or the Contract Time; and that is issued on or after the Effective Date of the Agreement/Contract.

1.1.9. Contract Documents - The Agreement/Contract; the Contractor's Bid when attached as an exhibit to the Agreement/Contract; the Performance and Payment Bond(s); the General Conditions; the Supplementary Conditions (including these Supplementary Conditions); the Specifications (written technical descriptions of material, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto); the Drawings (drawings that show the character and scope of the Work to be performed and furnished); all addenda that pertain to the Contract Documents; and all change orders.

1.1.10. Contract Price - The moneys payable by the Owner to the Contractor under the Contract Documents as stated in the Agreement/Contract.

1.1.11. Contract Time - The number of days or the date stated in the Contract Documents for completion of the Work.

1.1.12. Contractor - The person, firm, or corporation with whom or which the Owner enters into the Agreement/Contract.

1.1.13. Effective Date of the Agreement/Contract - The date indicated in the Agreement/Contract on which the Agreement/Contract becomes effective, or if no such date is indicated in the Agreement/Contract, the date on which the Agreement/Contract is signed and delivered by the last of the two parties to sign and deliver the Agreement/Contract.

1.1.14. Engineer - The person, firm, or corporation named as such in the Contract Documents.

1.1.15. Minority Business Enterprise (MBE) - A historically Black college or university or a business that is (a) certified as socially and economically disadvantaged by the Small Business Administration, (b) certified as an MBE by a state or Federal agency, or (c) an independent business concern which is at least 51-percent owned and controlled by minority group members. (A minority group member is an individual who is a citizen of the United States and one of the following: [i] Black American; [ii] Hispanic American [with origins from Puerto Rico, Mexico, Cuba, or South or Central America]; [iii] Native American [American Indian, Eskimo, Aleut, or native Hawaiian]; or [iv] Asian-Pacific American [with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent].)

1.1.16. Notice to Proceed - The written notice given by the Owner to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform its obligations under the Contract Documents.

1.1.17. Owner - The local government (municipality, county, district, or authority; or any agency thereof; or a combination of two or more of the foregoing acting jointly) with which the Florida Department of Environmental Protection may execute, or has executed, a State revolving fund loan agreement and for which the Work is to be provided.

1.1.18. Project - The total construction or facilities described in a State revolving fund loan agreement between the Florida Department of Environmental Protection and the Owner, of which the Work to be provided under the Contract Documents may be the whole or a part.

1.1.19. Subcontract - A direct contract between a subcontractor and the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.1.20. Subcontractor - A person, firm, or corporation having a direct contract with the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.1.21. Successful Bidder - The lowest responsive, responsible bidder to whom or which the Owner intends to award the Agreement/Contract.

1.1.22. Women's Business Enterprise (WBE) - A business that is (a) certified as a WBE by a state or Federal agency or (b) an independent business concern which is at least 51-percent owned and controlled/operated by women. (Determination of whether a business is at least 51-percent owned by women shall be made without regard to community property laws [e.g., an otherwise qualified WBE that is 51-percent owned by a married woman in a community property state will not be disqualified because the married woman's husband has a 50-percent interest in the married woman's share of the business; similarly, a business that is 51-percent owned by a married man and 49-percent owned by women will not become a qualified WBE by virtue of the married man's wife having a 50-percent interest in the married man's share of the business].)

1.1.23. Work - The entire completed construction or the various separately identifiable parts thereof required to be performed and furnished under the Contract Documents; Work is the result of performing services, furnishing labor, furnishing material and equipment, and incorporating material and equipment into the construction as required by the Contract Documents.

## ARTICLE 2 - PRIVACY OF AGREEMENT/CONTRACT

2.1. The Owner expects to finance this Agreement/Contract with assistance from the Florida Department of Environmental Protection, which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency. Neither the State of Florida nor the United States (nor any of their

departments, agencies, or employees) will be a party to this Agreement/Contract or any lower-tier subcontract.

ARTICLE 3 - PROCUREMENT REQUIREMENTS

3.1. This Agreement/Contract and the Owner's solicitation and award of this Agreement/Contract are subject to requirements contained in Chapter 62-552 (Revolving Loan Program), Florida Administrative Code.

ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES

**Resolution of Protests Concerning the Owner's Solicitation and/or Award of this Agreement/Contract:**

4.1. Protests concerning the Owner's solicitation and/or award of this Agreement/Contract must be filed in writing with the Owner to be considered.

4.2. All timely written protests concerning the Owner's solicitation and/or award of this Agreement/Contract are to be resolved in accordance with the Owner's dispute resolution process. A copy of the ordinance(s), resolution(s), or written policy(policies) that set forth the Owner's dispute resolution process is included elsewhere in the Bidding Documents or is to be made available by the Owner upon request.

4.3. Neither the Florida Department of Environmental Protection (FDEP) nor the United States Environmental Protection Agency (USEPA) will become a party to, or have any role in resolving, protests concerning the Owner's solicitation and/or award of this Agreement/Contract. Protest decisions made by the Owner can not be appealed to the FDEP or the USEPA.

**Resolution of Claims and Disputes Between the Owner and the Contractor:**

4.4. Unless otherwise provided in the Contract Documents, all claims and disputes between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof are to be decided by arbitration (if the Owner and the Contractor mutually agree) or in a court of competent jurisdiction within the State of Florida.

4.5. Neither the Florida Department of Environmental Protection nor the United States Environmental Protection Agency will become a party to, or have any role in resolving, claims and disputes between the Owner and the Contractor.

ARTICLE 5 - CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS

5.1. All changes to the Bidding Documents made subsequent to the Florida Department of Environmental Protection's (FDEP's) acceptance of the Bidding Documents and prior to the opening of bids are to be documented via addendum(addenda) to the Bidding Documents; all changes to the Contract Documents made after the opening of bids are to be documented by change order(s) to the Contract Documents. The Owner shall submit all addenda and change orders to the FDEP.

ARTICLE 6 - ADVERTISEMENT FOR BIDS; SUBMISSION OF BIDS; OPENING OF BIDS

**Advertisement for Bids:**

6.1. At a minimum, this Agreement/Contract is to be advertised for bids in local and statewide newspapers.

**Submission of Bids:**

6.2. Bidders shall submit their bids at the place and by the deadline indicated elsewhere in the Bidding Documents.

**Opening of Bids:**

6.3. Bids are to be opened and read aloud publicly at the time and place indicated elsewhere in the Bidding Documents.

ARTICLE 7 - BONDS AND INSURANCE

**Bid Guarantees:**

7.1. Each bidder's bid is to be accompanied by a bid guarantee made payable to the Owner in an amount at least equal to five percent of the bidder's maximum bid price and in the form of a certified check or bid bond.

**Performance and Payment Bond(s):**

7.2. The Contractor shall furnish a combined performance and payment bond in an amount at least equal to 100 percent of the Contract Price (or, if required elsewhere in the Contract Documents, the Contractor shall furnish separate performance and payment bonds, each in an amount at least equal to 100 percent of the Contract Price) as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. This(these) bond(s) are to be delivered to the Owner by the Contractor along with the executed Agreement/Contract. The Owner shall forward a copy of this(these) bond(s) to the Florida Department of Environmental Protection.

**Insurance:**

7.3. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, such liability insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims that may arise out of, or result from, the Contractor's performance and furnishing of the Work (whether the Work is to be performed or furnished by the Contractor or any subcontractor at the Work site) and the Contractor's other obligations under the Contract Documents. This insurance is to include workers' compensation insurance, comprehensive general liability insurance, comprehensive automobile liability insurance, and contractual liability insurance applicable to the Contractor's indemnification obligations and is to be written for not less than the limits of liability and coverages determined by the Owner or required by law, whichever is greater.

7.4. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, property insurance upon the Work at the Work site in an amount equal to the full replacement cost of the Work or the full insurable value of the Work. This insurance is to include the interests of the Owner, the Contractor, and all subcontractors at the Work site (all of whom are to be listed as insureds or additional insured parties); is to insure against the perils of fire and extended coverage; and is to include "all-risk" insurance for physical loss or damage due to theft, vandalism and malicious mischief, collapse, water damage, and/or all other risks against which coverage is obtainable.

7.5. Before any Work at the Work site is started, the Contractor shall deliver to the Owner certificates of insurance that the Contractor is required to purchase and maintain in accordance with Paragraphs 7.3 and 7.4 of this Article and other provisions of the Contract Documents, and the Owner shall deliver to the Contractor certificates of insurance that the Owner is required to purchase and maintain in accordance with Paragraphs 7.3 and 7.4 of this Article and other provisions of the Contract Documents. The Owner shall forward a copy of these certificates to the Florida Department of Environmental Protection.

ARTICLE 8 - AWARD OF AGREEMENT/CONTRACT

8.1. If this Agreement/Contract is awarded, it is to be awarded to the lowest responsive, responsible bidder. A fixed-price (lump-sum or unit-price or both) agreement/contract is to be used. A clear explanation of the method of evaluating bids and the basis for awarding this Agreement/Contract are included elsewhere in the Bidding Documents. All bids may be rejected when in the best interest of the Owner.

ARTICLE 9 - CONTRACT TIME AND NOTICE TO PROCEED

**Contract Time:**

9.1. The number of days within which, or the date by which, the Work is to be completed and ready for final payment (the Contract Time) is set forth elsewhere in the Contract Documents.

**Notice to Proceed:**

9.2. The Owner shall give the Contractor a notice to proceed fixing the date on which the Contract Time will commence to run. The Owner shall forward a copy of this notice to proceed to the Florida Department of Environmental Protection.

ARTICLE 10 - ITEMIZED CONSTRUCTION COST BREAKDOWN; CONSTRUCTION AND PAYMENT SCHEDULES

10.1. The Contractor shall submit to the Owner, within ten calendar days after the Effective Date of this Agreement/Contract, an itemized construction cost breakdown and construction and payment schedules.

10.1.1. The itemized construction cost breakdown, or schedule of values, is to include quantities and prices of items aggregating the Contract Price and is to subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices are to include an appropriate amount of overhead and profit applicable to each item of Work.

10.1.2. The construction, or progress, schedule is to indicate the Contractor's estimated starting and completion dates for the various stages of the Work and is to show both the projected cost of Work completed and the projected percentage of Work completed versus Contract Time.

10.1.3. The payment schedule is to show the Contractor's projected progress and final payments cumulatively by month.

ARTICLE 11 - AVAILABILITY OF LANDS

11.1. The Owner shall furnish all lands and shall obtain all rights-of-ways and easements upon which the Work is to be performed and furnished.

ARTICLE 12 - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSTRUCTION PERMIT(S)

12.1. The Owner shall obtain the appropriate Florida Department of Environmental Protection construction permit(s) required for the Work.

ARTICLE 13 - ENGINEER

13.1. The Owner shall employ a professional engineer registered in the State of Florida to oversee the Work.

ARTICLE 14 - APPLICATIONS FOR PAYMENT

14.1. The Contractor's applications for payment are to be accompanied by such certificates or documents as may be reasonably required. The Owner shall forward a copy of such certificates or documents as may be reasonably required to the Florida Department of Environmental Protection.

ARTICLE 15 - ACCESS TO RECORDS

15.1. Authorized representatives of the Owner, the Florida Department of Environmental Protection, and the United States Environmental Protection Agency shall have access to, for the purpose of inspection, any books, documents, papers, and records of the Contractor that are pertinent to this Agreement/Contract. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of five years after receiving and accepting final payment under this Agreement/Contract.

ARTICLE 16 - ACCESS TO WORK SITE(S)

16.1. Authorized representatives of the Owner, the Florida Department of Environmental Protection (FDEP), and the United States Environmental Protection Agency (USEPA) shall have access to the Work site(s) at any reasonable time. The Contractor shall cooperate (including making available working copies of plans and specifications and supplementary materials) during Work site inspections conducted by the Owner, the FDEP, or the USEPA.

ARTICLE 17 - MINORITY AND WOMEN'S BUSINESS ENTERPRISES

17.1. A goal of 9 \* percent of the Contract Price is established for Minority Business Enterprise (MBE) participation in the Work, and a goal of 3 \* percent of the Contract Price is established for Women's Business Enterprise (WBE) participation in the Work. If bidders or prospective contractors (including the Contractor) intend to let any lower-tier goods or services (including construction) subcontracts for any portion of the Work, they shall physically include these percentage goals for MBE and WBE participation in all solicitations for subcontracts and shall take affirmative steps to assure that MBEs and WBEs are utilized, when possible, as sources of goods and services. Affirmative steps are to include the following: (a) including small, minority, and women's businesses on solicitation lists; (b) assuring that small, minority, and women's businesses are solicited whenever they are potential sources; (c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small, minority, and women's businesses; (d) establishing delivery

schedules, when requirements permit, that will encourage participation by small, minority, and women's businesses; and (e) using the services of the Small Business Administrative and the Office of Minority Business Enterprise of the United States Department of Commerce as appropriate.

\*The percentage goals for MBE and WBE participation are to be inserted by the Owner and are to be based upon the percentage goals that have been, or will be, stipulated in the State revolving fund loan agreement for the Owner's FDEP-assisted Project.

17.2. Within ten calendar days after being notified of being the apparent Successful Bidder, the apparent Successful Bidder shall submit to the Owner documentation of the affirmative steps it has taken to utilize Minority and Women's Business Enterprises (MBEs and WBEs) in the Work and documentation of its intended use of MBEs and WBEs in the Work. The Owner shall keep this documentation on file and shall forward to the Florida Department of Environmental Protection a copy of the apparent Successful Bidder's documentation concerning its intended use of MBEs and WBEs in the Work.

17.3. Minority and Women's Business Enterprise (MBE and WBE) participation in the Work is to be considered in the award of this Agreement/Contract. The Owner shall not execute this Agreement/Contract until the Florida Department of Environmental Protection has approved the extent of MBE and WBE participation in the Work.

ARTICLE 18 - VIOLATING FACILITIES (SECTION 306 OF THE CLEAN AIR ACT, SECTION 508 OF THE CLEAN WATER ACT, AND EXECUTIVE ORDER 11738)

18.1. The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15, which prohibit the use, under nonexempt Federal contracts, grants, or loans, of facilities included on the United States Environmental Protection Agency's List of Violating Facilities.

18.2. In accordance with 40 CFR Part 15, if the price of this Agreement/Contract exceeds \$100,000 and/or if this Agreement/Contract is otherwise nonexempt from 40 CFR Part 15, the Contractor agrees to the following:

18.2.1. the Contractor will not use any facility on the United States Environmental Protection Agency's List of Violating Facilities in the performance of this Agreement/Contract for the duration of time that the facility remains on the List;

18.2.2. the Contractor will notify the Florida Department of Environmental Protection/United States Environmental Protection Agency (USEPA) if a facility it intends to use in the performance of this Agreement/Contract is on the USEPA's List of Violating Facilities or if it knows that a facility it intends to use in the performance of this Agreement/Contract has been recommended to be placed on the USEPA's List of Violating Facilities; and

18.2.3. in the performance of this Agreement/Contract, the Contractor will comply with all requirements of the Clean Air Act and the Clean Water Act, including the requirements of Section 114 of the Clean Air Act and Section 308 of the Clean Water Act, and all applicable clean air standards and clean water standards.

18.3. If the Contractor, or any subcontractor at any tier, awards any lower-tier goods or services (including construction) subcontracts for any portion of the Work, it shall physically include in all such subcontracts the following provision:

18.3.1. The Subcontractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15, which prohibit the use, under nonexempt Federal contracts, grants, or loans, of facilities included on the United States Environmental Protection Agency's (USEPA's) List of Violating Facilities. In accordance with 40 CFR Part 15, if the price of this Subcontract exceeds \$100,000 and/or if this Subcontract is otherwise nonexempt from 40 CFR Part 15, the Subcontractor agrees to the following: (a) the Subcontractor will not use any facility on the USEPA's List of Violating Facilities in the performance of this Subcontract for the duration of time that the facility remains on the List; (b) the Subcontractor will notify the Florida Department of Environmental Protection/USEPA if a facility it intends to use in the performance of this Subcontract is on the USEPA's List of Violating Facilities or if it knows that a facility it intends to use in the performance of this Subcontract has been recommended to be placed on the USEPA's List of Violating Facilities; and (c) in the performance of this Subcontract, the Subcontractor will comply with all requirements of the Clean Air Act and the Clean Water Act, including the requirements of Section 114 of the Clean Air Act and Section 308 of the Clean Water Act, and all applicable clean air standards and clean water standards. In addition, if the Subcontractor awards any lower-tier goods or services (including construction) subcontracts under this Subcontract, the Subcontractor shall physically include this provision in all such subcontracts.

ARTICLE 19 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

19.1. If the price of this Agreement/Contract equals or exceeds \$25,000, the Owner shall not award this Agreement/Contract, nor permit any lower-tier goods or services (including construction) subcontract with a price equaling or exceeding \$25,000 to be awarded, to any party that is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs under Executive Order 12549 (Debarment and Suspension).

19.2. The attention of all bidders or prospective contractors (including the Contractor) is directed to the certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", which has been extracted from Appendix B to 40 CFR Part 32 and included as Appendix A to these Supplementary Conditions. The certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" is applicable to this Agreement/Contract if the price of this Agreement/Contract equals or exceeds \$25,000.

19.3. If bidders or prospective contractors (including the Contractor), or any prospective subcontractors at any tier, intend to let any lower-tier goods or services (including construction) subcontracts for any portion of the Work, they shall physically include the certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", which is included as Appendix A to these Supplementary Conditions, in all lower-tier goods and services (including construction) subcontracts with a price equaling or exceeding \$25,000 and in all solicitations for such subcontracts.

ARTICLE 20 - EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

20.1. If the price of this Agreement/Contract exceeds \$10,000, the Contractor, and each construction subcontractor awarded a lower-tier construction subcontract with a price exceeding \$10,000, shall comply with Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity), as amended by Executive Order 11375 of October 13, 1967, and as supplemented in United States Department of Labor regulations (41 CFR Part 60).

20.2. The attention of all bidders or prospective contractors (including the Contractor) is directed to the following, all of which are applicable to this Agreement/Contract if the price of this Agreement/Contract exceeds \$10,000:

20.2.1. the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", which has been extracted from 41 CFR 60-4.2(d) and included as Appendix B to these Supplementary Conditions;

20.2.2. the "Goals and Timetables for Minorities and Females", which are included as Appendix C to these Supplementary Conditions;

20.2.3. the "Equal Opportunity Clause", which has been extracted from 41 CFR 60-1.4(b) and included as Appendix D to these Supplementary Conditions;

20.2.4. the "Notice to Be Posted", which has been extracted from 41 CFR 60-1.42(a) and included as Appendix E to these Supplementary Conditions;

20.2.5. the "Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)", which have been extracted from 41 CFR 60-4.3(a) and included as Appendix F to these Supplementary Conditions;

20.2.6. the "Certification of Compliance with 41 CFR 60-1.7: Reports and Other Required Information", which is required by 41 CFR 60-1.7(b) and is included as Appendix G to these Supplementary Conditions; and

20.2.7. the "Certification of Nonsegregated Facilities", which is required by 41 CFR 60-1.8(b) and is included as Appendix H to these Supplementary Conditions.

20.3. If bidders or prospective contractors (including the Contractor), or any prospective construction subcontractors at any tier, intend to let any lower-tier construction subcontracts for any portion of the Work, they shall physically include in all lower-tier construction subcontracts with a price exceeding \$10,000 and in all solicitations for such subcontracts the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", the "Goals and Timetables for Minorities and Females", the "Equal Opportunity Clause", the "Notice to Be Posted", the "Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)", the "Certification of Compliance with 41 CFR 60-1.7: Reports and Other Required Information", and the Certification of Nonsegregated Facilities", which are included as Appendices B through H to these Supplementary Conditions.

20.4. If the price of this Agreement/Contract exceeds \$10,000, all bidders shall complete and submit to the Owner, with their bids, the "Certification of Compliance with 41 CFR 60-1.7: Reports and Other Required Information", which is included as Appendix G to these Supplementary Conditions. In addition, if bidders (including the Contractor), or any prospective construction subcontractors at any tier, intend to let any lower-tier construction subcontracts for any portion of the Work, they shall obtain the "Certification of Compliance with 41 CFR 60-1.7: Reports and Other Required Information" from each prospective construction subcontractor that may be

awarded a lower-tier construction subcontract with a price exceeding \$10,000 and shall do so at the time bids or offers for each such subcontract are received or at the outset of negotiations for each such subcontract.

20.5. If the price of this Agreement/Contract exceeds \$10,000, the apparent Successful Bidder shall complete and submit to the Owner, within ten calendar days after being notified of being the apparent Successful Bidder, the "Certification of Nonsegregated Facilities", which is included as Appendix H to these Supplementary Conditions. In addition, if the Contractor, or any construction subcontractor at any tier, intends to let any lower-tier construction subcontracts for any portion of the Work, it shall obtain the "Certification of Nonsegregated Facilities" from each prospective construction subcontractor that will be awarded a lower-tier construction subcontract with a price exceeding \$10,000 and shall do so before awarding each such subcontract.

20.6. If the price of this Agreement/Contract exceeds \$10,000, the Owner shall give written notice to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of this Agreement/Contract. The notice is to include the name, address, and telephone number of the Contractor; the employer identification number of the Contractor; the dollar amount of this Agreement/Contract; the estimated starting and completion dates of this Agreement/Contract; the number of this Agreement/Contract; and the geographical area in which the Work is to be performed.

20.7. If the price of this Agreement/Contract equals or exceeds \$50,000 and if the Contractor has 50 or more employees, the Contractor shall file with the Florida Department of Environmental Protection (FDEP)/United States Environmental Protection Agency (USEPA), within 30 calendar days after the award of this Agreement/Contract, a report on Standard Form 100 (EEO-1), which has been promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission, and Plans for Progress, unless the Contractor has submitted such a report within 12 months preceeding the date of award of this Agreement/Contract. In addition, the Contractor shall ensure that each construction subcontractor having 50 or more employees and a lower-tier construction subcontract with a price equaling or exceeding \$50,000 also files with the FDEP/USEPA, within 30 calendar days after the award to it of the lower-tier construction subcontract, a report on Standard Form 100 (EEO-1) unless the construction subcontractor has submitted such a report within 12 months preceding the date of award of the lower-tier construction subcontract. (Subsequent reports are to be submitted annually in accordance with 41 CFR 60-1.7(a) or at such other intervals as the Director of the Office of Federal Contract Compliance Programs may require.)

**APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION - LOWER TIER COVERED TRANSACTIONS

[Note: This certification/clause has been extracted from Appendix B to 40 CFR Part 32 and is applicable to all FDEP-assisted goods and services (including construction) contracts and subcontracts with a price equaling or exceeding \$25,000; this certification/clause is to be included in all FDEP-assisted goods and services (including construction) contracts and subcontracts with a price equaling or exceeding \$25,000 and in all solicitations for such contracts and subcontracts.]

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) The prospective lower-tier participant also certifies that it and its principals:

(a) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (3) (a) of this certification; and

(c) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default. Where the prospective lower-tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

**APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

[Note: This notice has been extracted from 41 CFR 60-4.2(d) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this notice is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for 9% each year.	Insert goals for 3% each year.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Florida, Miami-Dade, North Miami.  
(Insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any.)

**APPENDIX C TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

GOALS AND TIMETABLES FOR MINORITIES AND FEMALES

[Note: These goals and timetables are the goals and timetables referred to in Paragraph 2 of the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)"; these goals and timetables are to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

**Appendix A**

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally-assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

Goals and Timetables

Timetable	Goals (percent)
Indefinite	6.9

**Appendix B-80**

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or nonfederally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this Appendix B-80.

Economic Areas

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State	Goal (percent)
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Florida

041 Jacksonville, FL:	
SMSA Counties:	
2900 Gainesville, FL .....	20.6
FL - Alachua	
3600 Jacksonville, FL .....	21.8
FL - Baker, Clay, Duval, Nassau, St. Johns	
Non-SMSA Counties .....	22.2
FL - Bradford, Columbia, Dixie, Gilchrist,	
Hamilton, LaFayette, Levy, Marion, Putnam,	
Suwannee, Union; GA - Brantley, Camden,	
Charlton, Glynn, Pierce, Ware	
042 Orlando - Melbourne - Daytona Beach, FL:	
SMSA Counties:	
2020 Daytona Beach, FL .....	15.7
FL - Volusia	
4900 Melbourne - Titusville - Cocoa, FL .....	10.7
FL - Brevard	
5960 Orlando, FL .....	15.5
FL - Orange, Osceola, Seminole	
Non-SMSA Counties .....	14.9
FL - Flagler, Lake, Sumter	
043 Miami - Fort Lauderdale, FL:	
SMSA Counties:	
2680 Fort Lauderdale - Hollywood, FL .....	15.5
FL - Broward	
5000 Miami, FL .....	39.5
FL - Dade	
8960 West Palm Beach - Boca Raton, FL .....	22.4
FL - Palm Beach	
Non-SMSA Counties .....	30.4
FL - Glades, Hendry, Indian River, Martin,	
Monroe, Okeechobee, St. Lucie	

Economic Areas

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State	Goal (percent)
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Florida - continued

044 Tampa - St. Petersburg, FL:	
SMSA Counties:	
1140 Bradenton, FL .....	15.9
FL - Manatee	
2700 Fort Myers, FL .....	15.3
FL - Lee	
3980 Lakeland - Winter Haven, FL .....	18.0
FL - Polk	
7510 Sarasota, FL .....	10.5
FL - Sarasota	
8280 Tampa - St. Petersburg, FL .....	17.9
FL - Hillsborough, Pasco, Pinellas	
Non-SMSA Counties .....	17.1
FL - Charlotte, Citrus, Collier, DeSoto, Hardee, Hernando, Highlands	
045 Tallahassee, FL:	
SMSA Counties:	
8240 Tallahassee, FL .....	24.3
FL - Leon, Wakulla	
Non-SMSA Counties .....	29.5
FL - Calhoun, Franklin, Gadsden, Jackson, Jefferson, Liberty, Madison, Taylor	
046 Pensacola - Panama City, FL:	
SMSA Counties:	
6015 Panama City, FL .....	14.1
FL - Bay	
6080 Pensacola, FL .....	18.3
FL - Escambia, Santa Rosa	
Non-SMSA Counties .....	15.4
FL - Gulf, Holmes, Okaloosa, Walton, Washington	

**APPENDIX D TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

## EQUAL OPPORTUNITY CLAUSE

[Note: This clause has been extracted from 41 CFR 60-1.4(b) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this clause is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX E TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

NOTICE TO BE POSTED

[Note: This notice has been extracted from 41 CFR 60-1.42(a) and is the notice referred to in Paragraphs (1) and (3) of the "Equal Opportunity Clause"; this notice is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

EQUAL EMPLOYMENT OPPORTUNITY IS THE LAW - DISCRIMINATION IS PROHIBITED  
BY THE CIVIL RIGHTS ACT OF 1964 AND BY EXECUTIVE ORDER NO. 11246

Title VII of the Civil Rights Act of 1964 - Administered by:

THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Prohibits discrimination because of Race, Color, Religion, Sex, or National Origin by Employers with 75 or more employees, by Labor Organizations with a hiring hall of 75 or more members, by Employment Agencies, and by Joint Labor-Management Committees for Apprenticeship or Training. After July 1, 1967, employers and labor organizations with 50 or more employees or members will be covered; after July 1, 1968, those with 25 or more will be covered.

ANY PERSON

Who believes he or she has been discriminated against

SHOULD CONTACT

THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

2401 E Street NW, Washington, D.C. 20506

Executive Order No. 11246 - Administered by:

THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

Prohibits discrimination because of Race, Color, Religion, Sex, or National Origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

By all Federal Government Contractors and Subcontractors, and by Contractors Performing Work Under a Federally Assisted Construction Contract, regardless of the number of employees in either case.

ANY PERSON

Who believes he or she has been discriminated against

SHOULD CONTACT

THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

U.S. Department of Labor, Washington, D.C. 20210

**APPENDIX F TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION  
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

[Note: These specifications have been extracted from 41 CFR 60-4.3(a) and are applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; these specifications are to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

## 1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan

does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented

in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered

pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

APPENDIX G TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS

CERTIFICATION OF COMPLIANCE WITH 41 CFR 60-1.7: REPORTS AND OTHER REQUIRED INFORMATION

[Note: This certification is required by 41 CFR 60-1.7(b) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this certification is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

This certification relates to a construction contract proposed by \_\_\_\_\_, which expects to finance the proposed (insert the name of the Owner) construction contract with assistance from the Florida Department of Environmental Protection (which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor. I certify that...

- (1) I \_\_\_ have/ \_\_\_ have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause and
(2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I \_\_\_ have/ \_\_\_ have not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

\_\_\_\_\_  
(Signature of Authorized Official) (Date)

\_\_\_\_\_  
(Name and Title of Authorized Official [Print or Type])

\_\_\_\_\_

---

(Name of Prospective Construction Contractor or Subcontractor  
[Print or Type])

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(Address and Telephone Number of Prospective Construction Contractor or  
Subcontractor [Print or Type])

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(Employer Identification Number of Prospective Construction Contractor or  
Subcontractor)

APPENDIX H TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS

CERTIFICATION OF NONSEGREGATED FACILITIES

[Note: This certification is required by 41 CFR 60-1.8(b) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this certification is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

This certification relates to a construction contract proposed by \_\_\_\_\_, which expects to finance the proposed (insert the name of the Owner)

construction contract with assistance from the Florida Department of Environmental Protection (which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor. I certify that I do not and will not maintain any facilities I provide for my employees in a segregated manner and that I do not and will not permit my employees to perform their services at any locations under my control where segregated facilities are maintained.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

\_\_\_\_\_  
(Signature of Authorized Official) (Date)

\_\_\_\_\_  
(Name and Title of Authorized Official [Print or Type])

\_\_\_\_\_  
(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

\_\_\_\_\_  
(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

\_\_\_\_\_  
(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

## APPENDIX I

## TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

## Davis Bacon Requirements

## FEDERAL LABOR STANDARDS PROVISIONS

## (Davis-Bacon Act, Copeland Act, and Contract Works Hours &amp; Safety Standards Act)

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**1 Minimum Wages.**

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. EPA shall approve an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EPA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EPA or its designee to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise EPA or its designee or will notify EPA or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and EPA or its designee do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), EPA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EPA or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise EPA or its designee or will notify EPA or its designee within the 30-day period that the additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

## **2. Withholding.**

EPA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other Federally-assisted contract subject

to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, EPA, or its designee may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. EPA or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

### **3. Payrolls and Basic Records.**

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to EPA or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owners, as the case may be, for transmission to EPA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph A. 3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(I) of this section available for inspection, copying, or transcription by authorized representatives of EPA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

**4. Apprentices and Trainees.**

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage

determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman=s hourly rate) specified in the contractor=s or subcontractor=s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice=s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee=s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### **5. Compliance with Copeland Act Requirements.**

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.**

The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as EPA or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contract shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

**7. Contract Termination, Debarment.**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.

**9. Disputes Concerning Labor Standards.**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EPA or its designee, the U. S. Department of Labor, or the employees or their representatives.

**10. Certification of Eligibility.**

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., Federal Housing Administration transactions, provides in part Whoever, for the purpose of. . .influencing in any way the action of such Administration. . .makes, utters or publishes any statement, knowing the same to be false. . .shall be fined not more than \$5,000 or imprisoned not more than two years, or both.

**11. Complaints, Proceedings, or Testimony by Employees.**

A. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any

proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** As used in the paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. EPA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

**C. Health and Safety**

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

- (3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**12. Guidance to Contractor for Compliance with Labor Standards Provisions**

a) Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

b) Complying with Minimum Hourly Amounts

1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the Rates and Fringe Benefits (if any) columns of the applicable wage decision.

2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the Rates and Fringe Benefits columns.

3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

c) Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime

requirement and uses basic rate of pay as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

d) Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

e) Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

f) Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

g) Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is

subject to the labor standards provisions, including minimum wages and overtime. His status as owner is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

h) Apprentices / Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the trade depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a helper. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

## **TECHNICAL SPECIFICATIONS**



**DIVISION 1**  
**GENERAL REQUIREMENTS**



## SECTION 01010

### SUMMARY OF WORK

#### PART 1 -- GENERAL

##### 1.01 THE REQUIREMENT

- A. The Work to be done under this Contract and in accordance with the Contract Documents consists of furnishing all equipment, superintendence, labor, skill, material and all other items necessary for the rehabilitation of six (6) Biscayne Aquifer Production Wells for the City of North Miami.
- B. Wherever the Contract Documents address a third party, (i.e., subcontractor, manufacturer, etc.), it is to be considered as the Contractor through the third party.
- C. Wherever a reference to number of days is noted, it shall be defined as calendar days.
- D. The project area is located in Miami-Dade County, Florida, Township 52S, Range 41E, Section 26. The Contractor shall note that the project area is on property owned by the City of North Miami. The Contractor shall confine their construction activities to the locations shown in the Drawings.
- E. The Contractor is advised that the work is to be performed in a fully operational water supply wellfield, which is the principal source of potable water supply to Winson Water Treatment Plant. The Contractor shall be fully responsible for all precautionary measures together with all remediation, cleanup, disinfection, regulatory agency fines and all other labor, materials, and costs associated with any contamination of the water supply caused directly or indirectly by the activities of the Contractor in the performance of the work.
- F. Notwithstanding other indemnification requirements of the Contract Documents, the Contractor shall also indemnify, defend, and hold harmless the Owner, the Engineer and the Owner's agents from any and all legal action that may arise from contamination of the water supply caused directly or indirectly by the Contractor in the performance of the work.

##### 1.02 CONTRACT DOCUMENTS

- A. The location and work to be done is shown on the Drawings. All Drawings shall be considered an integral part of the Contract Documents as defined herein.
- B. Certain Document Sections refer to Divisions of the Contract Specifications. Sections are each individually numbered portions of the Specifications (numerically) such as 08110, 13182, 15206, etc. The term Division is used as a convenience term meaning all Sections within a numerical grouping. For example, Division 16 would thus include Sections 16000 through 16999 and would mean all electrical specifications.

### 1.03 GENERAL ARRANGEMENT

- A. Drawings indicate the location and extent and general arrangement of the work. If any departures from the Drawings are deemed necessary by the Contractor to accommodate the materials and equipment he proposes to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the Engineer for review. No such departures shall be made without the prior written acceptance of the Engineer.
- B. The specific equipment proposed for use by the Contractor on the project may require changes in structures, auxiliary equipment, piping, electrical, mechanical, controls or other work to provide a complete satisfactory operating installation. The Contractor shall submit to the Engineer, for review, all necessary Drawings and details showing such changes to verify conformance with the overall project structural and architectural requirements and overall project operating performance. The Bid Price shall include all costs in connection with the preparation of new drawings and details and all changes to construction work to accommodate the proposed equipment, including increases in the costs of other Contracts.

### 1.04 WORK COVERED BY CONTRACT DOCUMENTS

- A. BISCAYNE AQUIFER WELL REHABILITATION: The principal features of the Work to be performed under this Contract and described in these Contract Documents are described in this Section. The following description of the work shall not be construed as a complete description of all work required.
  - 1. Mobilization and Cleanup: Mobilize on site, store supplies and equipment, setup drilling equipment, setup temporary facilities and piping for well water disposal, obtain all necessary permits, remove chain link fence and other obstacles in accordance with Section 01500, "Construction Facilities and Temporary Controls." Clean up site as necessary continuously, as directed by Engineer.
  - 2. Construction Fence Installation: A temporary construction fence shall be installed around each well site where if required by agencies having jurisdiction over the project and/or when required for public safety in accordance with Section 02832, "Temporary Construction Fence."
  - 3. Rehabilitation of Biscayne Aquifer Wells Nos. 3, 4, 5, 6, 7 and 8: The Contractor must keep in mind that the information provided on the table of Description of Water Supply Wells included in the drawings is approximate. Actual depths, dimensions and characteristics of the wells may vary and shall be verified on the field by the Contractor. Also, the Contractor should be aware that the sequence of well rehabilitation and well testing procedures described in this outline may be changed in order of occurrence, or deleted, and additional rehabilitation steps or testing may be added as directed by Engineer. The Contractor shall rehabilitate one well at a time. Once the rehabilitated well has been inspected, tested and placed in satisfactory operation after acceptance and approval of the Owner, the Contractor shall proceed to work on the next well. The Contractor shall perform the rehabilitation work on Well No. 3 first, Well No. 4 second, Well No. 5 third, Well No. 6 fourth, Well No. 7 fifth and Well No. 8 sixth.

- a. Remove the wellhead and pump from the well to allow access to the well in accordance with Section 02840, "Wellhead and Pump Removal, Cleaning and Reinstallation."
- b. Install a test pump. Perform a short-duration capacity test on the well to determine existing specific capacity and drawdown levels prior to performing the rehabilitation activities. This shall be in accordance with Section 02858, "Pumping Tests."
- c. Perform geophysical logging in accordance with Section 02853, "Geophysical Logging." Copies of the x-y caliper log shall be provided to the engineer for examination.
- d. Perform a video survey of the entire well in accordance with Section 02853, "Geophysical Logging." Copies of the x-y caliper log shall be provided to the engineer for examination.
- e. If deemed necessary by the Engineer, brush the casing from top to bottom. Develop well by air-lifting to remove dislodged corrosion particles in accordance with Section 02852, "Casing Cleaning," if deemed necessary by the Engineer after the video survey evaluation. Re-run video survey if directed by Engineer. Copies of the x-y caliper log shall be provided to the engineer for examination.
- f. Fully develop the well in accordance with Section 02850, "Well Development."
- g. Perform geophysical logging in accordance with Section 02853, "Geophysical Logging." Copies of the x-y caliper log shall be provided to the engineer for examination.
- h. Conduct a specific capacity test in the rehabilitated well to evaluate the effectiveness of the development process in accordance with Section 02858, "Pumping Tests."
- i. Perform acidization of the well in accordance with Section 02855, "Acidization," if deemed necessary after the pumping tests.
- j. Conduct a post-rehabilitation video survey of the well in accordance with Section 02853, "Geophysical Logging." Copies of the x-y caliper log shall be provided to the engineer for examination.
- k. Reinstall the permanent pump, new Certa-Lok column piping, wellhead and associated equipment in accordance with Section 02840, "Wellhead and Pump Removal, Cleaning and Reinstallation" and Section 15013, "Certa-Lok Colum Pipe." The production pump shall be installed to the same depth it was located prior to the rehabilitation of the well, or as directed by the Owner.

- I. Remove testing and development equipment from the well and disinfect the well in accordance with Section 02860, "Well Disinfection."
    - m. Return the production well to service.
- 4. Demobilization, Site Restoration and Cleanup: Clean site, remove supplies and equipment, remove workover and drill rig, and temporary facilities and piping for well water disposal and remove temporary fencing. Reinstall permanent wellhead chain link fence, and restore the site to the original conditions prior to construction activities, including landscaping, in accordance with Section 01500, "Construction Facilities and Temporary Controls."

#### 1.05 WORK BY OTHERS

- A. The Contractor's attention is directed to the fact that other contractors may conduct other work at the site(s) during the performance of the work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform their respective contracts.
- B. When two or more contracts are being executed at one time on the same or adjacent areas in such manner that work on one contract may interfere with that on another, the Owner shall determine the sequence and order of the work. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the Owner to the Contractor so desiring, to the extent, amount, in the manner, and at the times permitted. No such decision as to the method or time of conducting the work or the use or territory shall be made the basis of any claim of delay or damage.
- C. Interference with Work on Utilities: The Contractor shall cooperate fully with all utility forces of the Owner or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the work, and shall schedule the work so as to minimize interference with said relocation, altering, or other rearranging of facilities.

#### 1.06 CONTRACTOR USE OF PROJECT SITE

- A. The Contractor's use of the project site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities, and field offices, as noted on the Contract Drawings.
- B. Disposal of Debris: All debris, materials, piping, and miscellaneous waste products from the work described in this section shall be removed from the project as soon as possible and not less than twice per week. They shall be disposed of in accordance with applicable federal, state, and local regulations. The Contractor is responsible for determining these regulations and shall bear all costs or retain any profit associated with disposal of these items.

#### 1.07 OWNER USE OF THE PROJECT SITE

- A. The Owner may utilize all or part of the facilities during the entire period of construction for the conduct of the Owner's normal operations. The Contractor shall cooperate with the Owner to minimize interference with the Contractor's operations and to facilitate the Owner's operations. Contractor shall not take any out of service without prior written permission from the Owner.

#### 1.08 ADDITIONAL ENGINEERING SERVICES

- A. In the event that the Engineer is required to provide additional engineering services as a result of substitution of materials or equipment which are not "or equal" by the Contractor, or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the Owner.
- B. In the event that the Engineer is required to provide additional engineering services as a result of Contractor's errors, omissions, or failure to conform to the requirements of the Contract Documents, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the Owner.

#### 1.09 ADDITIONAL OWNER'S EXPENSES

- A. In the event the Work of this Contract is not completed within the time set forth in the Contract or within the time to which such completion may have been extended in accordance with the Contract Documents, the additional engineering or inspection charges incurred by the Owner may be charged to the Contractor and deducted from the monies due him. Extra work or supplemental Contract work added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the Owner before assessing engineering and inspection charges against the Contractor.
- B. The normal time of work under this Contract is defined in the Owner's General Conditions. Work beyond these hours will result in additional expense to the Owner. Any expenses and/or damages, including the cost of the Engineer's on site personnel, arising from the Contractor's operations beyond the hours and days specified above shall be borne by the Contractor.
- C. Charges assessed to the Contractor for additional engineering and inspection costs will be determined based on actual hours charged to the job by the Engineer. Daily rates will depend on the number and classifications of employees involved, but in no case shall such charges exceed \$800 per day for field personnel and \$1,200 per day for engineering personnel, based on an eight hour workday.
- D. Charges for additional Owner's expenses shall be in addition to any liquidated damages assessed in accordance with the Contract.

#### 1.10 TIME OF WORK

- A. If it shall become imperative to perform work at night, the Owner and Engineer shall be informed in writing a reasonable time in advance of the beginning of such work (minimum of 48 hours). Temporary lighting and all other necessary facilities for performing and inspecting the work shall be provided and maintained by the Contractor.
- B. Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, stormy weather. Only such work as will not suffer injury to workmanship or materials will be permitted. Contractor shall carefully protect his work against damage or injury from the weather.

#### 1.11 PERMITS

- A. It shall be the Contractor's responsibility to secure all permits of every description required to initiate and complete the Work under this contract, except permits obtained by the Owner.
- B. Permits being obtained by the Owner or its authorized representative, will be provided as they become available.
- C. The Contractor and subcontractors must obtain all necessary permits for disposal of its test fluids, development fluids and any other fluids produced, as well as any other permit required by any other regulatory agency prior to commencement of any work. The Contractor or subcontractors shall also be responsible to call for inspections required in Section 305 of the Florida Building Code.
- D. No separate or direct payment will be made to the Contractor for permits and inspection requirements, but all such costs shall be included in the applicable items in their bid. Contractor shall retain a receipt of permit fees and shall submit to owner, if requested.
- E. The Engineer will furnish signed and sealed sets of Contract Documents to the Contractor for permit acquisition as required.
- F. The Contractor shall furnish to the Engineer hard and electronic copies of all permits prior to commencement of Work requiring permits. No payments will be made for work completed without first acquiring and furnishing two copies of each permit to the Engineer.

#### 1.12 SITE CONDITIONS

- A. The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the Contractor to acquaint himself

with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available to the Owner. The Contractor acknowledges that there are no unforeseen conditions and shall not receive any additional compensation for any claims of unforeseen conditions.

#### 1.13 DIMENSIONS OF EXISTING FACILITIES

- A. Where the dimensions and locations of existing improvements are of critical importance in the installation or connection of new work, the Contractor shall verify such dimensions and locations in the field prior to the fabrication and/or installation of materials or equipment, which are dependent on the correctness of such information.

#### 1.14 SURVEYS AND LAYOUT

- A. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings or as directed by the Engineer. Elevation of existing ground and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown shall be referred immediately to the Engineer for interpretation or correction.
- B. All survey work for construction control purposes shall be made by the Contractor at his expense. The Contractor shall provide a Licensed Surveyor as Chief of Party, competently qualified men, all necessary instruments, stakes, and other material to perform the work.
- C. Contractor shall establish all baselines for the location of the principal component parts of the work together with a suitable number of bench marks and batter boards adjacent to the work. Based upon the information provided by the Contract Drawings, the Contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batter boards, stakes for all working points, lines and elevations.
- D. Contractor shall have the responsibility to carefully preserve the bench marks, reference points and stakes, and in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.
- E. Existing or new control points, property markers and monuments that will be or are destroyed during the normal causes of construction shall be reestablished by the Contractor and all reference ties recorded therefore shall be furnished to the Engineer. All computations necessary to establish the exact position of the work shall be made and preserved by the Contractor. The Contractor shall establish permanent benchmarks for elevation and coordinates at each well location.
- F. The Engineer may check all or any portion of the work and the Contractor shall afford all necessary assistance to the Engineer in carrying out such checks. Any necessary corrections to the work shall be immediately made by the Contractor. Such checking by

the Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of his work.

- G. At completion of the work, the Contractor shall furnish Record Drawings indicating the final layout of all structures, roads, existing bench marks, etc. The Record Drawings shall indicate all critical elevations of piping, structures, finish grades, etc. All elevations shall be referenced to the North American Vertical Datum (NAVD), and any and all necessary conversions for any pre-existing NGVD elevations will be provided.

#### 1.15 FIRE PROTECTION

- A. Contractor shall take all necessary precautions to prevent fires at or adjacent to the work, buildings, etc., and shall provide adequate facilities for extinguishing fires which do occur.
- B. When fire or explosion hazards are created in the vicinity of the work as a result of the locations of fuel tanks, or similar hazardous utilities or devices, the Contractor shall immediately alert the local Fire Marshal, the Engineer, and the Owner of such tank or device. The Contractor shall exercise all safety precautions and shall comply with all instructions issued by the Fire Marshal and shall cooperate with the Owner of the tank or device to prevent the occurrence of fire or explosion.

#### 1.16 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, or reactant of other classification, must show approval of either the EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with all applicable rules and regulations.

#### 1.17 FIRST AID FACILITIES AND ACCIDENTS

- A. First Aid Facilities: The Contractor shall provide at the site such equipment and facilities as are necessary to supply first aid to any of his personnel who may be injured in connection with the work.
- B. Accidents:
  - 1. The Contractor shall promptly report, in writing, to the Engineer and Owner all accidents whatsoever out of, or in connection with, the performance of the work, whether on or adjacent to the site, which cause death, personal injury or property damage, giving full details and statements of witnesses.
  - 2. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Owner and the Engineer.
  - 3. If any claim is made by anyone against the Contractor or a Subcontractor on account of any accidents, the Contractor shall promptly report the facts, in writing, to the Engineer and Owner, giving full details of the claim.

1.18 ULTIMATE DISPOSITION OF CLAIMS BY ONE CONTRACTOR ARISING FROM ALLEGED DAMAGE BY ANOTHER CONTRACTOR

- A. During the progress of the work, other contractors may be engaged in performing other work or may be awarded other Contracts for additional work on this project. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other contractors and the Contractor shall fully cooperate with such other contractors and carefully fit its own work to that provided under other Contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.
- B. If the Engineer shall determine that the Contractor is failing to coordinate his work with the work of the other contractors as the Engineer directed, then the Owner shall have the right to withhold any payments otherwise due hereunder until the Contractor completely complies with the Engineer's directions.
- C. If the Contractor notifies the Owner and Engineer in writing that another Contractor is failing to coordinate his work with the work of this Contract as directed, the Engineer will promptly investigate the charge. If the Engineer finds it to be true, he will promptly issue such directions to the other Contractor with respect thereto as the situation may require. The Owner, the Engineer, nor any of their agents shall not, however, be liable for any damages suffered by the Contractor by reason of the other contractor's failure to promptly comply with the directions so issued by the Engineer, or by reason of another contractor's default in performance, it being understood that the Owner does not guarantee the responsibility or continued efficiency of any Contractor.
- D. The Contractor shall indemnify and hold the Owner and the Engineer harmless from any and all claims of judgments for damages and from costs and expenses to which the Owner may be subjected or which it may suffer or incur by reason of the Contractor's failure to comply with the Engineer's directions promptly.
- E. Should the Contractor sustain any damage through any act or omission of any other Contractor having a Contract with the Owner for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a Subcontractor of such Contract, the Contractor shall have no claim against the Owner or the Engineer for such damage, but shall have a right to recover such damage from the other Contractor under the provision similar to the following provisions which have been or will be inserted in the Contracts with such other contractors.
- F. Should any other Contractor having or who shall hereafter have a Contract with the Owner for the performance of work upon the site sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any Subcontractor of the Contractor, the Contractor agrees to reimburse such other Contractor for all such damages and to defend at his own expense any suit based upon such claim and if any judgment or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and shall indemnify and hold the Owner harmless from all such claims.

- G. The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages as provided in the Contract, or by the exercise of any other remedy provided for by Contract Documents or by law.

#### 1.19 BLASTING AND EXPLOSIVES

- A. Blasting shall not be allowed.

#### 1.20 LIMITS OF WORK AREA

- A. The Contractor shall confine his construction operations within the Contract limits shown on the Drawings and/or property lines and/or fence lines. Storage of equipment and materials, or erection and use of sheds outside of the Contract limits, if such areas are the property of the Owner, shall be used only with the Owner's approval. Such storage or temporary structures, even within the Contract's limits, shall be confined to the Owner's property and shall not be placed on properties designated as easements or rights-of-way unless specifically permitted elsewhere in the Contract Documents. The Contractor shall limit their work area around each wellhead to the maximum extent possible not to exceed an area of approximately 75' x 75' at each wellhead along with required ingress and egress routes. A storage area for contractor materials shall be provided by the Owner at the Winson Water Treatment Plant located at 12098 NW 11<sup>th</sup> Avenue, North Miami, FL 33168.

#### 1.21 WEATHER CONDITIONS

- A. The Contractor shall take necessary precautions (in the event of impending storms) to protect all work, materials, or equipment from damage or deterioration due to floods, driving rain, or wind. The Owner reserves the right, through the opinion of the Engineer, to order that additional protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the Project. The Contractor shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the Owner for damage to the work from weather elements.
- B. The mixing and placing of concrete or pavement courses, the laying of masonry, and installation of sewers and water mains shall be stopped during rainstorms, if ordered by the Engineer; and all freshly placed work shall be protected by canvas or other suitable covering in such manner as to prevent running water from coming in contact with it. Sufficient coverings shall be provided and kept ready at hand for this purpose. The limitations and requirements for mixing and placing concrete or laying of masonry, in cold weather shall be as described elsewhere in these Specifications.

#### 1.22 PERIODIC CLEANUP: BASIC SITE RESTORATION

- A. During construction, the Contractor shall regularly remove from the site of the work all accumulated debris and surplus materials of any kind which result from his operations. Unused equipment and tools shall be stored at the Contractor's yard or base of operations for the Project.

- B. When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the Contractor shall (as the work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to the basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or functions consistent with the original use of the land. The requirements for temporary paving of streets, walks, and driveways are specified elsewhere. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.
- C. The Contractor shall perform the cleanup work on a regular basis and as frequently as ordered by the Engineer. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the Engineer, if partially completed facilities must remain incomplete for some time period.
- D. Upon failure of the Contractor to perform periodic cleanup and basic restoration of the site to the Engineer's satisfaction, the Owner may, upon five days prior written notice to the Contractor, without prejudice to any other rights or remedies of the Owner, cause such work for which the Contractor is responsible to be accomplished to the extent deemed necessary by the Engineer, and all costs resulting therefrom shall be charged to the Contractor and deducted from the amounts of money that may be due him.

#### 1.23 USE OF FACILITIES BEFORE COMPLETION

- A. The Owner reserves the right to enter and use any portion of the constructed facilities before final completion of the whole work to be done under this Contract. However, only those portions of the facilities which have been completed to the Engineer's satisfaction, as evidenced by his issuing a Certificate of Substantial Completion covering that part of the work, shall be placed in service.
- B. It shall be the Owner's responsibility to prevent premature connections to or use of any portion of the installed facilities by private or public parties, persons or groups of persons, before the Engineer issues his Certificate of Substantial Completion covering that portion of the work to be placed in service.
- C. Consistent with the approved progress schedule, the Contractor shall cooperate with the Owner, his agents, and the Engineer to accelerate completion of those facilities, or portions thereof, which have been designated for early use by the Owner.

#### PART 2 -- PRODUCTS (NOT USED)

#### PART 3 -- EXECUTION (NOT USED)

- END OF SECTION -



## SECTION 01025

### MEASUREMENT AND PAYMENT

#### PART 1 -- GENERAL

##### 1.01 THE REQUIREMENT

- A. Payment for the various items in the Schedule of Payment items, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, taxes, materials, commissions, transportation and handling, bonds, permit fees, insurance, overhead and profit, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of the Work, all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). Such compensation shall also include payment for any loss or damages arising directly or indirectly from the Work.
- B. The Contractor's attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. Should the Contractor feel that the cost for any item of Work has not been established by the Schedule of Payment items or this Section, it shall include the cost for that Work in some other applicable bid item, so that its proposal for the project does reflect its total price for completing the Work in its entirety.

##### 1.02 SUBMITTALS

- A. Informational:
  - 1. Schedule of Values: Submit schedule on Owner's form.
  - 2. Application for Payment.
  - 3. Final Application for Payment.
- B. Submittals shall be in accordance with Section 01300 entitled "Submittals" and with "Construction Standards and Specifications of the City of North Miami", latest edition.

##### 1.03 SCHEDULE OF VALUES

- A. Prepare a schedule of values for the Work.
- B. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.
- C. Lump Sum Work:

1. Reflect schedule of values format included in conformed Bid Form.
  2. List Bonds and insurance premiums, mobilization, demobilization, facility startup, and contract closeout separately.
  3. Break down by Divisions 1 through 17 with appropriate subdivision of each Specification.
- D. An unbalanced or front-end loaded schedule will not be acceptable.
- E. Summation of the complete schedule of values representing all the Work shall equal the Contract Price.
- F. The Contractor shall submit a Schedule of Values for review with the return of the executed Agreement to the City. The schedule shall contain the installed value of the component parts of Work for the purpose of making progress payments during the construction period.
- G. The schedule shall be given in sufficient detail for proper identification of Work accomplished. The Schedule of Values shall directly correlate to each activity outlined in the construction progress schedule and the construction network analysis (specified in the section entitled "Submittals") to accurately relate construction progress to the requested payment. Each item shall include its proportional share of all costs including the Contractor's overhead, contingencies and profit. The sum of all scheduled items shall equal the total value of the Contract.
- H. If the Contractor anticipates the need for payment for materials stored on the project site or off-site in bonded warehouse, it shall also submit a separate list covering the cost of materials, delivered and unloaded with taxes paid. This list shall also include the installed value of the item with coded reference to the Work items in the Schedule of Values. Payment for stored materials shall comply with requirements of General Conditions.

#### 1.04 APPLICATION FOR PAYMENT

- A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of Contractor.
- B. Use detailed Application for Payment Form provided.
- C. Include accepted schedule of values for each portion of Work and the unit price breakdown for the Work to be paid on unit price basis, and a listing of Owner-selected equipment, if applicable, and allowances, as appropriate.
- D. Preparation:
  1. Round values to nearest dollar.

2. List each Change Order and Written Amendment executed prior to date of submission as separate line item. Totals to equal those shown on the Transmittal Summary Form.
3. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form, a listing of materials on hand as applicable, and such supporting data as may be requested by the Engineer or Owner.

1.05 MEASUREMENT—GENERAL

- A. Weighing, measuring, and metering devices used to measure quantity of materials for Work shall be suitable for the purpose intended.
- B. Whenever pay quantities of material are determined by weight, material shall be weighed on scales furnished by Contractor and certified accurate by state agency responsible. Weight or load slip shall be obtained from weigher and delivered to the Engineer or Owner's representative at point of delivery of material.
- C. If material is shipped by rail, car weights will be accepted provided that actual weight of material only will be paid for and not minimum car weight used for assessing freight tariff, and provided further that car weights will not be acceptable for material to be passed through mixing plants.
- D. Vehicles used to haul material being paid for by weight shall be weighed empty daily and at such additional times as required by the Engineer. Each vehicle shall bear a plainly legible identification mark.
- E. Materials that are specified for measurement by the cubic yard measured in the vehicle shall be hauled in vehicles of such type and size that actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. Vehicles shall be loaded to at least their water level capacity. Loads hauled in vehicles not meeting above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for such material.
- F. Where measurement of quantities depends on elevation of existing ground, elevations obtained during construction will be compared with those shown on Drawings. Variations of 1 foot or less will be ignored, and profiles shown on Drawings will be used for determining quantities.
- G. Units of measure shown on Bid Form shall be as follows, unless specified otherwise. All methods of measurement shall be approved by the Engineer.

Item	Method of Measurement
AC	Acre - Field Measure
CY	Cubic Yard - Field Measure within limits specified or shown, or measured in vehicle by volume, as specified
EA	Each - Field Count

<b>Item</b>	<b>Method of Measurement</b>
GAL	Gallon - Field Measure
HR	Hour
LB	Pound(s) - Weight Measure by Scale
LF	Linear Foot - Field Measure
LS	Lump Sum - Unit is one; no measurement will be made
SF	Square Foot
SY	Square Yard
TON	Ton - Weight Measure by Scale (2,000 pounds)

1.07 PAYMENT

A. General:

1. Progress payments will be made monthly.
2. The date for Contractor's submission of monthly Application for Payment shall be established at the Preconstruction Conference.

B. Payment for Lump Sum Work covers all Work specified or shown for the following items:

<b>ITEM</b>	<b>DESCRIPTION</b>
1. Rehabilitation of Biscayne Aquifer well Nos. 3, 4, 5, 6, 7 and 8 complete with all appurtenances	<p>Payment for the complete rehabilitation of Biscayne Aquifer wells Nos. 3, 4, 5, 6, 7 and 8, including mobilization/demobilization, site restoration (entire project), all equipment, materials, labor, development, geophysical logging, testing, video surveying, disinfection of each well and installation of new column piping complete with all appurtenances will be made at the lump sum price named in the Bid Schedule.</p> <p><b>1. Rehabilitation of Biscayne Aquifer well Nos. 3, 4, 5, 6, 7 and 8</b> <span style="float: right;"><b>LS</b></span></p>
2. Casing cleaning of well	<p>Payment for casing cleaning work not described in Bid Item No. 1. The allowance amount shown on the bid schedule is an estimate for a total of six wells. The Contractor shall produce documentation upon request verifying actual cost. Only additional work substantiated by the Contractor and approved by the Engineer will be paid as part of this bid item.</p> <p><b>2. Casing cleaning of well</b> <span style="float: right;"><b>Allowance</b></span></p>
3. Acidization of well	<p>Payment for acidization work not described in Bid Item No. 1. The allowance amount shown on the bid schedule is an estimate for a total of six wells. The Contractor shall produce documentation upon request verifying actual cost. Only additional work substantiated by the Contractor and approved by the Engineer will</p>

ITEM	DESCRIPTION
	<p>be paid as part of this bid item.</p> <p><b>3. Acidization of well Allowance</b></p>
<p>4. Furnishing more than 240 ft of 8-inch Certa-Lok column pipe</p>	<p>Payment for furnishing 8-inch Certa-Lok column pipe not described in Bid Item No. 1. The allowance amount shown on the bid schedule is an estimate for a total of six wells. The Contractor shall produce documentation upon request verifying actual cost. Only additional work substantiated by the Contractor and approved by the Engineer will be paid as part of this bid item.</p> <p><b>4. Furnishing 8-inch Certa-Lok column pipe Allowance</b></p>
<p>5. Drilling a nominal 12-inch borehole</p>	<p>Payment for drilling a nominal 12-inch borehole not described in Bid Item No. 1. The allowance amount shown on the bid schedule is an estimate for a total of six wells. The Contractor shall produce documentation upon request verifying actual cost. Only additional work substantiated by the Contractor and approved by the Engineer will be paid as part of this bid item.</p> <p><b>5. Drilling a nominal 12-inch borehole Allowance</b></p>
<p>6. Additional work directed by the Engineer</p>	<p>Payment for Work Directed by the Engineer for work not described in Bid Item No. 1. The allowance amount shown on the bid schedule is an estimate of potential additional work directed by the Engineer. The Contractor shall produce documentation upon request verifying actual cost. Only additional work substantiated by the Contractor and approved by the Engineer will be paid as part of this bid item.</p> <p><b>6. Additional work directed by the Engineer Allowance</b></p>
<p>7. Consideration for indemnification</p>	<p>Payment for consideration for indemnification of the Owner will be based upon the lump sum price named for such work, in accordance with the requirements of the Contract Documents.</p> <p>Payment will be _____ dollars for consideration for indemnification named in the bid schedule and shall constitute full compensation for indemnifying the Owner as specified in the Contract Documents.</p> <p><b>7. Indemnification LS</b></p>
<p>8. Permit fees allowance</p>	<p>Payment for permit fees will be based upon the actual permit fees required by the Contractor from the various agencies having jurisdiction for construction of the project, in accordance with the Contract Documents. The allowance amount shown on the bid schedule is an estimate of permit fees required for the project and is a cost pass through item and no mark-ups will be added to this item. The Contractor shall produce documentation upon request verifying actual cost. Only permit fees substantiated by the Contractor and approved by the Engineer will be paid as part of</p>

ITEM	DESCRIPTION
	<p>this bid item.</p> <p><b>8. Permit fees allowance</b> <span style="float: right;"><b>Allowance</b></span></p>
<p>9. Retrieval of pumps and piping lost at wells</p>	<p>Payment for Retrieval of pumps and piping lost at wells. The allowance amount shown on the bid schedule is an estimate of potential additional work for retrieval of pumps and piping lost at wells. The Contractor shall produce documentation upon request verifying actual cost. Only additional work substantiated by the Contractor and approved by the Engineer will be paid as part of this bid item.</p> <p><b>9. Retrieval of pumps and piping lost at wells</b> <span style="float: right;"><b>Allowance</b></span></p>

1.08 NON-PAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

1. Loading, hauling, and disposing of rejected material.
2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
4. Material not unloaded from transporting vehicle.
5. Defective Work not accepted by Owner.
6. Material remaining on hand after completion of Work.

1.09 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

- A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored unless Shop Drawings or preliminary operation and maintenance manuals are acceptable to Engineer.
- B. Final Payment: Will be made only for products incorporated in Work; remaining products, for which partial payments have been made, shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

1.10 ALLOWANCES

- A. The allowances shall be used only at the discretion of and as ordered by the Owner for such items as unit price items exceed estimated quantities, and any associated work requested by the Owner including all labor, materials, and services for modifications or extra work to complete the Project that was anticipated, but not specifically included in this Contract.

- B. Any portion of these allowances that remain after all authorized payments have been made will be withheld from contract payments and will remain with the Owner.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

- END OF SECTION -



SECTION 01040

COORDINATION

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. The Contractor shall allow the Owner or their agents and contractors from other projects or their agents, to enter upon the work for the purpose of constructing, operating, maintaining, removing, repairing, altering, or replacing such pipes, sewers, conduits, manholes, wires, poles, or other structures and appurtenances which may be required to be installed at or in the work. The Contractor shall cooperate with all aforesaid parties and shall allow reasonable provisions for the prosecution of any other work by the Owner, or others, to be done in connection with his work, or in connection with normal use of the facilities.
- B. The Contractor shall cooperate fully with the Owner, the Engineer to effect proper coordination and progress to complete the project on schedule and in proper sequence. Insofar as possible, decisions of all kinds required from the Engineer shall be anticipated by the Contractor to provide ample time for inspection, or the preparation of instructions.
- C. Periodic coordinating conferences shall be held in accordance with Section 01200, Project Meetings, of these Contract Documents.

1.02 SUBMITTALS

A. Informational:

- 1. Statement of Qualifications (SOQ) for professional videographer.
- 2. Photographs:
  - a. Digital Color Prints: Submit two copies. Provide digital files of photos on compact disk, within two (2) days of being taken.
  - b. Video Recordings: Submit one copy within 5 days of being taken.

1.03 UTILITY NOTIFICATION AND COORDINATION

- A. Coordinate the Work with various utilities within Project limits. Notify applicable utilities prior to commencing Work.
  - 1. Contact the City of North Miami Public Works Utilities at 305-895-9830 for water and sewer utility locations.
  - 2. Contact Sunshine State One Call at 1-800-432-4770 at least 48 hours prior to any excavation.
- B. If damage occurs, or if conflicts or emergencies arise during Work, contact the appropriate utility.

1. Winson Water Treatment Plant
  - a. Contact Person: Water Plant Superintendent
  - b. Telephone: 305-953-2854
2. Electricity Company: Florida Power and Light.
  - a. Telephone: 305-442-0388
3. Telephone Company: BellSouth.
  - a. Contact Person: Robert Lowen.
  - b. Telephone: 954-423-6235.
4. Water and Sewer Division: North Miami Public Works Utilities.
  - a. Contact Person: Phil Conti.
  - b. Telephone: 305-895-9838.
5. Gas Company: Peoples Gas.
  - a. Telephone: 305-957-3857, ext. 7490.
  - b. Alternative Telephone: 877-832-6747.
6. Cable TV: ATT/Broadband
  - a. Contact: Andy Vaspasiano
  - b. Telephone: 954/538.9360
7. Cable TV: Comcast
  - a. Telephone: 888-266-2278

#### 1.04 ADJACENT FACILITIES AND PROPERTIES

##### A. Examination:

1. After Effective Date of the Agreement and before Work at site is started, Contractor, Engineer, and affected property owners and utility owners shall make a thorough examination of pre-existing conditions including existing buildings, structures, and other improvements in vicinity of Work, as applicable, which could be damaged by construction operations.
2. Periodic re-examination shall be jointly performed to include, but not limited to, cracks in structures, settlement, leakage, and similar conditions.

##### B. Documentation:

1. Record and submit documentation of observations made on examination inspections in accordance with paragraphs Construction Photographs and Audio-Video Recordings.
2. Upon receipt, Engineer will review, sign, and return one record copy of documentation to Contractor to be kept on file in field office.
3. Such documentation shall be used as indisputable evidence in ascertaining whether and to what extent damage occurred as a result of Contractor's operations, and is for the protection of adjacent property owners, Contractor, and Owner.

## 1.05 CONSTRUCTION PHOTOGRAPHS

- A. Photographically document all unique portions of the construction including tie-ins to existing pipelines or facilities, crossings of existing utilities, buried valve and piping intersections, and other work items that will not otherwise be visible after completion of construction.
- B. Photo paper handling and development shall be done by a commercial laboratory.
- C. Owner and Engineer shall have the right to select the subject matter and vantage point from which photographs are to be taken.
- D. Construction Progress Photos:
  - 1. Photographically demonstrate progress of construction, showing every aspect of site and adjacent properties as well as interior and exterior of new or impacted structures.
  - 2. Provide at least 24 photos per month with pay request.
- E. Color Prints:
  - 1. Minimum Size: 4-inch by 6-inch.
  - 2. Finish: Glossy.
  - 3. Label Each Print:
    - a. Project Name.
    - b. Date and time photo was taken.
    - c. Photographer's name.
    - d. Caption (maximum 30 characters).
    - e. Location and area designation.
    - f. Schedule activity number, as appropriate.
  - 4. Assemble in bound albums in clear plastic sleeves that facilitate viewing both front and back of each photograph.
  - 5. Submit photographs electronically in JPEG format.

## 1.06 AUDIO-VIDEO RECORDINGS

- A. Prior to beginning Work on construction site or of a particular area of the Work, and again within 10 days following date of Substantial Completion, videograph construction site and property adjacent to construction site.
  - 1. Pre-Construction Audio – Video Recording: Within 5 days following the date of Substantial Completion videograph the same areas shot during the Pre-Construction Audio -Video Recording.
  - 2. Post-Construction Audio – Video Recording: Within 5 days following the date of Substantial Completion videograph the same areas shot during the Pre-Construction Audio -Video Recording

- B. In the case of preconstruction recording, no Work shall begin in the area prior to Engineer's review and approval of content and quality of video for that area.
- C. Particular emphasis shall be directed to physical condition of existing vegetation, structures, and pavements within pipeline alignment and areas adjacent to and within the right-of-way or easement, and on Contractor storage and staging areas.
- D. Owner and Engineer shall have right to select subject matter and vantage point from which videos are to be taken.
- E. Video taping shall be by a professional commercial videographer, experienced in shooting construction videos.
- F. Video Format and Quality:
  - 1. DVD format, with sound.
  - 2. Video:
    - a. Produce bright, sharp, and clear images with accurate colors, free of distortion and other forms of picture imperfections.
    - b. Electronically, and accurately display the month, day, year, and time of day of the recording.
  - 3. Audio:
    - a. Audio documentation shall be done clearly, precisely, and at a moderate pace.
    - b. Indicate date, Project name, and a brief description of the location of taping, including:
      - 1) Facility name;
      - 2) Street names or easements;
      - 3) Addresses of private property; and
      - 4) Direction of coverage, including engineering stationing, if applicable.
- G. Documentation:
  - 1. Video Tape Label:
    - a. Tape number (numbered sequentially, beginning with 001).
    - b. Project Name.
    - c. Name of street(s) or easement(s) included.
    - d. Applicable location by engineering stationing.
    - e. Date and time of coverage.
  - 2. Project Video Log: Maintain an ongoing log that incorporates above noted label information for videotapes on Project.

## PART 2 - PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

- END OF SECTION -



SECTION 01070

ABBREVIATIONS

PART 1 -- GENERAL

1.01 THE REQUIREMENT

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

1.02 ABBREVIATIONS AND ACRONYMS

AAMA	Architectural Aluminum Manufacturer's Association
AASHTO	American Association of the State Highway and Transportation Officials
ACI	American Concrete Institute
ACOE	Army Corps of Engineers
ACPA	American Concrete Pipe Association
AFBMA	Anti-Friction Bearing Manufacturer's Association, Inc.
AGMA	American Gear Manufacturer's Association
AHGDA	American Hot Dip Galvanizers Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APHA	American Public Health Association
APWA	American Public Works Association
ASA	Acoustical Society of America
ASAE	American Society of Agriculture Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASLE	American Society of Lubricating Engineers

ASME	American Society of Mechanical Engineers
ASMM	Architectural Sheet Metal Manual
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
MDCHD	Miami-Dade County Health Department
BHMA	Builders Hardware Manufacturer's Association
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
DERM	Miami-Dade County Department of Environmental Resources Management
DIPRA	Ductile Iron Pipe Research Association
EIA	Electronic Industries Association
ETL	Electrical Test Laboratories
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FS	Federal Specifications
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Systems and Automation
ISO	International Organization for Standardization
MBMA	Metal Building Manufacturers Association
MMA	Monorail Manufacturers Association
MTI	Marine Testing Institute
NAAM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NIOSH	National Institute of Occupational Safety and Health

NIST	National Institute of Standards and Testing
NRCA	National Roofing Contractors Association
NSF	National Science Foundation
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Society of Protective Coatings
SSPWC	Standard Specifications for Public Works Construction
SFWMD	South Florida Water Management District
UL	Underwriters Laboratories, Inc.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -



## SECTION 01090

### REFERENCE STANDARDS

#### PART 1 -- GENERAL

##### 1.01 THE REQUIREMENT

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

##### 1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the specifications, all work specified herein shall conform to or exceed the requirements of all applicable codes.
- B. References herein to "Building Code" shall mean the Florida Building Code (FBC). The latest edition of the code as approved and used by the local agency as of the date of the opening of bids, as adopted by the agency having jurisdiction, shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- C. In case of conflict between codes, reference standards, Drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the Engineer for clarification and directions prior to ordering or providing any materials or labor. The Contractor shall follow the most stringent requirements.
- D. Applicable Standard Specifications: The Contractor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and Specifications listed herein.

- E. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- F. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not used)

-END OF SECTION-

SECTION 01200  
PROJECT MEETINGS

PART 1 -- GENERAL

1.01 PRE-CONSTRUCTION MEETING

A. General: A pre-construction meeting will be held after Award of Contract, but prior to starting work at the site. The Engineer will schedule the meeting at a mutually agreed time.

B. Location:

1. Winson Water Treatment Plant  
12098 NW 11<sup>th</sup> Avenue  
North Miami, Florida 33168  
Contact: Water Plant Superintendent  
Phone: 305-953-2854

C. Attendance:

1. Owner (City of North Miami)
2. Contractor
3. Major subcontractors
4. Safety representative
5. Representatives of governmental or other regulatory agencies.
6. Resident Project Representative (RPR)
7. Engineer

D. Minimum Agenda: The purpose of the meeting is to designate responsible personnel and establish a working relationship. The agenda will include the following:

1. Tentative construction schedule
2. Critical work sequencing
3. Designation of responsible personnel
4. General Guidelines for Processing of Field Decisions and Change Orders
5. Adequacy of distribution of Contract Documents
6. Submittal of Shop Drawings and samples
7. Procedures for maintaining record documents

8. Use of site and Owner's (City of North Miami) requirements.
9. Major equipment deliveries and priorities
10. Safety and first aid procedures
11. Security procedures
12. Housekeeping procedures
13. Processing of Partial Payment Requests
14. General regard for community relations
15. Water disposal plan during well development, testing and disinfection.
16. Startup coordination and guidelines

E. Duties: The Engineer will preside at the meeting and will keep and distribute meeting minutes.

#### 1.02 PROGRESS MEETING

A. Frequency: Progress meetings shall be held as determined by the Owner during the performance of the work of this Contract. Additional meetings may be called as progress of work dictates.

B. Location:

1. Location to be determined by Engineer and Owner

C. Attendance:

1. Owner (City of North Miami)
2. Contractor
3. Sub-contractors active on-site
4. Resident Project Representative (RPR)
5. The Contractor may at its discretion request attendance of its suppliers and manufacturers

D. Minimum Agenda: The purpose of the meetings will be to review progress of the work and maintain coordination efforts. The agenda will include the following:

1. Review and approve minutes of previous meetings

2. Review progress of Work since last meeting
3. Review proposed construction schedule
4. Note and identify problems which impede planned progress
5. Develop corrective measures and procedures to regain planned schedule
6. Revise construction schedule as indicated and plan progress during next work period
7. Maintaining of quality and work standards
8. Complete other current business
9. Schedule next progress meeting

E. Duties: The Engineer will preside at the meeting and will keep and distribute meeting minutes.

PART 2 -- PRODUCTS

(NOT USED)

PART 3 -- EXECUTION

(NOT USED)

- END OF SECTION -



SECTION 01300

SUBMITTALS

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. This section specifies the means of all submittals. All submittals, whether their final destination is to the Owner, Engineer, or other representatives of the Owner, shall be directed through the Engineer. A general summary of the types of submittals and the number of copies required is as follows:

Copies to Engineer	Type of Submittal
6	Construction schedule
6	Schedule of payment items
6	Progress estimates
8	Shop drawings
4	Certificates of compliance
4	Warranties
2*	Product samples
4	Hard Copy O & M Manuals
1	Digital O & M Manuals
2	Record drawings
*Unless otherwise required in the specific Section where requested.	

1.02 SUBMITTAL PROCEDURES

- A. Transmit each submittal with the form supplemented in Article 1.10 of these specifications.
- B. Revise and resubmit submittals as required, identify all changes made since previous submittals. Resubmittals shall be noted as such.
- C. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.03 CONSTRUCTION SCHEDULE

- A. The Contractor shall submit a construction schedule at the Pre-construction Meeting. The schedule will be based upon the precedence diagramming method of scheduling and shall be prepared in the form of a horizontal bar chart showing the required construction work for the project. Each schedule shall include the following:

1. All activities should be shown along with the required time to do the work in a proper and continuous sequence of operation and without delays.
  2. Show complete sequence of construction by activity, identifying work of separate stages, and other logically grouped activities. Indicate dates for early and late start, early and late finish, float, and duration.
  3. Any contingency within the schedule (i.e., a difference in time between the project's early completion and required Contract completion date) and the float in the overall project schedule will belong to the project and not to the Parties to the Contract. Contractor shall not sequester shared float through such strategies as extending duration estimates to consume available float time, extensive crew/resource sequencing, etc.
  4. Provide a workable plan for monitoring the progress of all elements of the work, establish the critical elements of work, and forecast potential problems in maintaining the specified completion dates.
- B. In addition, each construction progress schedule shall be prefaced with the following summary data:
1. Contract Name and Number
  2. Contractor's Name
  3. Contract Duration
  4. Contract Schedule
  5. The Effective or Starting Date of The Schedule (the date indicated in the Notice-to Proceed)
  6. Substantial Completion Date
  7. Final Completion Date
- C. The work day to calendar date correlation shall be based on an 8-hour day and 40-hour week with adequate allowance for holidays, adverse weather and all other special requirements of the work. Normal work hours are Monday thru Friday, 8:00 am to 5:00 pm. The Contractor cannot work outside of the normal work hours without written permission by the Owner.
- D. If the Contractor desires to make changes in his method of operating which affect the construction progress schedule and related items, he shall notify the Engineer in writing stating what changes are proposed and the reason for the change. If the Engineer accepts these changes, in writing, the Contractor shall revise and submit, without additional cost to the Owner, all of the affected portions of the construction progress schedule, and associated reports. The construction progress schedule and related items shall be adjusted by the Contractor only after prior acceptance, in writing by the Engineer. Adjustments

may consist of changing portions of the activity sequence, activity durations, division of activities, or other adjustments as may be required. The addition of extraneous, nonworking activities and activities which add restraints to the construction progress schedule shall not be accepted.

- E. Except where earlier completions are specified, schedule dates which show completion of all work prior to the contract completion date shall, in no event, be the basis for claim for delay against the Owner by the Contractor.
- F. Whenever it becomes apparent from the current construction progress schedule that delays to the critical path have resulted and the contract completion date will not be met, or when so directed by the Engineer, the Contractor shall take some or all of the following actions at no additional cost to the Owner. They shall submit to the Engineer for approval, a written statement of the steps they intend to take to remove or arrest the delay to the critical path in the current construction progress schedule.
  - 1. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of work.
  - 2. Increase the number of working hours per shift, shifts per day, working days per week, the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate the backlog of work.
  - 3. Reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and comply with the revised schedule.
- G. If when so requested by the Engineer, the Contractor should fail to submit a written statement of the steps they intend to take or should fail to take such steps as reviewed and accepted in writing by the Engineer, the Engineer may direct the Contractor to increase the level of effort in manpower (trades), equipment and work schedule (overtime, weekend and holiday work, etc.) to be employed by the Contractor in order to remove or arrest the delay to the critical path in the current construction progress schedule, and the Contractor shall promptly provide such level of effort at no additional cost to the Owner.
- H. Shop drawings which are not approved on the first submittal or within the time scheduled, and equipment which does not pass the specified tests and certifications shall be immediately rescheduled.
- I. The contract time will be adjusted only in accordance with the General Requirements and other portions of the Contract Documents as may be applicable. If the Engineer finds that the Contractor is entitled to any extension of the contract completion date, the Engineer's determination as to the total number of days extension shall be based upon the current construction progress schedule and on all data relevant to the extension. Such data shall be included in the next updating of the schedule and related items. Actual delays in activities which, according to the construction progress schedule, do not affect any contract completion date will not be the basis for a change therein.

- J. Review and acceptance of the construction progress schedule by the Engineer is advisory only and shall not relieve the Contractor of the responsibility for accomplishing the work within the contract completion date. Omissions and errors in the construction progress schedule, and related reports shall not excuse performance less than that required by the Contract and in no way make the Engineer an insurer of the Contractor's success or liable for time or cost overruns flowing from any shortcomings in the construction progress schedule, and related reports.
- K. The progress schedule shall be plotted on 11-inch by 17-inch paper and shall be revised and updated monthly, depicting progress through the last day of the current month and scheduled progress through completion. Five up to date copies of the schedule shall be submitted along with the application for monthly progress payments for the same period.

#### 1.04 SCHEDULE OF PAYMENT VALUES

- A. The Contractor shall submit a Schedule of Payment Values for the Bid Package in accordance with Section 01025 for all items in the proposal for review at the pre-construction meeting. 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 be given in sufficient detail for the proper identification of Work accomplished. Each item shall include its proportional share of all costs including the Contractor's overhead, contingencies and profit. The sum of all scheduled items shall equal the total value of the Contract.
- C. If the Contractor anticipates the need for payment for materials stored on the project site, he shall also submit a list covering the cost of materials, delivered and unloaded with taxes paid.
- D. The Contractor shall expand or modify the above schedule and materials listing as required by the Engineer's initial or subsequent reviews.

#### 1.05 SHOP DRAWINGS, PROJECT DATA AND SAMPLES

- A. A Shop Drawing Submittal Schedule shall be provided by the Contractor at the Pre-Construction meeting. A current Shop Drawing submittal log shall also be provided by the Contractor at each progress meeting.
- B. The Contractor shall submit a minimum of seven (8) copies of all shop drawings to the Engineer for review. Shop Drawings will be reviewed, stamped and distributed with the appropriate box checked either "FURNISH AS SUBMITTED", "FURNISH AS CORRECTED" or REVISE AND RESUBMIT". The distribution of process shop drawings will be as follows:
  - 1. Shop drawings marked "FURNISH AS SUBMITTED" or "FURNISH AS CORRECTED"  
3 copies returned to the Contractor

2 copies transmitted to the Owner  
2 copies remain at the Engineer's office

2. Shop drawings marked "REVISE AND RESUBMIT"
  - 2 copies returned to the Contractor
  - 2 copies remain at the Engineer's office
  - 1 copy remains with the shop drawing reviewer
  - 2 copies will be discarded
- C. The review of the Contractor's submissions shall in no way relieve the Contractor of any of his responsibilities under the Contract. An acceptance of a submission shall be interpreted to mean that there are no specific objections to the submitted material, subject to conformance with the Contract Drawings and Specifications.
- D. All submissions shall be dated and properly referenced to the specifications section and Contract Drawing number.
- E. Shop Drawings and Project Data within practical limits shall be submitted as a single complete package for any operating system and shall include all items of equipment and mechanical units involved in the functioning of such system.
- F. All submissions shall bear the Contractor's stamp certifying that they have been checked for conformance and accuracy. Submissions without the Contractor's stamp of approval will not be reviewed by the Engineer and will be returned to the Contractor.
- G. For any submission containing any departure from the Contract Documents and the Contractor shall include proper explanation in his letter of submittal.
- H. Work on fabricated or special items shall not be commenced until the required submission information has been reviewed and accepted.
- I. Standard items shall not be assembled or shipped until the required submission information has been reviewed and accepted.
- J. Prior review actions shall not relieve the Contractor of the responsibility for correcting errors, deviations, and/or omissions discovered at a later date.
- K. Shop Drawings: Shop Drawings include, but are not limited to, layout drawings, installation drawings, construction drawings, certified and interconnecting wiring diagrams, etc. The Contractor shall be responsible for security of all the information, details, dimension, drawings, etc. necessary to prepare submission drawings required and necessary under this Contract and to fulfill all other requirements of his Contract. The Contractor shall secure such information, details, drawings, etc. from all possible sources including the Contract Drawings, drawings prepared by subcontractors, Engineer's, manufacturers, suppliers, etc.
- L. Submission drawings shall accurately and clearly present the following:
  1. All working and installation dimensions.

2. Arrangement and sectional views.
  3. Units of equipment in the proposed position for installation, details of required attachments and connections and dimensioned locations between units and in relation to the structures.
  4. Necessary details and information for making connections between the various trades including but not limited to, power supplies and interconnection wiring between units, accessories, appurtenances, etc.
- M. Product Data: Where manufacturer's publications in the form of catalogs, brochures, illustrations, or other data sheets are submitted in lieu of prepared shop drawings, such submission shall specifically indicate the particular item offered. Identification of such items and relative pertinent information shall be made with indelible ink. Submissions showing only general information will not be accepted.
- N. Product data shall include materials of construction, dimensions, performance characteristics, capacities, wiring diagrams, piping and controls, etc.
- O. Samples: Contractor shall furnish for review all samples as required by the Contract Documents or requested by the Engineer.
- P. Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly labeled to show the nature of the work where the material represented by the sample will be used.
- Q. Samples shall be checked by the Contractor for conformance to the Contract Documents before being submitted to the Engineer and shall bear the Contractor's stamp certifying that they have been so checked. Transportation charges on samples submitted to the Engineer shall be prepaid by the Contractor.
- R. Engineer's review will be for compliance with the Contract Documents, and his comments will be transmitted to the Contractor with reasonable promptness.
- S. Accepted samples will establish the standards by which the completed work will be judged.
- T. Substitutions: Whenever a particular brand or make of material, equipment, or other item is specified, or is indicated on the Drawings, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed specifications. Any other brand or make which, in the opinion of the Engineer, is equivalent to that specified or indicated may be offered as a substitute subject to the following provisions:
1. Contractor shall submit for each proposed substitution sufficient details, complete descriptive literature, and performance data together with

samples of the materials, where feasible, to enable the Engineer to determine if the proposed substitution is equal.

2. Contractor shall submit certified tests, where applicable, by an independent laboratory attesting that the proposed substitution is equal.
  3. A list of installations where the proposed substitution is equal.
  4. Where the acceptance of a substitution requires revision or redesign of any part of the Work, all such revision and redesign, and all new Drawings and details required therefore, shall be provided by the Contractor at his own cost and expense, and shall be subject to review of the Engineer.
  5. In all cases the Engineer shall be the sole judge as to whether a proposed substitution is to be accepted. The Contractor shall abide by the Engineer's decision when proposed substitute items are judged to be unacceptable and shall in such instances furnish the item, or substitute, as specified. No substitute items shall be used in the Work without written acceptance of the Engineer.
  6. Acceptance of any proposed substitution shall in no way release the Contractor from any of the provisions of the Contract Documents.
- U. Complete Submittals: Each submittal shall be complete in all aspects incorporating all information and data required to evaluate the products' compliance with the Contract Documents. Partial or incomplete submissions shall be returned to the Contractor without review.
- V. If the Contractor requires additional copies of returned shop drawings, he shall include extra Drawings in his original submittal. The Engineer will process the Drawings and return them to the Contractor.

#### 1.06 WARRANTIES

- A. Original warranties, called for in the Contract Documents, shall be submitted to the Owner through the Engineer. When warranties are required, they shall be submitted prior to request for payment.
- B. When advance copies of warranties are requested, they shall be submitted with, and considered as shop drawings.

#### 1.07 QUALITY CONTROL SUBMITTALS

- A. Certificates:
  1. Manufacturer's Certificate of Compliance:

- a. When specified in individual Specification sections or where products are specified to a recognized standard or code, submit prior to shipment of product or material to the site.
  - b. Engineer may permit use of certain materials or assemblies prior to sampling and testing if accompanied by accepted certification of compliance.
  - c. Signed by product manufacturer certifying that materials, manufacture, and product specified conforms to or exceeds specified requirements and intent for which product will be used. Submit supporting reference data, affidavits, and certifications as appropriate.
  - d. May reflect recent or previous test results on material or product, but must be acceptable to Engineer.
2. Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by Laws and Regulations or governing agency or specified in the individual Specification sections.
- B. Field Samples: Provide as required by individual Specifications and as may be required by Engineer during progress of Work.
- C. Written Test Reports of Each Test and Inspection: As a minimum, include the following:
- 1. Date of test and date issued, project title and number, testing laboratory name, address, and telephone number, and name and signature of laboratory inspection.
  - 2. Date and time of sampling or inspection and record of temperature and weather conditions.
  - 2. Identification of product and Specification section, location of Sample, test or inspection in the Project, type of inspection or test with referenced standard or code, certified results of test.
  - 4. Compliance with Contract Documents, and identifying corrective action necessary to bring materials and equipment into compliance.
  - 5. Provide an interpretation of test results, when requested by Engineer.

#### 1.09 OPERATION AND MAINTENANCE MANUALS (HARD COPY)

- A. General: The Contractor shall furnish and deliver to the Engineer, prior to final payment, four complete final Operation and Maintenance (O&M) Manuals including instructions, technical bulletins, and any other printed matter such as diagrams, prints or Drawings, containing full information required for the proper operations, maintenance, and repair of all Contractor furnished equipment.

Included shall be a spare parts diagram and complete spare parts list. These requirements are a prerequisite to the operation and acceptance of equipment. Each O&M Manual shall be bound together in appropriate three-ring binders. A detailed table of contents shall be provided for each Manual.

- B. Written operation and maintenance instructions are required for all equipment items supplied for this project. The amount of detail shall be commensurate with the complexity of the equipment item. Extensive pictorial cuts of equipment are required for operator reference in servicing.
- C. Information not applicable to the specific piece of equipment installed on this project shall be struck from the Manual by the Contractor. Information provided shall include a source of replacement parts and names of service representatives, including addresses and telephone numbers.
- D. When written instructions include shop drawings and other information previously reviewed by the Engineer. Only those editions which were accepted by the Engineer, and which accurately depict the equipment installed, shall be incorporated in the O&M Manual.
- E. Maintenance and Lubrication Schedules: The Contractor shall include complete maintenance schedules in the O&M Manual, for all Contractor furnished equipment. Separate forms shall be submitted for each piece of equipment.
- F. Operating Instructions and Parts List: The Contractor shall include with the O&M Manual complete sets of operating instructions and spare parts lists for all equipment and appurtenances giving the information listed below:
  - 1. Clear and concise instructions for the operation, adjustment and maintenance of the equipment.
  - 2. List of all parts for the equipment, with catalog numbers and other data necessary for ordering replacement parts.
- G. Such instructions and parts lists shall be annotated to indicate only the specific equipment furnished. References to other sizes and types or models of similar equipment shall be deleted or neatly lined out.

#### 1.09 DIGITAL OPERATION AND MAINTENANCE MANUALS

- A. All Final O&M Manuals shall also be submitted in whole in electronic format on compact disk. Electronic O&M manuals shall contain information in standard formats (Adobe, PDF, Word, AutoCAD, HTML, etc.) and shall be easily accessible through the use of standard, "off-the-shelf" software such as an Internet browser. Hypertext links shall be embedded throughout the text for ease of navigation between references.

#### 1.10 SUPPLEMENTS

A. The supplements listed below, following "END OF SECTION" are part of this Specification.

1. Forms: Transmittal of Contractor's submittal.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

- END OF SECTION -

TRANSMITTAL OF CONTRACTOR'S SUBMITTAL  
(Attach to Each Submittal)

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

Submittal No. \_\_\_\_\_

\_\_\_\_\_

New Submittal                       Resubmittal

\_\_\_\_\_

Previous Submittal No.: \_\_\_\_\_

\_\_\_\_\_

Project: No. \_\_\_\_\_

\_\_\_\_\_

Project No.: \_\_\_\_\_

Specification Section No.: \_\_\_\_\_

FROM: \_\_\_\_\_

(Cover only one section with each transmittal)  
Schedule Date of Submittal

Contractor

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SUBMITTAL TYPE:     Shop Drawing                       Contract Closeout                       "Or-Equal"/Substitute  
                                  Quality Control                       Sample

The following items are hereby submitted:

Number of Copies	Description of Item Submitted (Type, Size, Model Number, Etc.)	Spec. Para. No.	Drawing or Brochure Number	Contains Variation to Contract	
				No	Yes

Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review, and submission of designated Submittal and (ii) the Submittal is complete and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.

By: \_\_\_\_\_  
Contractor (Authorized Signature)



SECTION 01400  
QUALITY CONTROL

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. Testing Laboratory Services

1. Laboratory testing and checking required by the Specifications, including the cost of transporting all samples and test specimens, shall be provided and paid for by the Owner unless otherwise indicated in the Specifications.
2. Materials to be tested include, but are not necessarily limited to the following:
  - a. Raw water during construction of well
  - b. Raw water during well disinfection
3. Tests required by the Owner shall not relieve the Contractor from the responsibility of supplying test results and certificates from manufacturers or suppliers to demonstrate conformance with the Specifications.
4. Procedure
  - a. The Contractor shall plan and conduct his operations to permit taking of field samples and test specimens, as required, and to allow adequate time for laboratory tests.
  - b. The collection, field preparation and storage of field samples and test specimens shall be as directed by the Engineer with the cooperation of the Contractor.
5. Significance of Tests
  - a. Test results shall be binding on both the Contractor and the Owner, and shall be considered irrefutable evidence of compliance or noncompliance with the Specification requirements, unless supplementary testing shall prove, to the satisfaction of the Owner, that the initial samples were not representative of actual conditions.
6. Supplementary and Other Testing
  - a. Nothing shall restrict the Contractor from conducting tests he may require. Should the Contractor at any time request the Owner to consider such test results, the test reports shall be certified by an independent testing laboratory acceptable to the Owner. Testing of this nature shall be conducted at the Contractor's expense.

1.02 IMPERFECT WORK, EQUIPMENT, OR MATERIALS

- A. Any defective or imperfect work, equipment, or materials furnished by the Contractor which is discovered before the final acceptance of the work, as established by the Certificate of Substantial Completion, or during the subsequent guarantee period, shall be removed immediately even though it may have been overlooked by the Engineer and estimated for payment. Any equipment or materials condemned or rejected by the Engineer shall be tagged as such and shall be immediately removed from the site. Satisfactory work or materials shall be substituted for that rejected.
- B. The Engineer may order tests of imperfect or damaged work, equipment, or materials to determine the required functional capability for possible acceptance, if there is no other reason for rejection. The cost of such tests shall be borne by the Contractor; and the nature, tester, extent and supervision of the tests will be as determined by the Engineer. If the results of the tests indicate that the required functional capability of the work, equipment, or material was not impaired, consistent with the final general appearance of same, the work, equipment, or materials may be deemed acceptable. If the results of such tests reveal that the required functional capability of the questionable work, equipment, or materials has been impaired, then such work, equipment, or materials shall be deemed imperfect and shall be replaced. The Contractor may elect to replace the imperfect work, equipment, or material in lieu of performing the tests.

### 1.03 INSPECTION AND TESTS

- A. The Contractor shall allow the Engineer ample time and opportunity for testing materials and equipment to be used in the work. He shall advise the Engineer promptly upon placing orders for material and equipment so that arrangements may be made, if desired, for inspection before shipment from the place of manufacture. The Contractor shall at all times furnish the Engineer and his representatives, facilities including labor, and allow proper time for inspecting and testing materials, equipment, and workmanship. The Contractor must anticipate possible delays that may be caused in the execution of his work due to the necessity of materials and equipment being inspected and accepted for use. The Contractor shall furnish, at his own expense, all samples of materials required by the Engineer for testing, and shall make his own arrangements for providing water, electric power, or fuel for the various inspections and tests of structures and equipment.
- B. The Contractor shall furnish the services of representatives of the manufacturers of certain equipment, as prescribed in other Sections of the Specifications. The Contractor shall also place his orders for such equipment on the basis that, after the equipment has been tested prior to final acceptance of the work, the manufacturer will furnish the Owner with certified statements that the equipment has been installed properly and is ready to be placed in functional operation. Tests and analyses required of equipment shall be paid for by the Contractor, unless specified otherwise in the Section which covers a particular piece of equipment.
- C. Where other tests or analyses are specifically required in other Sections of these Specifications, the cost thereof shall be borne by the party (Owner or Contractor) so designated in such Sections. The Owner will bear the cost of all tests, inspections, or investigations undertaken by the order of the Engineer for the purpose of determining conformance with the Contract Documents if such tests, inspection, or investigations are not specifically required by the Contract Documents, and if conformance is ascertained thereby. Whenever nonconformance is determined by the Engineer as a result of such tests, inspections, or investigations, the Contractor shall bear the full cost thereof or shall reimburse the Owner for said cost. In this connection, the cost of any additional tests and

investigations, which are ordered by the Engineer to ascertain subsequent conformance with the Contract Documents, shall be borne by the Contractor.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

- END OF SECTION -



## SECTION 01500

### CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

#### PART 1 -- GENERAL

##### 1.1 SUBMITTALS

###### A. Informational Submittals:

1. Copies of permits and approvals for construction as required by laws and regulations and governing agencies.
2. Temporary Utility Submittals: Dewatering well locations
3. Temporary Construction Submittals:
  - a. Access Roads: Routes, cross-sections, and drainage facilities.
  - b. Parking area plans.
  - c. Fencing and protective barrier locations and details.
  - d. Staging area location plan.
  - e. Maintenance of Traffic (MOT) Plans: As specified herein, and proposed revisions thereto.

##### 1.2 MOBILIZATION

###### A. Mobilization shall include, but not be limited to, these principal items:

1. Obtaining required permits.
2. Moving equipment required for first month operations onto site.
3. Installing temporary construction power, wiring, and lighting facilities.
4. Providing onsite sanitary facilities and potable water facilities as specified and as required by Laws and Regulations, and governing agencies.
5. Arranging for staging and storage area.
6. Posting OSHA required notices and establishing safety programs and procedures.
7. Having Contractor's superintendent at site full-time.

- B. Contractor is responsible for finding a suitable location for a project staging and material storage area, as required.

### 1.3 PERMITS

- A. Permits, Licenses, or Approvals: Obtain in accordance with the Owner's construction standards and Specifications and as otherwise required for completion of the Work.

### 1.4 PROTECTION OF WORK AND PROPERTY

- A. Comply with Owner's safety rules while on Owner's project.
- B. Keep Owner informed of serious onsite accidents and related claims.

### 1.5 VEHICULAR TRAFFIC

- A. Maintenance of Traffic Plans (MOTs):
  1. Adhere to MOTs reviewed by the Owner and/or his representative, and approved by the appropriate agency. Changes to this plan shall be made only by written approval of appropriate public authority and the Engineer. Secure approvals for necessary changes so as not to delay progress of the Work.
  2. Traffic Routing: In MOT, show sequences of construction affecting use of roadways, time required for each phase of the Work, provisions for decking over excavations and phasing of operations to provide necessary access, and plans for signing, barricading, and striping to provide passages for pedestrians and vehicles.
- B. Preparation of MOTs: Contractor shall be prepare and submit MOTs where required by federal, state, county, or local agencies having jurisdiction. Contractor shall obtain all required approvals and permits associated with the MOTs.
  1. Traffic control on all city, county, and state highway rights-of-way shall meet the requirements of the City of North Miami, where applicable, and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, as well as FDOT standard details for maintenance of traffic, in accordance with the Manual for Uniform Traffic Control and Safe Practices.
  2. Traffic control on all county rights-of –way shall meet the additional requirements of the Miami-Dade County Engineering Department including but not limited to:
    - a. The use of solid barriers to separate construction from adjacent traffic lanes where the difference in grade is greater than 12 inches.
    - b. Plating or backfilling of all nonprotected excavations at the close of each working day.

3. Contractor shall submit copies of all MOT's to the Engineer concurrent with submittal to the approving authority.
4. Contractor shall submit three copies of the agency-approved MOT prior to initiation of construction or as required by specific permits contained herein.

## PART 2 – PRODUCTS

(NOT USED)

## 2 PART 3 -- EXECUTION

### 2.1 TEMPORARY UTILITIES

#### A. Power:

1. Electric power is not available at the construction sites. Contractor shall provide the necessary electric power at each well location or as needed for completion of the project.
2. Cost of electric power used in performance and acceptance testing will be borne by Contractor.

#### B. Lighting: Provide temporary lighting to meet all applicable safety requirements to allow erection, application, or installation of materials and equipment, and observation or inspection of the Work.

#### C. Water:

##### 1. Hydrant Water:

- a. Is available from nearby hydrants. Secure written permission for connection, flow meter and backflow preventer installation, and use from water department. Meet all requirements for use. Notify fire department before obtaining water from fire hydrants.
- b. Use only special hydrant-operating wrenches to open hydrants. Make certain that hydrant valve is open full, since cracking the valve causes damage to the hydrant. Repair damaged hydrants and notify appropriate agency as quickly as possible. Hydrants shall be completely accessible to fire department at all times.
- c. Include costs to connect and transport water to construction areas in Contract Price.

#### D. Sanitary and Personnel Facilities: Provide and maintain facilities for Contractor's employees, Subcontractors, and all other onsite

employer's employees. Service, clean, and maintain facilities and enclosures.

- E. Fire Protection: Furnish and maintain on site adequate firefighting equipment capable of extinguishing incipient fires. Comply with applicable parts of National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241).

## 2.2 PROTECTION OF WORK AND PROPERTY

### A. General:

1. Perform Work within right-of-way and easements in a systematic manner that minimizes inconvenience to property owners and the public.
2. No residence or business shall be cut off from vehicular traffic for a period exceeding 2 hours, unless special arrangements have been made.
3. Maintain in continuous service all existing oil and gas pipelines, underground power, telephone or communication cable, water mains, irrigation lines, sewers, poles and overhead power, and all other utilities encountered along line of the Work, unless other arrangements satisfactory to owners of said utilities have been made.
4. Where completion of the Work requires temporary or permanent removal and/or relocation of existing utility, coordinate all activities with owner of said utility and perform all work to their satisfaction.
5. Protect, shore, brace, support, and maintain underground pipes, conduits, drains, and other underground utility construction uncovered or otherwise affected by construction operations.
6. Keep fire hydrants and water control valves free from obstruction and available for use at all times.
7. In areas where Contractor's operations are adjacent to or near a utility, such as gas, telephone, television, electric power, water, sewer, or irrigation system, and such operations may cause damage or inconvenience, suspend operations until arrangements necessary for protection have been made by Contractor.
8. Notify property owners and utility offices that may be affected by construction operation at least 2 working days in advance.
  - a. Before exposing a utility, obtain utility owner's permission. Should service of utility be interrupted due to Contractor's operation, notify proper authority immediately. Cooperate with said authority in restoring service as promptly as possible and bear costs incurred.

9. Do not impair operation of existing utility systems. Prevent construction material, pavement, concrete, earth, volatile and corrosive wastes, and other debris from entering sewers, storm drains, pump stations, or other sewer structures.
10. Maintain original site drainage wherever possible.

B. Traffic Signal Communications Systems:

1. Maintain in continuous operation all existing traffic signal communication systems located within the Project limits for the duration of the Project. Maintenance of the traffic signal communication systems may entail the use of leased facilities, temporary splices, or the provision of alternate or replacement facilities as proposed by the Contractor and approved by the Miami-Dade County Traffic Engineering Division.
2. In the event of a failure in the continuous operation of the traffic signal communication system, prepare a Remedial Action Plan that has been coordinated with the Miami-Dade County Traffic Engineering Division to determine the nature of the failure. The Remedial Action Plan shall be documented in a written report and submitted within one calendar day of the notification of the discontinuous operation of the traffic signal communication system.
3. Complete the implementation of the Remedial Action Plan within two calendar days upon receipt of approval of the Plan by the Miami-Dade County Traffic Engineering Division. Reworking of the Plan shall be required if the minimum system communication requirements are not met, as determined by the Miami-Dade County Traffic Engineering Division, as a result of a given Remedial Action Plan.
4. In the event that the traffic signal communication systems are damaged, a temporary splice to a damaged copper communications cable shall be accomplished by using approved splice material for connecting the bare wires. For damaged fiber optic communication systems, mechanical splicing of the fiber to achieve a maximum loss of 0.20 dB is acceptable. A junction box shall be installed over the splice on a temporary basis for access, unless a new cable is installed as per specifications.
5. All traffic signal communication systems that were temporarily spliced shall be removed and replaced in kind with new cable, subject to approval by the Miami-Dade County Traffic Engineering Division, prior to final acceptance of the Project. Replacement shall be from junction box to junction box with no intermediate splices.

C. Barricades and Lights:

1. Provide as necessary to prevent unauthorized entry to construction areas and affected roads, streets, and alleyways, inside and outside of fenced area, and as required to ensure public safety and

the safety of Contractor's employees, other employer's employees, and others who may be affected by the Work.

2. Provide to protect existing facilities and adjacent properties from potential damage.
3. Locate to enable access by facility operators and property owners.
4. Protect streets, roads, highways, and other public thoroughfares that are closed to traffic by effective barricades with acceptable warning signs.
5. Locate barricades at the nearest intersecting public thoroughfare on each side of the blocked section.

D. Signs and Equipment:

1. Conform to requirements of manual published by the FDOT.
2. Barricades: Provide as required by the FDOT Vehicle Code and in sufficient quantity to safeguard public and Work.
3. Portable TOW-AWAY-NO STOPPING Signs: Place where approved by police department and Owner.
4. Traffic Cones: Provide to delineate traffic lanes to guide and separate traffic movements.
5. High-Level Warning Flag Units: Provide two in advance of traffic approaching the Work, each displaying three flags mounted at a height of 9 feet.
6. ROAD CONSTRUCTION AHEAD Signs: Provide four, size 48 inches by 48 inches. Place in conspicuous locations, approximately 200 feet in advance of the Work, and facing approaching traffic.
7. DETOUR Signs: Provide two, right arrow or left arrow, placed as approved by the Engineer.
8. RIGHT or LEFT LANE CLOSED AHEAD Signs: Provide two, place in advance of lane to be closed.
9. Provide at obstructions, such as material piles and equipment.
10. Illuminate barricades and obstructions with warning lights from sunset to sunrise.
11. Use to alert general public of construction hazards, which would include surface irregularities, unramped walkways, grade changes, and trenches or excavations in roadways and in other public access areas.

12. Submit proposed signage to the Engineer for prior approval.

- E. Existing Structures: Where Contractor contemplates removal of small structures such as mailboxes, signposts, and culverts that interfere with Contractor's operations, obtain approval of property owner and Engineer. Replace those removed in a condition equal to or better than original.
- F. Finished Construction: Protect finished floors and concrete floors exposed as well as those covered with composition tile or other applied surfacing.
- G. Waterways: Keep ditches, culverts, and natural drainages continuously free of construction materials and debris.
- H. Dewatering: Construct, maintain, and operate cofferdams, channels, flume drains, sumps, pumps, or other temporary diversion and protection works. Furnish materials required, install, maintain, and operate necessary pumping and other equipment for the environmentally safe removal and disposal of water from the various parts of the Work. Maintain foundations and parts of the Work free from water.

### 2.3 TEMPORARY CONTROLS

#### A. Air Pollution Control:

- 1. Minimize air pollution from construction operations.
- 2. Burning: of waste materials, rubbish, or other debris will not be permitted on or adjacent to site.
- 3. Conduct operations of dumping rock and of carrying rock away in trucks to cause a minimum of dust. Give unpaved streets, roads, detours, or haul roads used in construction area a dust-preventive treatment or periodically water to prevent dust as needed up to daily, as directed by the Owner. Strictly adhere to applicable environmental regulations for dust prevention.

#### B. Noise Control:

- 1. Provide acoustical barriers so noise emanating from tools or equipment will not exceed legal noise levels.
- 2. Noise Control Plan: Propose plan to mitigate construction noise and to comply with noise control ordinances, including method of construction, equipment to be used, and acoustical treatments.

#### C. Water Pollution Control:

1. Divert sanitary sewage and non-storm waste flow interfering with construction and requiring diversion to sanitary sewers. Do not cause or permit action to occur which would cause an overflow to existing waterway.
  2. Prior to commencing excavation and construction, obtain Engineer's agreement with detailed plans showing procedures intended to handle and dispose of sewage, groundwater, and stormwater flow, including dewatering pump discharges.
  3. Comply with procedures outlined in U.S. Environmental Protection Agency manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning," and "Implementation, Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity," and "Erosion and Sediment Control-Surface Mining in Eastern United States."
  4. Do not dispose of volatile wastes such as mineral spirits, oil, chemicals, or paint thinner in storm or sanitary drains. Disposal of wastes into streams or waterways is prohibited. Provide acceptable containers for collection and disposal of waste materials, debris, and rubbish.
- D. Erosion, Sediment, and Flood Control: Provide, maintain, and operate temporary facilities to control erosion and sediment releases, and to protect the Work and existing facilities from flooding during construction period. Meet all local, state, and Federal requirements and obtain necessary permits and approvals as required. Discharges to storm drains, including discharge from dewatering systems, will not be permitted without the installation of a sediment removal system approved by the Owner.

## 2.4 STORAGE YARDS AND BUILDINGS

- A. Temporary Storage Yards: Construct temporary storage yards for storage of products that are not subject to damage by weather conditions.
- B. Temporary Storage Buildings:
  1. Provide environmental control systems that meet recommendations of manufacturers of equipment and materials stored.
  2. Arrange or partition to provide security of contents and ready access for inspection and inventory.
  3. Store combustible materials (paints, solvents, fuels) in a well-ventilated and remote building meeting safety standards.

## 2.5 ACCESS ROADS AND DETOURS

- A. Construct access roads as shown and within easements, rights-of-way, or Project limits. Utilize existing roads where shown. Alignments for new routes must be approved by the Engineer or Owner.
- B. Maintain drainage ways. Install and maintain culverts to allow water to flow beneath access roads. Provide corrosion-resistant culvert pipe of adequate strength to resist construction loads.
- C. Provide gravel, crushed rock, or other stabilization material to permit access by all motor vehicles at all times.
- D. Maintain road grade and crown to eliminate potholes, rutting, and other irregularities that restrict access.
- E. Coordinate with Engineer detours and other operations affecting traffic and access. Provide at least 72 hours' notice to Engineer of operations that will alter access to the site and adjacent private properties.
- F. Where access road crosses existing fences, install and maintain gates.
- G. Upon completion of construction, restore ground surface disturbed by access road construction to original grade. Replace damaged or broken culverts with new culvert pipe of same diameter and material.

## 2.6 PARKING AREAS

- A. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, Owner's operations, or construction operations.
- B. Provide parking facilities for personnel working on the Project. No employee or equipment parking will be permitted on Owner's existing paved areas, except as specifically designated for Contractor's use.

## 2.7 VEHICULAR TRAFFIC

- A. Comply with Laws and Regulations regarding closing or restricting use of public streets or highways. No public or private road shall be closed, except by written permission of proper authority. Assure the least possible obstruction to traffic and normal commercial pursuits.
- B. For Project Sections that Pass through a Miami-Dade County School Zone:
  - 1. No work is permitted in a school zone while school is in session.
  - 2. Contractor shall plan work accordingly – no delay time will be granted to comply with this requirement.
- C. Conduct the Work to interfere as little as possible with public travel, whether vehicular or pedestrian.

1. No two adjacent roadways can be under construction at the same time.
  2. At least 75 percent of all roadways shall have a maintained trench surface as described below at all times during the project.
  3. Construction in affected roadways shall be completed in sequence so that all improvements are completed, except for final pavement restoration during one continuous period. This includes water and sewer services to the edge of the right-of-way.
- D. Whenever it is necessary to cross, close, or obstruct roads, driveways, and walks, whether public or private, provide and maintain suitable and safe bridges, detours, or other temporary expedients for accommodation of public and private travel.
- E. Road Closures: Maintain satisfactory means of exit for persons residing or having occasion to transact business along route of the Work. If it is necessary to close off roadway or alley providing sole vehicular access to property for periods greater than 2 hours, provide written notice to each owner so affected 3 days prior to such closure. In such cases, closings of up to 4 hours may be allowed. Closures of up to 10 hours may be allowed if a week's written notice is given and undue hardship does not result.
- F. Contractor will submit MOT forms and/or applications as required by the agency with jurisdiction. The Temporary Modification of Traffic Form provided as a supplement to this Section shall be submitted to the Engineer for all requested MOT's in accordance with the provisions of this Section. The form is required for MOT's in streets under City jurisdiction.
- G. Maintenance of traffic is not required if Contractor obtains written permission from Owner and tenant of private property, or from authority having jurisdiction over public property involved, to obstruct traffic at designated point.
- H. In making street crossings, do not block more than one-half the street at a time. Whenever possible, widen shoulder on opposite side to facilitate traffic flow. Provide temporary surfacing on shoulders as necessary.
- I. Maintain top of backfilled trenches, before they are paved, to allow normal vehicular traffic to pass over.
1. Trench maintenance will consist of compacted sub-base with asphalt prime, temporary asphalt, or flowable fill.
  2. Provide temporary access driveways where required.
  3. Cleanup operations shall follow immediately behind backfilling.

4. Watering of untreated backfill shall be utilized to control dust as directed by the Engineer until such time as adequate trench maintenance has been achieved.
  
- J. When flaggers and guards are required by regulation or when deemed necessary for safety, furnish them with approved orange wearing apparel and other regulation traffic control devices. Notify fire department and police department before closing street or portion thereof. Notify said departments when streets are again passable for emergency vehicles. Do not block off emergency vehicle access to consecutive arterial crossings or dead-end streets, in excess of 300 linear feet, without written permission from fire department. Conduct operations with the least interference to fire equipment access, and at no time prevent such access. Furnish Contractor's night emergency telephone numbers to police department.
  
- K. Move mailboxes to temporary locations accessible to postal service, and on completion of Work in each area, replace them in their original location and in a condition equal to or better than original.
  
- L. Remove or relocate barricades on designated trash collection days to allow access for trash pickup. If access is completely blocked, the CONTRACTOR shall move the affected trash containers to an accessible location and return them after pickup. Mark each container to ensure return to the proper location.
  
- M. Detours: Where authority having jurisdiction requires that traffic be maintained over construction work in a public street, road, or highway, and traffic cannot be maintained on original roadbed or pavement, construct and maintain detour around the Work. Coordinate traffic routing with that of others working in same or adjacent areas.

## 2.8 CLEANUP PROCEDURES FOR HURRICANE WARNINGS AND WATCHES

- A. In the event that the National Oceanographic and Atmospheric Administration (NOAA) issues a hurricane watch for the Fort Lauderdale area, the Engineer will contact the Contractor informing him that the watch has been established. Once notified of a hurricane watch, the Contractor will remove all unnecessary items from the work area and tie down all remaining supplies, barricades, and movable (under 200 pounds) objects. The Engineer will determine "necessary" items. If a warning is issued, the Contractor shall complete the clean-up and evacuate the area the same day. The Owner shall not be liable for any costs or delays caused as a result of demobilization or remobilization due to the above.

## 2.9 CLEANING DURING CONSTRUCTION

- A. In accordance with General Conditions, as may be specified in Specification sections, and as required herein.

- B. Wet down exterior surfaces prior to sweeping to prevent blowing of dust and debris. At least weekly, sweep all floors (basins, tunnels, platforms, walkways, roof surfaces), and pick up all debris and dispose.
- C. Provide approved containers for collection and disposal of waste materials, debris, and rubbish. At least at weekly intervals, dispose of such waste materials, debris, and rubbish offsite.
- D. Thoroughly clean all spilled dirt, gravel, or other foreign material caused by the construction operations from all streets and roads 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.

- END OF SECTION -

## SECTION 01530

### PROTECTION OF EXISTING FACILITIES

#### PART 1 -- GENERAL

##### 1.01 THE REQUIREMENT

- A. Contractor shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of his operations under this Contract. Any damage or injury occurring on account of any act, omission or neglect on the part of the Contractor shall be restored in a proper and satisfactory manner or replaced by and at the expense of the Contractor to an equal or superior condition than previously existed.
- B. Contractor shall comply promptly with such safety regulations as may be prescribed by the Owner or the local authorities having jurisdiction and shall, when so directed, properly correct any unsafe conditions created by, or unsafe practices on the part of, his employees. In the event of the Contractor's failure to comply, the Owner may take the necessary measures to correct the conditions or practices complained of, and all costs thereof will be deducted from any monies due the Contractor. Failure of the Engineer to direct the correction of unsafe conditions or practices shall not relieve the Contractor of his responsibility hereunder.
- C. In the event of any claims for damage or alleged damage to property as a result of work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencement of work in the vicinity of property adjacent to the work site, the Contractor, at his own expense, shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

##### 1.02 PROTECTION OF WORK AND MATERIAL

- A. During the progress of the work and up to the date of final payment, the Contractor shall be solely responsible for the care and protection of all work and materials covered by the Contract.
- B. All work and materials shall be protected against damage, injury or loss from any cause whatsoever, and the Contractor shall make good any such damage or loss at his own expense. Protection measures shall be subject to the approval of the Engineer.

##### 1.03 EXISTING UTILITIES AND STRUCTURES

- A. The term existing utilities shall be deemed to refer to both publicly-owned and privately-owned utilities such as electric power and lighting, telephone, water, gas, storm drains, process lines, sanitary sewers and all appurtenant structures.
- B. Where existing utilities and structures are indicated on the Drawings, it shall be understood that all of the existing utilities and structures affecting the work may not be shown and that

the locations of those shown are approximate only. It shall be the responsibility of the Contractor to ascertain the actual extent and exact location of existing utilities and structures. In every instance, the Contractor shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any work in the vicinity of existing utilities.

- C. Prior to beginning any excavation work, the Contractor shall, through field investigations, determine any conflicts or interferences between existing utilities and new utilities to be constructed under this project. This determination shall be based on the actual locations, elevations, slopes, etc., of existing utilities as determined in the field investigations, and locations, elevation, slope, etc. of new utilities as shown on the Drawings. If an interference exists, the Contractor shall bring it to the attention of the Engineer as soon as possible. If the Engineer agrees that an interference exists, he shall modify the design as required. Additional costs to the Contractor for this change shall be processed through a Change Order as detailed elsewhere in these Contract Documents. In the event the Contractor fails to bring a potential conflict or interference to the attention of the Engineer prior to beginning excavation work, any actual conflict or interference which does arise during the Project shall be corrected by the Contractor, as directed by the Engineer, at no additional expense to the Owner.
- D. The work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections shall be provided, as required, to insure uninterrupted of existing services. Any damage resulting from the work of this Contract shall be promptly repaired by the Contractor at his own expense in a manner approved by the Engineer and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that they perform their own repairs or have them done by others, the Contractor shall be responsible for all costs thereof.
- E. Where excavations by the Contractor require any utility lines or appurtenant structures to be temporarily supported and otherwise protected during the construction work, such support and protection shall be provided by the Contractor. All such work shall be performed in a manner satisfactory to the Engineer and the respective authority having jurisdiction over such work. In the event the Contractor fails to provide proper support or protection to any existing utility, the Engineer may, at his discretion, have the respective authority to provide such support or protection as may be necessary to insure the safety of such utility, and the costs of such measures shall be paid by the Contractor.

#### 1.04 TREES WITHIN PROJECT LIMITS

- A. General: The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees on the project site, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the jurisdictional agency or Owner. All existing trees which are damaged during construction shall be replaced by the Contractor or a certified tree company to the satisfaction of the Owner.
- B. Replacement: The Contractor shall immediately notify the Owner if any tree is damaged by the Contractor's operations. If, in the opinion of the Owner, the damage is such that replacement is necessary, the Contractor shall replace the tree at its own expense. The tree shall be of a like size and variety as the tree damaged, or, if of a smaller size, the Contractor shall pay to the Owner compensatory payment acceptable to the Owner.

1.05 NOTIFICATION BY THE CONTRACTOR

- A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way the Contractor shall notify the respective authorities representing the Owners or agencies responsible for such facilities not less than three days nor more than seven days prior to excavation so that a representative

PART 2 -- PRODUCTS

(NOT USED)

PART 3 -- EXECUTION

(NOT USED)

- END OF SECTION -



SECTION 01532

WELLFIELD PROTECTION

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. The Contractor is advised that the work is to be performed in a fully operational wellfield, which is the principal source of raw water supply to the City of North Miami Winson Water Treatment Plant. The Contractor shall be fully responsible for all precautionary measures together with all remediation, cleanup, disinfection, regulatory agency fines and all other labor, materials, and costs associated with any contamination of the potable water supply caused directly or indirectly by the activities of the Contractor in the performance of the work.
- B. Notwithstanding other indemnification requirements of the Contract Documents, the Contractor shall also indemnify, defend, and hold harmless the City, the Engineer and the City's agents from any and all legal action which may arise from contamination of the water supply caused directly or indirectly by the Contractor in the performance of the work.
- C. Contractor is notified that their work will be within the Westside Wellfield protection area as defined by the Miami-Dade County. The Contractor is further notified of the following:
- D. The Contractor shall comply with all requirements of Chapter 24-43, Wellfield Protection Ordinance of the Miami-Dade County Code and Chapter 62-521, Wellhead Protection Rule of the Florida Administrative Code.
- E. The Contractor shall review the Chapter 24-43(5) of the Miami-Dade County Code of Ordinances regarding prohibition of hazardous materials within wellfield protection areas.
- F. The Contractor shall complete an affidavit on their letterhead, signed by an authorized officer of the firm which itemizes the regulated chemicals that the Contractor proposes to use at the City of North Miami wellfield during construction.
- G. Submit the affidavit in accordance with the Section entitled "Submittals".
- H. Notify the Miami-Dade County Department of Permitting, Environment and Regulatory Affairs to acquire permission to initiate construction within the wellfield.
- I. Contact Miami-Dade County Department of Permitting, Environment and Regulatory Affairs for additional assistance regarding compliance with the Wellfield Protection ordinance.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

- END OF SECTION -

SECTION 01700

PROJECT CLOSEOUT

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. Final Cleaning

1. At the completion of the work, the Contractor shall remove all rubbish from and about the site of the work, and all temporary structures, construction signs, tools, scaffolding, materials, supplies and equipment which he or any of his Subcontractors may have used in the performance of the work. Contractor shall broom clean paved surfaces and rake clean other surfaces of grounds.
2. Contractor shall thoroughly clean all materials, equipment and structures; all marred surfaces shall be touched up to match adjacent surfaces; dirty filters and burned out lights replaced as required so as to leave work in a clean and new appearing condition.
3. Contractor shall maintain cleaning until project, or portion thereof, is occupied by the Owner.

B. Final Cleanup; Site Rehabilitation

1. Before finally leaving the site, the Contractor shall wash and clean all exposed surfaces which have become soiled or marked, and shall remove from the site of work all accumulated debris and surplus materials of any kind which result from his operation, including construction equipment, tools, sheds, sanitary enclosures, etc. The Contractor shall leave all equipment, fixtures, and work, which he has installed, in a clean condition. The completed project shall be turned over to the Owner in a neat and orderly condition.
2. The site of the work shall be rehabilitated or developed in accordance with other sections of the Specifications and the Figures. In the absence of any portion of these requirements, the Contractor shall completely rehabilitate the site to a condition and appearance equal or superior to that which existed just prior to construction, except for those items whose permanent removal or relocation was required in the Contract Documents or ordered by the Owner.

C. Final Inspection

1. Final cleaning and repairing shall be so arranged as to be finished upon completion of the construction work. The Contractor will make his final cleaning and repairing, and any portion of the work finally inspected and accepted by the Engineer shall be kept clean by the Contractor, until the final acceptance of the entire work.

2. When the Contractor has finally cleaned and repaired the whole or any portion of the work, he shall notify the Engineer that he is ready for final inspection of the whole or a portion of the work, and the Engineer will thereupon inspect the work. If the work is not found satisfactory, the Engineer will order further cleaning, repairs, or replacement.
3. When such further cleaning or repairing is completed, the Engineer, upon further notice, will again inspect the work. The "Final Payment" will not be processed until the Contractor has complied with the requirements set forth, and the Engineer has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract Documents.

#### D. Project Close Out

1. As construction of the project enters the final stages of completion, the Contractor shall, in concert with accomplishing the requirements set forth in the Contract Documents, attend to or have already completed the following items as they apply to his contract:
  - a. Required testing of project components.
  - b. Correcting or replacing defective work, including completion of items previously overlooked or work which remains incomplete, all as evidenced by the Engineer's "Punch" Lists.
  - c. Attend to any other items listed herein or brought to the Contractor's attention by the Engineer.
2. In addition, and before the Certificate of Substantial Completion is issued, the Contractor shall submit to the Engineer (or to the Owner if indicated) certain records, certifications, etc., which are specified elsewhere in the Contract Documents. A partial list of such items appears below, but it shall be the Contractor's responsibility to submit any other items which are required in the Contract Documents:
  - a. Test results of project components.
  - b. Performance Affidavits for equipment.
  - c. Certification of equipment or materials in compliance with Contract Documents.
  - d. One set of neatly marked-up record drawings showing as-built changes and additions to the work under his Contract.
  - e. Any special guarantees or bonds (Submit to Owner).
3. The Contractor's attention is directed to the fact that required certifications and information under Item 2 above, must actually be submitted earlier in accordance with other Sections of the Specifications.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

- END OF SECTION -



**DIVISION 2**  
**SITE WORK**



SECTION 02820  
WATER DISPOSAL

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. This section covers the work necessary for the disposal of all fluids produced during development, testing, drilling and disinfection of the wells. The Contractor shall be solely responsible for ensuring that any and all water discharged is disposed of in an environmentally safe manner and in compliance with pertinent regulations.
- B. Potential disposal water locations have been identified on the drawings. The final determination of the disposal location for water is the Contractor's responsibility
- C. Discharge of water and sediment onto the ground surrounding the well will not be permitted.
- D. The Contractor is financially responsible for any consequences of water that is not properly disposed during the construction activities.
- E. The Contractor shall be responsible for all necessary permitting associated with water disposal.

1.02 NOTIFICATIONS

- A. At the pre-construction meeting and prior to beginning well rehabilitation, the Contractor shall submit to the Engineer for review a written plan for water disposal during the construction activities.

PART 2 -- PRODUCTS

(NOT USED)

PART 3 -- EXECUTION

3.01 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall provide for the disposal of the water in such a manner as shall not cause injury to public health or private property, or to any portion of the work completed or in progress, or to the surface of the streets, existing sanitary or storm sewers, or the surface of private or public property.
- B. The Contractor shall ensure that his own and other work sites and associated access roads are maintained in a reasonably dry condition so that work activities are not

impaired and there is not impediment to the use of the site by the Owner or to impede the use of the streets by the public.

- C. The Contractor shall furnish and install necessary temporary piping as required to convey water to the disposal location. A discharge line of sufficient length shall be provided by the Contractor to convey the water to the approved location(s).

### 3.02 PROCEDURES

- A. Water shall be disposed to storm sewers after appropriate removal of mud, gravel, and debris developed during rehabilitation.
- B. The Contractor is required to properly dispose of mud, gravel, and debris developed during rehabilitation of the wells.
- C. Formation fluids from reverse-air drilling, well development and well testing shall be treated to remove suspended solids prior to discharge. Furnish positive treatment means to ensure that suspended solids are removed in accordance with State and local requirements prior to disposal.
- D. The Contractor shall provide the equipment necessary for turbidity control and shall verify that the equipment is working properly prior to the disposal of water.
- E. Chlorinated water from well disinfection shall be dechlorinated prior to disposal. Provide de-chlorination facilities in accordance with the requirements of State and local regulatory agencies for disposal of water to a surface water body.

- END OF SECTION -

SECTION 02832

TEMPORARY CONSTRUCTION FENCE

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. Furnish and install temporary chain link fencing, posts, gates, etc. at the staging area where shown on the Drawings.

1.02 PERMITS

- A. Obtain permits as required by local jurisdiction.

PART 2 -- PRODUCTS

2.01 TEMPORARY CONSTRUCTION FENCE

- A. Type: Chain link, galvanized.
- B. Height: 8'-0".
- C. Posts: Pounded 2'-0" into ground.
- D. Gates: One (1) gate minimum with a 24'-0" wide opening.
- E. Lock and Chain: Provide locks and chains as required to secure gate(s).
- F. Windscreen: Provide fence with windscreen for privacy.
- G. Supplier or Equal: National Construction Rentals, Inc.

PART 3 -- EXECUTION

3.01 INSTALLATION

- A. Install per supplier's instructions.

- END OF SECTION -



## SECTION 02840

### WELLHEAD AND PUMP REMOVAL, CLEANING AND REINSTALLATION

#### PART 1 -- GENERAL

##### 1.01 THE REQUIREMENT

- A. This section covers the work necessary to remove the existing wellhead, submersible pump and motor and pump column pipe, inspect the pump motor for damage, clean and disinfect the submersible pump and replace the column pipe with a new pipe and reinstall in the well.

#### PART 2 – PRODUCTS

(NOT USED)

#### PART 3 -- EXECUTION

##### 3.01 MATERIAL AND EQUIPMENT

- A. Cement, locks, ports, flanges, caps, valves, gauges, reducers, and compartments will be maintained from existing wellheads or replaced by the Contractor, as necessary. Owner shall disassemble and re-assemble electrical and instrumentation from wellhead.
- B. All bolts and nuts removed from the wellhead shall be replaced with new nuts and bolts of equal material. Owner shall furnish replacement nuts and bolts where required.

##### 3.02 REMOVAL AND REINSTALLATION

- A. Provide access to the wells by removing fencing on one or more sides, as needed for entry of Contractor's equipment. Install noise barriers, as necessary.
- B. Remove submersible pump and motor and column pipe from well. Remove raw water transmission piping connection as needed to provide access to the well. Store the pump and column on blocks to avoid contact with earth and drilling fluids.
- C. The pump and pump column shall be inspected by the Owner. Contractor will be notified of any additional work required as directed by the Owner, as a result of the pump and pump column inspection.
- D. The existing column pipe of each well shall be replaced by a new column pipe of the same diameter and equal length in accordance with section 15013, "Certa-Lok Colum Pipe."

- E. The pump shall be pressure cleaned and disinfected before reinstallation in the well following rehabilitation work.
- F. Following reinstallation, the wellhead shall be restored to the original condition without potential for leakage.
- G. The Contractor is responsible for retrieval of the pump and associated equipment from the well should they be dislodged and lost during work on the well. Cost associated with retrieval is the sole responsibility of the Contractor.

- END OF SECTION -

## SECTION 02850

### WELL DEVELOPMENT

#### PART 1 -- GENERAL

##### 1.01 THE REQUIREMENT

- A. This section covers the work, materials, and equipment necessary for the development of the well complete, following completion of well rehabilitation work.
- B. Fully develop the well until water is proven to be clear and contain less than 1 part per million (ppm) sand using a Rossum Sand Tester (provided by the Contractor), or as determined by the Engineer.

##### 1.02 REGULATORY COMPLIANCE

- A. The Contractor shall develop the wells in conformance with all laws, rules, regulations and standards related to the construction of wells in the United States, State of Florida, Miami-Dade County, South Florida Water Management District, and any other applicable regulations.
- B. The Contractor shall take all necessary precautions to prevent contaminated water, gasoline, or other deleterious substances from entering the well, either through the opening or by seepage through the ground surface. Maintain precautions during and after development of the well until accepted by the Owner.
- C. The Contractor shall control the flow from the well at all times during development activities. The Contractor shall be solely responsible for ensuring that water produced during well development is disposed in accordance with section 02820, "Water Disposal."

##### 1.03 WELL DRILLER LOG

- A. The Contractor shall maintain a detailed daily log of his operations on each rig during the development and testing of the wells. The logs shall be on IADC Forms and shall give a complete description of equipment used, fluid and water-level changes and the depths at which they occurred, and other such pertinent data as may be required by the Engineer. One copy of each daily log shall be submitted to the Engineer on a daily basis.

#### PART 2 – PRODUCTS

(NOT USED)

## PART 3 -- EXECUTION

### 3.01 EQUIPMENT

- A. Provide all temporary pipeline and facilities for discharging water in accordance with Section 02820, "Water Disposal." The cost of such piping and work associated with setting up for development shall be included in the cost for well development.
- B. Provide an airline and compressor of adequate size and length to be able to surge the well with air. The air lift equipment shall be capable of pumping up to a maximum flow of 2,000 gpm. Alternatively, well-development techniques must be approved by the Owner/Engineer prior to use.
- C. Furnish and install all necessary compressors, piping, tools, pumps, and any other equipment to develop the wells to and obtain a maximum flow of 2,000 gpm as stated above and as approved by the Owner/Engineer.
- D. Provide a tee with lateral outlet horizontal and all necessary piping to properly contain and measure the flow of water and dispose of it in accordance with these specifications. Provide a seal on top outlet to prevent overflowing and a tee and pipe of the same diameter as the corresponding casing
- E. The Contractor shall furnish a submersible pump and discharge equipment and piping for development of the well by pumping in accordance with Section 02858, "Pumping Test."

### 3.02 INITIAL DEVELOPMENT BY AIR LIFTING

- A. The purpose of the development work is to remove effectively from the well, well walls and the formation immediately adjacent to the well, material like mud, clay, cuttings, rock fragments, and any other type of loose or potentially loose materials. The well(s) shall be developed by the air development method as follows:
- B. Development shall be done by the utilization of a single pipe air pumping system using the casing or the borehole itself as the educator line. The compressors, airlines, hoses, fittings, etc., shall be of adequate size to pump the well by the airlift principle up to a maximum flow of 2000 gpm with air. The Contractor shall initially pump the well with air until the well is developed to the point that it yields clear, sand-free water. The Contractor shall then shut off the air and allow water in the well to return to a static condition. The Contractor shall then reopen the valve and reintroduce air into the well until water is again brought to the surface by the airlift, at which time the air valve shall be closed to allow the water to return to static condition. Repeat this lifting and dropping of the column of water until the water in the well becomes turbid at which time he shall continuously pump the well with air until it again yields clear, sand-free water. The Contractor shall repeat the above operations until the well no longer produces fine material when it is surged

and backwashed as described above, or until the Owner/Engineer is satisfied that development is complete.

- C. The bottom of the airline shall be placed at different depths to facilitate development of all intake areas and multiple water producing zones, and the process repeated until all zones yield water free of turbidity when surged and backwashed, as directed by the Owner/Engineer.

### 3.03 WELL PUMPING

- A. After initial development of the well(s), the high capacity pump, flow measuring device(s), discharge piping, access pipe/air-line, and other necessary appurtenances shall be installed for development and testing as specified in Section 02858, "Pumping Test."
- B. The Contractor shall operate the pumping development equipment continuously at such rates of discharge and such time as determined by the Owner/Engineer. The well shall be pumped until the water is free from sand, silt and turbidity and/or until no further improvement in turbidity and specific capacity can be observed.
- C. The Owner/Engineer shall determine when development by high capacity pumping is complete.
- D. The static water level in the well shall be allowed to recover for a time equal to the pumping development time before start of the pumping tests.
- E. Do not remove the pump and appurtenant equipment until the work is complete as specified in Section 02858, "Pumping Test" and as approved by the Owner/Engineer.
- F. Disposition of well development water is the responsibility of the Contractor and shall be in accordance with Section 02820, "Water Disposal." All water produced shall be settled of excess solids and conveyed away from the well in an environmentally safe manner.
- G. Furnish the following items to the Engineer:
  - 1. One centrifugal sand tester (by Roscoe Moss Company), for quantifying sand content in the part per million range.
  - 2. One silt density index analysis apparatus (Model Number SDI-2000 by Applied Membranes, Inc.) along with 100 filters pads.
  - 3. One Model 2100Q Portable Turbidimeter by Hach (furnish with all necessary batteries).
  - 4. One pack of 6 portable turbidimeter sample cells by Hach.

- H. The above equipment will be turned over to the Owner at the completion of the construction.
- I. The Contractor (in the presences of the Owner/Engineer) shall periodically sample the pump discharge for turbidity, sand content, and silt density index. These results of these tests shall be recorded in the Contractor's daily log. The test results shall be reviewed by the Owner/Engineer to determine when adequate development has been achieved to the satisfaction of the Engineer.

- END OF SECTION -

SECTION 02852  
CASING CLEANING

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. This section covers the work, materials, and equipment necessary to clean the well casing, complete.
- B. The Contractor shall control the flow from the well at all times during casing cleaning activities.

PART 2 – PRODUCTS

(NOT USED)

PART 3 -- EXECUTION

3.01 CASING BRUSH TOOL

- A. The Contractor shall provide a mechanical casing brush tool with an outside diameter sufficient for the diameter of the casing and allow enough flexure and rigidity .The outside diameter of the stiff bristles shall be at least 1-inch greater than the inside diameter of the casing.
- B. The bristle assembly shall be at least 5-feet in length. Bristles shall be set on a 4-inch spacing, spiraling a full 360 degrees within the 5-foot section of tool. Alternate design of equal type shall be acceptable as approved by the Owner/Engineer.
- C. The casing brush tool shall be rotated and moved up and down in the casing in a manner approved by the Owner/Engineer prior to its use.

3.02 CASING BRUSH

- A. Perform brushing of the well casing as appropriate. The tool shall be constantly moved vertically within the casing to effectively remove scale material. The Contractor's method of brushing shall be approved by the Owner/Engineer.

- END OF SECTION -



SECTION 02853

GEOPHYSICAL LOGGING

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. The Contractor shall provide all work, materials, and equipment necessary to prepare the borehole/well for geophysical logging. The Contractor shall employ the services of a company acceptable to the Engineer to obtain geophysical logs of the wells. The Contractor shall prepare and condition each hole to insure it is open and can be logged with a minimum of delay. The following logs shall be run in the well at the stages listed and their cost shall be included. No payment will be made for logs which are unusable or inaccurate due to poor performance of the logging equipment or poor borehole conditioning.
- B. A schedule of the proposed geophysical logs is provided in the Table "Schedule of Proposed Geophysical Logs". Other geophysical logs may be required and/or selected by the Engineer.
- C. The Contractor shall assist the Engineer during geophysical logging and data collection as needed.
- D. The Contractor shall be responsible for the preparation of the open hole for geophysical logging.

1.02 SUBMITTALS

- A. The Contractor shall submit for approval by the Engineer the name of the proposed geophysical logging service company.
- B. The Contractor shall furnish 15 field copies of the various logs to the Engineer and shall provide them within three hours of the time when logging was complete. A written field evaluation of their quality shall be submitted within two days of completion. Twenty copies of the finished logs shall be provided to the Engineer as soon as possible after the logging along with copies of the log in ASCII and pdf format on CD ROM.

PART 2 – PRODUCTS

(NOT USED)

PART 3 -- EXECUTION

3.01 X-Y CALIPER LOGS

- A. Geophysical logging shall be done as soon as possible prior and after well development. Caliper logs shall be run over the entire open hole and casing. Caliper logs shall be performed with a four-arm (x-y) tool. The Contractor shall notify the Engineer 36 hours in advance of any scheduled logging event.

- B. The open hole and casing shall be logged as indicated in the proposed schedule of Geophysical Logging.
- C. The Contractor shall be responsible for preparing the open hole intervals for geophysical logging. The Contractor shall be responsible for keeping the open hole open and free from obstruction during geophysical logging and shall remove any obstruction to the logging tools at his own expense. In the event that the logging tools do not reach to within five feet of the bottom of the hole, as measured by the length of the drill pipe, the Contractor shall then clean the hole to the original drilled depth at his own expense. The logs shall then be rerun at the Contractor's expense.
- D. The Contractor shall provide access down the well for data collection and geophysical logging during pumping tests. Pumps shall be capable of being removed and reinstalled to facilitate logging.
- E. Contractor shall include all costs associated with testing in his bid price per well and no charges for standby time will be allowed.

### 3.02 TELEVISION SURVEY

- A. General: Television surveys shall be conducted by a qualified service company using equipment capable of surveying and recording to the required depth. The Contractor may use his own equipment providing it is capable of surveying as required and the Contractor shall furnish proof of the capability of the equipment. The television camera shall be centralized within the open hole. Six copies of the complete survey shall be provided by the Contractor for distribution in DVD format. The Contractor shall make all arrangements and scheduling for the television survey.
- B. The Contractor shall insure that the well and open hole fluid is of sufficient clarity (as determined by the Engineer) to allow a television survey to be conducted. The Contractor shall pump out of the well a quantity of clear water not less than three volumes of the entire well and open hole.
- C. Costs of pumping to achieve the desired level of clarity for the television surveys and DVDs (including time spent waiting for the television equipment) and for rig and crew labor for all activities associated with preparing for, performing and dismantling equipment related to the television survey shall be included with the testing costs.

### 3.03 LOGGING SCHEDULES

- A. A schedule of geophysical logs is presented below.

**Biscayne Aquifer Wells  
Schedule of Proposed Geophysical Logs**

<b>Biscayne Aquifer Well No. 3</b>		
<b>Well Section</b>	<b>Approximate Depth bls</b>	<b>Geophysical Logs</b>
12-inch casing	0 – 45	Caliper, Television survey
Open hole	45 – 60	Caliper, Television survey

<b>Biscayne Aquifer Well No. 4</b>		
<b>Well Section</b>	<b>Approximate Depth bls</b>	<b>Geophysical Logs</b>
12-inch casing	0 – 57	Caliper, Television survey
Open hole	57 – 65	Caliper, Television survey

<b>Biscayne Aquifer Well No. 5</b>		
<b>Well Section</b>	<b>Approximate Depth bls</b>	<b>Geophysical Logs</b>
12-inch casing	0 – 99	Caliper, Television survey
Open hole	99 – 107	Caliper, Television survey

<b>Biscayne Aquifer Well No. 6</b>		
<b>Well Section</b>	<b>Approximate Depth bls</b>	<b>Geophysical Logs</b>
12-inch casing	0 – 45	Caliper, Television survey
Open hole	45 – 56	Caliper, Television survey

<b>Biscayne Aquifer Well No. 7</b>		
<b>Well Section</b>	<b>Approximate Depth bls</b>	<b>Geophysical Logs</b>
12-inch casing	0 – 50	Caliper, Television survey
Open hole	50 – 60	Caliper, Television survey

<b>Biscayne Aquifer Well No. 8</b>		
<b>Well Section</b>	<b>Approximate Depth bls</b>	<b>Geophysical Logs</b>
12-inch casing	0 – 52	Caliper, Television survey
Open hole	52 – 62	Caliper, Television survey

- END OF SECTION -

## SECTION 02855

### ACIDIZATION

#### PART 1 -- GENERAL

##### 1.01 THE REQUIREMENT

- A. Provide the work, materials, and equipment necessary for acidizing the well.
- B. The length of acid reaction time after pumping is estimated to be 24 hours. After a minimum 24 hour reaction time well development can begin. After development the well must remain undisturbed for a minimum of 12 hours to fully recover to static level. The Engineer shall be the sole judge as to length of each process and therefore may increase or decrease the total time.
- C. Schedule work so that all pumping is conducted during daylight hours.

##### 1.02 NOTIFICATIONS

- A. Notify the Engineer in writing 72 hours in advance (exclusive of Saturdays, Sundays and holidays) prior to start of acidization.
- B. Notify the Engineer by phone 36 hours in advance (exclusive of Saturdays, Sundays and holidays) prior to start of acidization.

##### 1.03 SUBMITTALS

- A. Acidization Plan: The Contractor shall be responsible for providing a detailed plan outlining all procedures and equipment to be utilized for approval by the Engineer prior to the commencement of acidization.
- B. Well Header: The Contractor shall be responsible for providing a well header capable of withstanding pressures incurred during testing. The header shall have ports for acid line, water line, pressure relief and pressure gauge. A shop drawing of the header shall be provided to the Engineer prior to the commencement of acidization.
- C. Backflow Preventer: The Contractor shall be responsible for providing a backflow preventer on the water line. A shop drawing of the backflow preventer shall be provided to the Engineer prior to the commencement of acidization.

#### PART 2 -- PRODUCTS

##### 2.01 ACID

- A. A 10% to 15% solution of Hydrochloric Acid (HCl), also known as Muriatic Acid, shall be used.

## PART 3 -- EXECUTION

### 3.01 EQUIPMENT

- A. The Contractor shall provide black steel pipe for tremie line capable of reaching the desired production zone depth.
- B. The Contractor shall provide a well header with ports for acid line, water line, pressure relief and 300 psi pressure gauges on wellhead capable of handling pressured incurred.
- C. The Contractor shall provide stainless steel check valves on the acid line.
- D. The Contractor shall provide stainless steel ball valves on the acid line and water line.
- E. The Contractor shall provide a backflow preventer on the water line.
- F. Contractor shall make his own arrangements for power for the acidization procedures.
- G. The Contractor shall be responsible for installation and maintenance of the pump, flow measuring device(s), discharge piping, access pipe and other necessary appurtenances shall be installed for the acidization procedures.

### 3.02 FLOW MEASURING DEVICE

- A. The Contractor shall provide a flow-meter with an indicator and a totalizer capable of measuring the pump discharge within plus or minus five percent of true flow for rates between 15 to 1,000 gpm.
- B. The Contractor shall provide access to permit installation of an electronic measuring device. The Contractor shall furnish an electronic water level indicator that can be used to accurately measure water levels.

### 3.03 PROCEDURES

- A. Acidization procedures shall be in accordance with the Contractors acidization plan submitted as required in Section 01300 of the Contract Documents and as approved by the Engineer.

### 3.04 DISPOSAL OF WATER

- A. The Contractor shall be responsible for disposal of all fluids produced during well acidization in accordance with section 02820, "Water Disposal."

- END OF SECTION -

## SECTION 02858

### PUMPING TESTS

#### PART 1 -- GENERAL

##### 1.01 THE REQUIREMENT

- A. Provide the work, materials, and equipment necessary for the well pumping tests, complete. Pumping tests will be constant rate and variable rate (step drawdown) tests.
- B. The length of the pumping tests is estimated to be 4 hours for variable rate pumping tests. However, the duration of each step will be dependent on aquifer response and may range from 30 minutes to 120 minutes. The Engineer shall be the sole judge as to length of the test and therefore may increase or decrease the total pumping time.
- C. Schedule work so that all pumping is conducted during daylight hours.

##### 1.02 NOTIFICATIONS

- A. Notify the Engineer in writing 72 hours in advance (exclusive of Saturdays, Sundays and holidays) prior to start of pumping test.
- B. Notify the Engineer by phone 36 hours in advance (exclusive of Saturdays, Sundays and holidays) prior to start of pumping test.

##### 1.03 SUBMITTALS

- A. Flow Meter Calibration Certificates: Discharge rates shall be measured using a metering device (calibrated flow meter or orifice plate) furnished by the Contractor. Calibration certificates shall be submitted to the Engineer at least 48 hours prior to the commencement of testing. Calibration Certificate shall be validated within 90 days of test date.
- B. Pressure Transducer Calibration Certificates: The Contractor shall be responsible for providing a pressure recording system capable of measuring pressure changes of 0.01 psi to measure the drawdown and recovery due to pumping. A copy of the pressure transducer calibration certificate shall be provided to the Engineer at least 48 hours prior to the commencement of testing. Calibration Certificate shall be validated within 90 days of test date.

#### PART 2 – PRODUCTS

(NOT USED)

#### PART 3 -- EXECUTION

### 3.01 EQUIPMENT

- A. The Contractor shall provide and install a submersible pump in the pumping well capable of pumping 700 to 2,000 gpm at a constant rate.
- B. The Contractor shall provide a gate valve, or equal, on the discharge side of the pump, downstream of the flowmeter for adjustment of flowrate down to the required flow range.
- C. The Contractor shall provide the pumping unit, controls, and appurtenances shall be capable of continuous operation for a period of 4 hours. If equipment fails to operate as specified, the Contractor shall pay for all costs associated with re-running of the test in progress, including Engineer's labor and expenses.
- D. Contractor shall make his own arrangements for power for the well pumping test.
- E. The Contractor shall be responsible for installation and maintenance of the submersible pump, flow measuring device(s), discharge piping, access pipe and other necessary appurtenances shall be installed for the well pumping test.
- F. The Contractor shall provide an operator during the entire time the pump is in operation, as required by the Owner/Engineer, to operate the prime mover and to regulate the discharge by the throttling device during the test pump period.

### 3.02 FLOW MEASURING DEVICE

- A. The Contractor shall provide a flow-meter with an indicator and a totalizer capable of measuring the pump discharge within plus or minus five percent of true flow for rates between 700 to 2,000 gpm.

### 3.03 WATER LEVEL MEASURING DEVICE

- A. The Contractor shall provide access to permit installation of an electronic measuring device. The Contractor shall furnish an electronic water level indicator that can be used to accurately measure water levels.

### 3.04 PRESSURE RECORDING DEVICE

- A. The Contractor shall provide adequate access into the well while pumping for data collection. The Contractor shall be responsible for providing a pressure recording system capable of measuring pressure changes of 0.01 psi to measure the drawdown and recovery due to pumping. A copy of the pressure transducer calibration certificate shall be provided to the Engineer prior to the commencement of testing.

### 3.05 VARIABLE RATE PUMPING TEST

- A. The Contractor shall conduct a variable rate (step drawdown) pumping test. The Contractor shall operate the pumping test equipment continuously at such rates of discharge and for such period of time as determined by the Engineer. Duration of the variable rate pumping test shall be approximately four hours, for the purpose of estimating the production capacity of the well. If the same pump for the step drawdown test is also used for final well development the time between completing development and initiating the step drawdown test must be sufficient to allow the water level in the well (or shut in pressure) to return to static conditions as determined by the Engineer.
- B. The Contractor shall assist the Engineer in collecting a clear water sample from each well during each step of the step drawdown test to be analyzed for field specific conductance and for laboratory analysis of specific conductance and chlorides. The Contractor shall provide a calibrated instrument acceptable to the Engineer for conducting field measurements.
- C. At the completion of the test the pump shall not be removed from the well for a time equal to 100 percent of the total pumping time to allow accurate water level recovery measurements to be taken, or less as determined by the Owner/Engineer. No additional standby time or pumping time payment shall be awarded during this period.
- D. If the specific capacity test is interrupted for any reason, the test shall be stopped and the well shall be allowed to recover for a period of at least 2 hours prior to attempting to perform the test. The Contractor shall be solely responsible for all costs associated with stopped tests.

### 3.06 FURTHER DEVELOPMENT

- A. The Contractor shall discontinue the test and resume well development if considerable quantities of fines are pumped out of the well during the test. The Engineer shall be the sole judge as to whether such additional development is necessary.
- B. The Contractor shall sound the well and remove any sand or silt accumulated in the well as a result of the pumping test after completion of the pumping test.

### 3.07 DISPOSAL OF WATER

- A. The Contractor shall be responsible for disposal of all fluids produced during pumping tests in accordance with Section 02820, "Water Disposal."

- END OF SECTION -



## SECTION 02860

### WELL DISINFECTION

#### PART 1 -- GENERAL

##### 1.01 THE REQUIREMENT

- A. The Contractor shall provide all work, materials, and equipment necessary for disinfecting each well, complete.
- B. The Contractor shall be responsible for obtaining passage of bacterial tests as required by regulations.
- C. The Contractor shall be responsible for complying with all the requirements specified in FAC 62-555.
- D. The Contractor shall be responsible for coordinating the collection and analysis of water samples for each production well with the Miami-Dade County Health Department. The Contractor is responsible for payment of any testing laboratory required. Analysis shall be for all primary and secondary drinking water parameters, and as determined by the Engineer.

##### 1.02 SUBMITTALS

- A. The Contractor shall submit to the Engineer for review detailed procedures for disinfection and testing to achieve bacteriological clearance. The procedures shall include the testing laboratory which will perform services.
- B. The Contractor shall submit to the Engineer the documentation that the Laboratory used for water analysis is certified in the State of Florida.

#### PART 2 -- PRODUCTS

##### 2.01 MATERIALS

- A. The Contractor shall provide all chemicals and equipment necessary to perform disinfection complete. Said equipment may include pumps, hoses, fittings, etc.
- B. The Contractor shall be responsible for transport and handling of all chlorine and/or disinfectants in accordance with appropriate regulations and manufacturers recommendations.
- C. The Contractor shall premix hypochlorite solutions and feed to tanks or piping. The Contractor shall not place dry mix.

## PART 3 -- EXECUTION

### 3.01 GENERAL

- A. The Contractor shall comply with AWWA C651 standards and FAC 62-555.
- B. The Contractor shall dispose of any waters produced while disinfecting wells in accordance with applicable regulations.
- C. The Contractor shall disinfect the well with the premixed chlorine solution as specified herein. The chlorine solution shall be prepared and applied in accordance with the manufacturer's directions. The chlorine solution shall be poured into the well and agitated throughout the full depth of the well for 5 minutes.

### 3.02 DISINFECTING SOLUTION

- A. Following acceptance by the Engineer, the Contractor shall disinfect the wells in accordance with ANSI/AWWA A100, Standard for Water Wells and ANSI/AWWA C654, "Disinfection of Wells". The Contractor shall submit to the Engineer for review of his procedure for disinfection prior to its implementation. The Contractor shall notify the Engineer in writing at least 24 hours in advance of the implementation of the accepted disinfection procedures. The Contractor shall re-disinfect well at his own expense should the well fail to pass bacteriological clearance. The disinfected well will be tested for the presence of coliform by the Owner in accordance with ANSI/AWWA C654. If bacterial evaluation fails, disinfection shall be repeated until the bacteriological test results indicate a pass.
- B. The Contractor shall apply a disinfecting solution of such volume and strength that a concentration between 100 ppm and 200 ppm of free available chlorine shall be obtained throughout the well. Contractor shall be responsible for complying with all the requirements specified in F.A.C. 62-555.
- C. The Contractor shall use a surge block as necessary for surging the well and distribution of chlorine solution.
- D. The Contractor shall allow a contact period of at least 24 hours after addition of chlorine to well. The Contractor shall pump the well at the end of the 24-hour period until chlorine concentrations are less than 5 ppm.
- E. Where test pumping equipment is to be used, such equipment shall be thoroughly cleaned and disinfected in accordance with AWWA A100 prior to installation.

### 3.03 BACTERIOLOGICAL CLEARANCE

- A. The Contractor shall demonstrate to the satisfaction of all applicable regulatory agencies, Owner and Engineer that the well conforms with the bacterial limits for public drinking water. If required, the Contractor shall dechlorinate to neutralize chlorine prior to discharge (submit plan to appropriate regulatory agencies and Engineer).

- B. The Contractor shall obtain the necessary bacterial samples to demonstrate bacteriologic clearance in accordance with F.A.C. 62-555 and local health department requirements.

- END OF SECTION -



**DIVISION 15**  
**MECHANICAL CONSTRUCTION**



## SECTION 15013

### CERTA-LOK COLUMN PIPE

#### PART 1 -- GENERAL

##### 1.01 THE REQUIREMENT

- A. The Contractor shall furnish and install PVC Certa-Lok column pipe for submersible pumps and all appurtenant work, complete in place, all in accordance with the requirements of the Contract Documents.
- B. The existing column pipe on the existing pumps shall be replaced to match the existing diameter and column length. The Contractor shall field determine the diameter and length of the existing pump columns prior to ordering the replacement column pipe specified herein.
- C. For the purposes of bidding assume furnishing and installing a maximum of 50 feet of column pipe per well and 8-inch nominal diameter column pipe.

##### 1.02 SUBMITTALS

- A. Submit shop drawings in accordance with Section 01300 – Submittals.
- B. Show material of construction, with ASTM reference and grade. Submit manufacturer's certificates of compliance with referenced pipe standards, e.g., ASTM D1784, ASTM D1785, ASTM D2837, NSF 14, NSF 61. Show wall thickness of PVC pipe.
- C. Submit piping layout drawings showing location and dimensions of pipe and fittings larger than 3 inches. Include layout lengths of valves, meters, in-line pumps, and other equipment determining piping dimensions. Label or number each fitting or piece of pipe.

#### PART 2 -- PRODUCTS

##### 2.01 PVC CERTA-LOK PIPE SCHEDULE 80, 250 PSI CWP

- A. Pipe: Schedule 80, polyvinyl chloride (PVC) plastic pipe, spline-lock mechanical joining system.
- B. Spline Lock Joint: High strength, acid-resistant, flexible thermo plastic splines.
- C. Gaskets: Elastomeric, water tight seal.
- D. Adapters: Column pipe shall be joined to pumps, check valves, pitless adapters or other components using a PVC or stainless steel column pipe adapter with a spline joint system.
- E. Pipe and couplings shall be homogenous throughout and free from visible cracks, holes, foreign inclusions, blisters and dents, interior roughness, and other injurious defects that may affect wall integrity.

- F. Pipe and couplings shall be made from unplasticized PVC compounds having a minimum cell classification of 12454, as defined in ASTM D1784.
- G. The compound shall qualify for a hydrostatic design basis (HDB) of 4000 psi for water at 73.4°F, in accordance with requirements of ASTM D2837.

### PART 3 -- EXECUTION

#### 3.01 INSTALLING CERTA-LOK PIPE

- A. Installation of column pipe shall be in strict accordance with manufacturer procedures and recommendations. Prior to installation, the pump column pipe shall be visually inspected to ensure that is no dirt or foreign matter in the pipe, and any such material which is found shall be removed before installation.

- END OF SECTION -

# CITY OF NORTH MIAMI

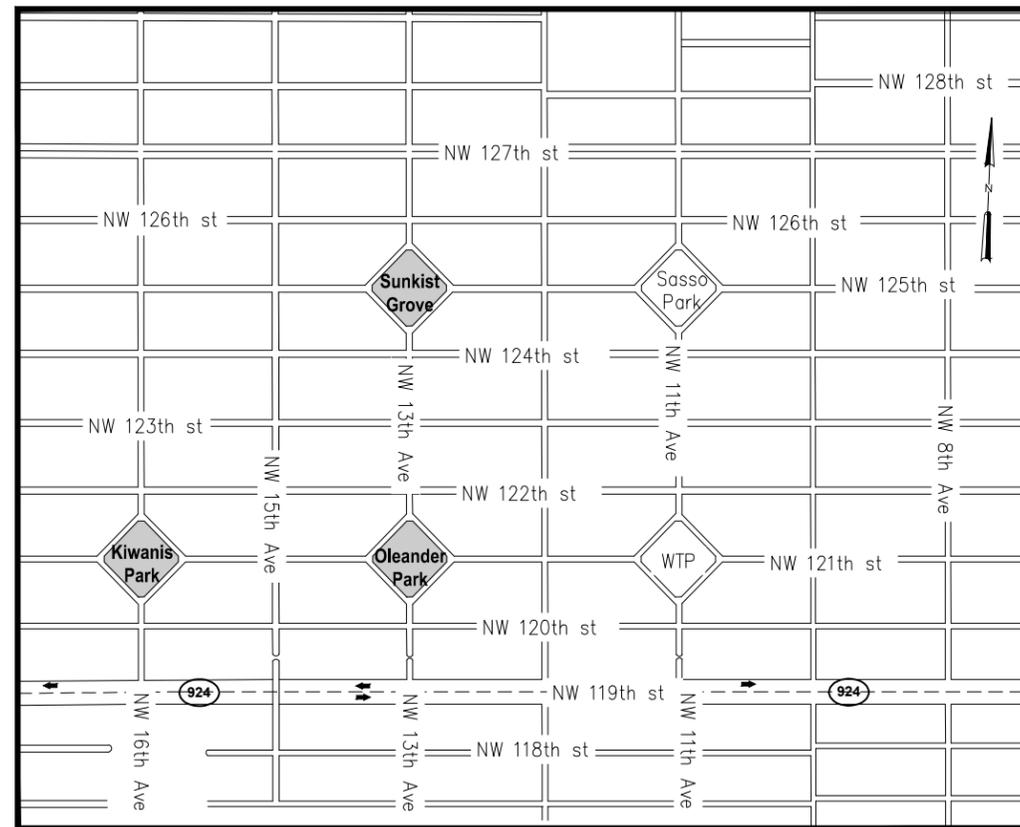
## PUBLIC WORKS UTILITIES

### REHABILITATION OF BISCAayne AQUIFER WELLS



**HAZEN AND SAWYER**  
Environmental Engineers & Scientists

4000 Hollywood Boulevard, Suite 750N  
Hollywood, Florida 33021  
Certificate of Authorization Number: 2771



**LOCATION MAP**

NOT TO SCALE

**APRIL 2012**  
**BID DOCUMENTS**

PATRICIA A. CARNEY, P.E. No. 50175

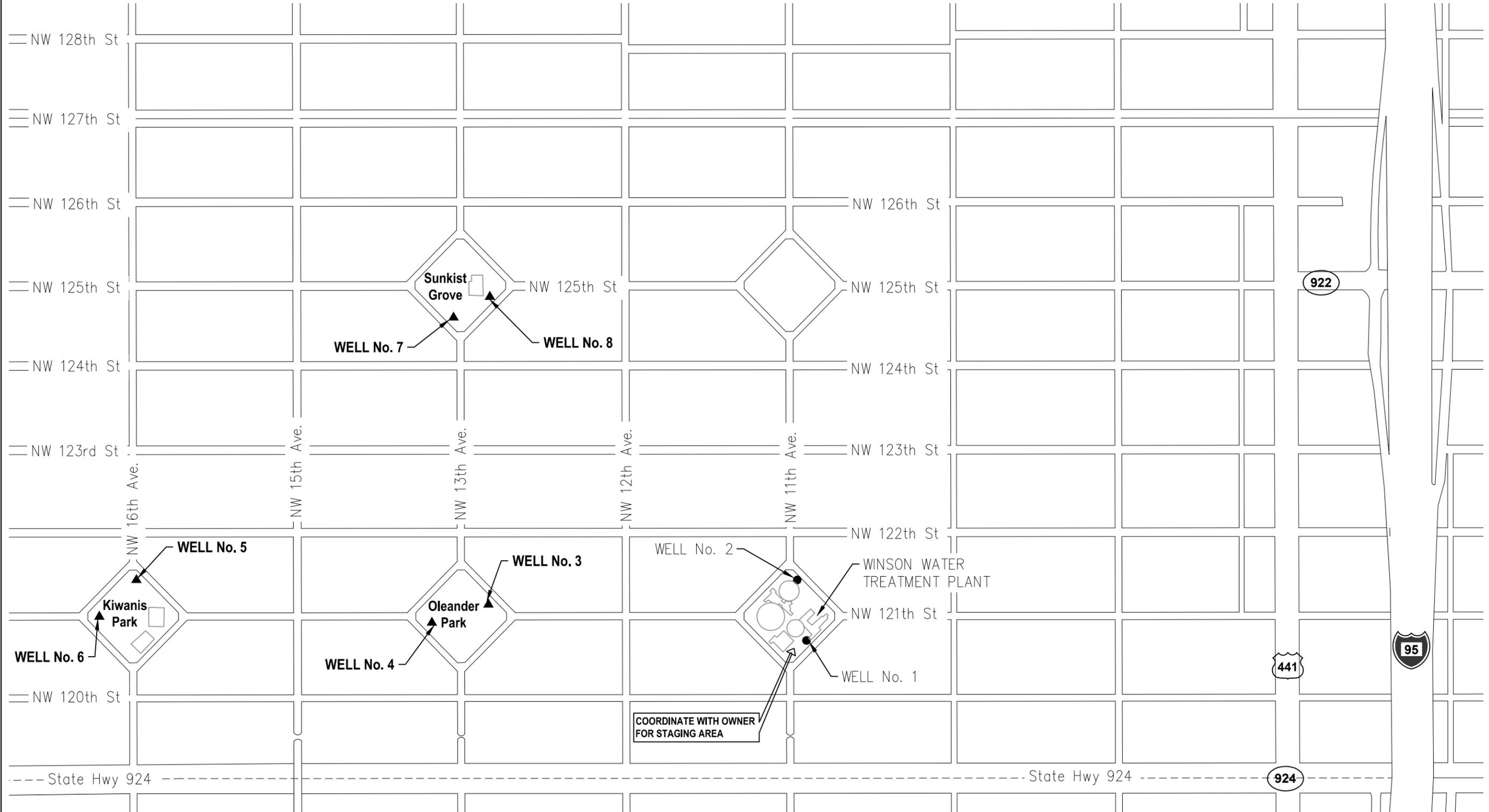
TITLE SHEET AND LOCATION MAP  
SHEET 1 OF 11  
DRAWING No. G-1

# LIST OF DRAWINGS

SHEET NUMBER	SHEET TITLE	SHEET DESCRIPTION
GENERAL		
1	G-1	TITLE SHEET AND LOCATION MAP
2	G-2	LIST OF DRAWINGS
3	G-3	BISCAYNE AQUIFER WELLFIELD LOCATIONS
CIVIL		
4	C-01	WELL NO. 3 SITE
5	C-02	WELL NO. 4 SITE
6	C-03	WELL NO. 5 SITE
7	C-04	WELL NO. 6 SITE
8	C-05	WELL NO. 7 SITE
9	C-06	WELL NO. 8 SITE
10	C-07	WELL HEAD PHOTOS
11	C-08	WELL DATA

PLOT DATE: 3/29/2012 4:07 P.M. BY: DCB/BC/CS

	DESIGNED <u>J.C.A.</u>	<b>HAZEN AND SAWYER</b> Environmental Engineers & Scientists 4000 Hollywood Boulevard, Suite 750N Hollywood, Florida 33021 Certificate of Authorization Number: 2771	SCALE  NTS	CLIENTS PROJECT: <u>          -          </u>	 <b>CITY OF NORTH MIAMI</b> PUBLIC WORKS UTILITIES	CITY OF NORTH MIAMI PUBLIC WORKS UTILITIES	DATE: <u>APRIL 2012</u>
	DRAWN <u>O.L.C.</u>		ENGINEERS PROJECT: <u>44238-005</u>	REHABILITATION OF BISCAYNE AQUIFER WELLS		SHEET: <u>2</u> OF <u>11</u>	
	CHECKED <u>G.A.B.</u>		CAD REFERENCE: <u>44238-005-G02</u>	LIST OF DRAWINGS		DRAWING: <u>G-2</u>	
1	04/2012		BID DOCUMENTS	P.A.C.	PROJ. ENGR. <u>P.A.C.</u>	PATRICIA A. CARNEY	P.E.
NO.	DATE	ISSUED FOR	BY				

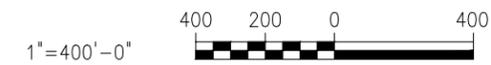


**NOTES:**

1. THE CONTRACTOR SHALL REHABILITATE ONE WELL AT A TIME. ONCE THE REHABILITATED WELL HAS BEEN INSPECTED, TESTED AND PLACED IN SATISFACTORY OPERATION AFTER ACCEPTANCE AND APPROVAL OF THE OWNER, THE CONTRACTOR SHALL PROCEED TO WORK ON THE NEXT WELL.
2. THE CONTRACTOR SHALL PERFORM THE REHABILITATION WORK ON WELL No.3 FIRST, WELL No.4 SECOND, WELL No.5 THIRD, WELL No.6 FOURTH, WELL No.7 FIFTH AND WELL No.8 SIXTH.

**LEGEND:**

- ▲ EXISTING BISCAIYNE AQUIFER PRODUCTION WELL TO BE REHABILITATED
- EXISTING BISCAIYNE AQUIFER PRODUCTION WELL



PLOT DATE: 3/23/2012 4:08 P.M. BY: OCBARCOAS

NO.	DATE	ISSUED FOR	BY
1	04/2012	BID DOCUMENTS	P.A.C.

DESIGNED	J.C.A.
DRAWN	O.L.C.
CHECKED	G.A.B.
PROJ. ENGR.	P.A.C.

PATRICIA A. CARNEY	P.E.
No. 50175	

**HAZEN AND SAWYER**  
 Environmental Engineers & Scientists  
 4000 Hollywood Boulevard, Suite 750N  
 Hollywood, Florida 33021  
 Certificate of Authorization Number: 2771

SCALE  
 1"=400'-0"

CLIENTS PROJECT:	-
ENGINEERS PROJECT:	44238-005
CAD REFERENCE:	44238-005-G03

**NORTH MIAMI FLORIDA**  
 CITY OF NORTH MIAMI  
 PUBLIC WORKS UTILITIES

CITY OF NORTH MIAMI PUBLIC WORKS UTILITIES
REHABILITATION OF BISCAIYNE AQUIFER WELLS
<b>BISCAIYNE AQUIFER WELLFIELD LOCATIONS</b>

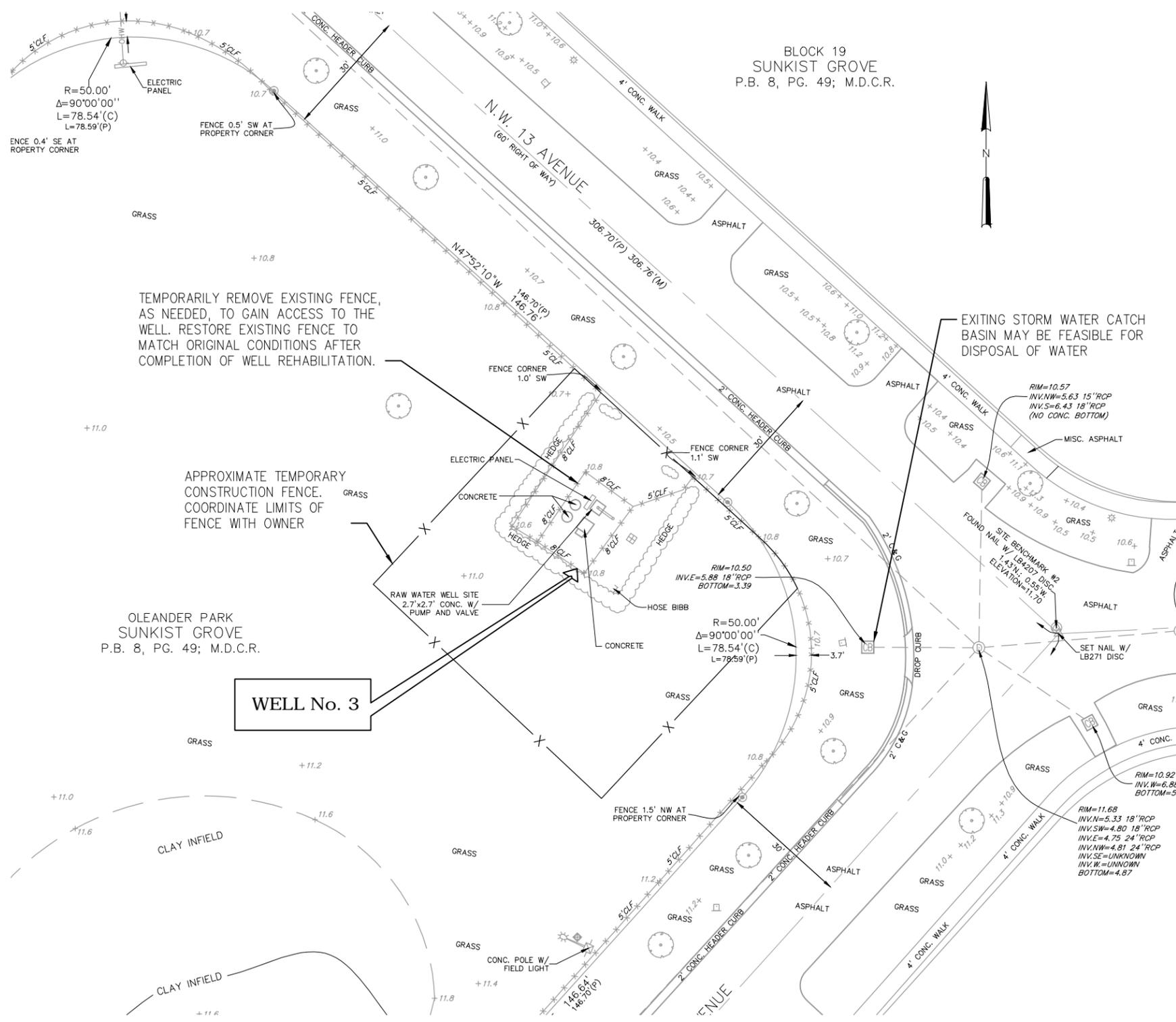
DATE:	APRIL 2012
SHEET:	3 of 11
DRAWING:	G-3

BLOCK 19  
SUNKIST GROVE  
P.B. 8, PG. 49; M.D.C.R.



**NOTES:**

1. THE CONTRACTOR IS FULLY RESPONSIBLE FOR DETERMINING AN APPROPRIATE WATER DISPOSAL LOCATION AS PER THE SPECIFICATION SECTION TITLE "WATER DISPOSAL".
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DISPOSAL OF WELL WATER DURING THE CONSTRUCTION ACTIVITIES.
3. THE LOCATION OF STORM WATER UTILITIES HAS BEEN PREPARED BASED UPON INFORMATION PROVIDED BY THE OWNER. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DIMENSION OF ALL UTILITIES IN THE FIELD PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
4. SEE C-02 FOR TREE LIST



TEMPORARILY REMOVE EXISTING FENCE, AS NEEDED, TO GAIN ACCESS TO THE WELL. RESTORE EXISTING FENCE TO MATCH ORIGINAL CONDITIONS AFTER COMPLETION OF WELL REHABILITATION.

APPROXIMATE TEMPORARY CONSTRUCTION FENCE. COORDINATE LIMITS OF FENCE WITH OWNER

OLEANDER PARK  
SUNKIST GROVE  
P.B. 8, PG. 49; M.D.C.R.

**WELL No. 3**

EXITING STORM WATER CATCH BASIN MAY BE FEASIBLE FOR DISPOSAL OF WATER

**SYMBOL LEGEND**

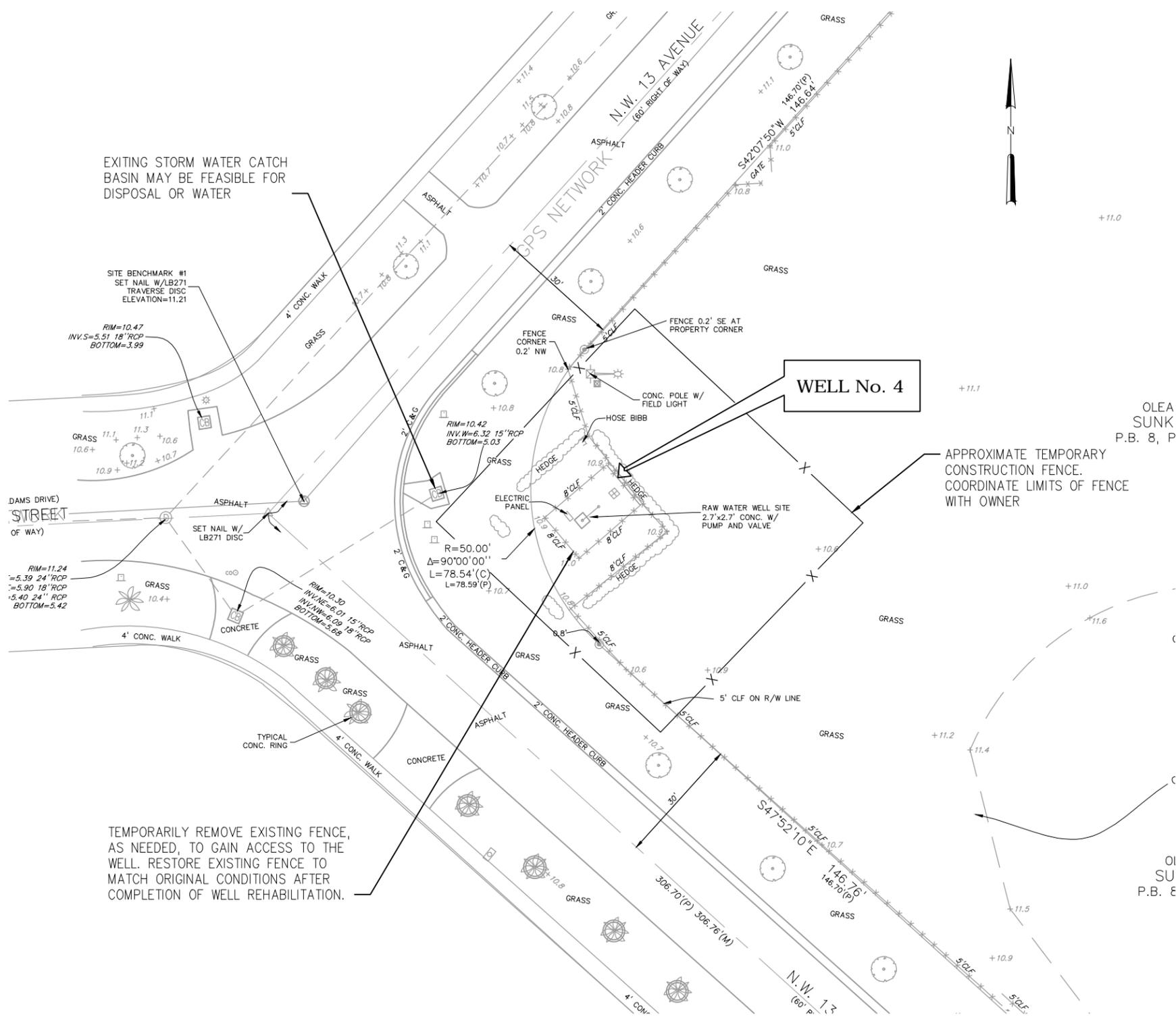
- ⊠ ELECTRICAL JUNCTION BOX
- ANCHOR
- BOLLARD
- BFP BACKFLOW PREVENTOR
- ⊠ CATCH BASIN
- ⊠ CENTERLINE
- ⊠ CONCRETE POWER POLE
- ⊠ CONCRETE LIGHT POLE
- DDCV DOUBLE DETECTOR CHECK VALVE
- ⊠ DRAINAGE MANHOLE
- ⊠ ELECTRICAL CONTROL BOX
- ⊠ ELECTRICAL METER
- ⊠ ELECTRICAL PULL BOX
- ⊠ FIRE HYDRANT
- IRR IRRIGATION VALVE
- ⊠ METAL STREET LIGHT POLE
- ⊠ SANITARY SEWER MANHOLE
- ⊠ SANITARY SEWER CLEANOUT
- ⊠ SIGN
- ⊠ SPOT ELEVATION
- ⊠ SPOT/LANDSCAPE LIGHTING
- ⊠ TELEPHONE MANHOLE
- ⊠ WATER GATE VALVE
- ⊠ WOOD POWER POLE
- ⊠ WOOD STREET LIGHT POLE
- ⊠ SHADE TREE
- ⊠ PALM TREE
- CHAIN LINK FENCE
- OHW OVER HEAD WIRES
- SAN SANITARY SEWER MAIN
- STM STORM DRAINAGE
- ⊠ SET 5/8" IRON ROD W/ LB271 CAP (UNLESS OTHERWISE NOTED)

**ABBREVIATION LEGEND**

- BH BUD HEIGHT
- B.O.S. BOTTOM OF STRUCTURE
- CATV CABLE TELEVISION
- C.B. CATCH BASIN
- (C) CALCULATED
- (CFT) CALCULATED FROM TRAVERSE
- C & G CURB AND GUTTER
- C CENTERLINE
- CMP CORRUGATED METAL PIPE
- CONC. CONCRETE
- CLF CHAIN LINK FENCE
- C/S RAISED CONCRETE SLAB
- F.F. FINISHED FLOOR
- FND FOUND
- INV. INVERT ELEVATION
- LB LICENSED BUSINESS
- (M) MEASURED
- M.D.C.R. MIAMI-DADE COUNTY RECORDS
- N & T NAIL & TAB
- OHW OVER HEAD WIRES
- O.R.B. OFFICIAL RECORDS BOOKS
- (P) PLAT
- P.B. PLAT BOOK
- P.G. PAGE
- RCP REINFORCED CONCRETE PIPE
- R.E. RIM ELEVATION
- R/W RIGHT-OF-WAY
- V-GUTTER VALLEY GUTTER
- W/ WITH



DESIGNED: J.C.A.		<p><b>HAZEN AND SAWYER</b> Environmental Engineers &amp; Scientists</p> <p>4000 Hollywood Boulevard, Suite 750N Hollywood, Florida 33021 Certificate of Authorization Number: 2771</p>	SCALE: 1"=30'-0"	CLIENTS PROJECT: -	<p><b>CITY OF NORTH MIAMI</b> PUBLIC WORKS UTILITIES</p>	CITY OF NORTH MIAMI PUBLIC WORKS UTILITIES	DATE: <b>APRIL 2012</b>	
DRAWN: C.A.Z.			ENGINEERS PROJECT: 44238-005	REHABILITATION OF BISCAZYNE AQUIFER WELLS		SHEET: 4 of 11		
CHECKED: G.A.B.			CAD REFERENCE: 44238-005-C01	WELL No. 3 SITE		DRAWING: C-01		
1	04/2012	BID DOCUMENTS	P.A.C.	P.A.C.	PATRICIA A. CARNEY	P.E.	No. 50175	



- NOTES:**
1. THE CONTRACTOR IS FULLY RESPONSIBLE FOR DETERMINING AN APPROPRIATE WATER DISPOSAL LOCATION AS PER THE SPECIFICATION SECTION TITLE "WATER DISPOSAL".
  2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DISPOSAL OF WELL WATER DURING THE CONSTRUCTION ACTIVITIES.
  3. THE LOCATION OF STORM WATER UTILITIES HAS BEEN PREPARED BASED UPON INFORMATION PROVIDED BY THE OWNER. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DIMENSION OF ALL UTILITIES IN THE FIELD PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
  4. REFER TO SHEET C-01 FOR SYMBOL & ABBREVIATION LEGEND

EXITING STORM WATER CATCH BASIN MAY BE FEASIBLE FOR DISPOSAL OR WATER

SITE BENCHMARK #1  
SET NAIL W/LB271  
TRAVERSE DISC  
ELEVATION=11.21

RIM=10.47  
INV.S=5.51 18" RCP  
BOTTOM=3.99

GRASS 11.1+  
11.3+  
10.6+  
10.9+  
10.7+

DAMS DRIVE STREET OF WAY  
RIM=11.24  
=5.39 24" RCP  
=5.90 18" RCP  
=5.40 24" RCP  
BOTTOM=5.42

RIM=10.30  
INV.W=6.01 15" RCP  
BOTTOM=5.65

TEMPORARILY REMOVE EXISTING FENCE, AS NEEDED, TO GAIN ACCESS TO THE WELL. RESTORE EXISTING FENCE TO MATCH ORIGINAL CONDITIONS AFTER COMPLETION OF WELL REHABILITATION.

**WELL No. 4**

APPROXIMATE TEMPORARY CONSTRUCTION FENCE. COORDINATE LIMITS OF FENCE WITH OWNER

OLEA SUNK  
P.B. 8, P

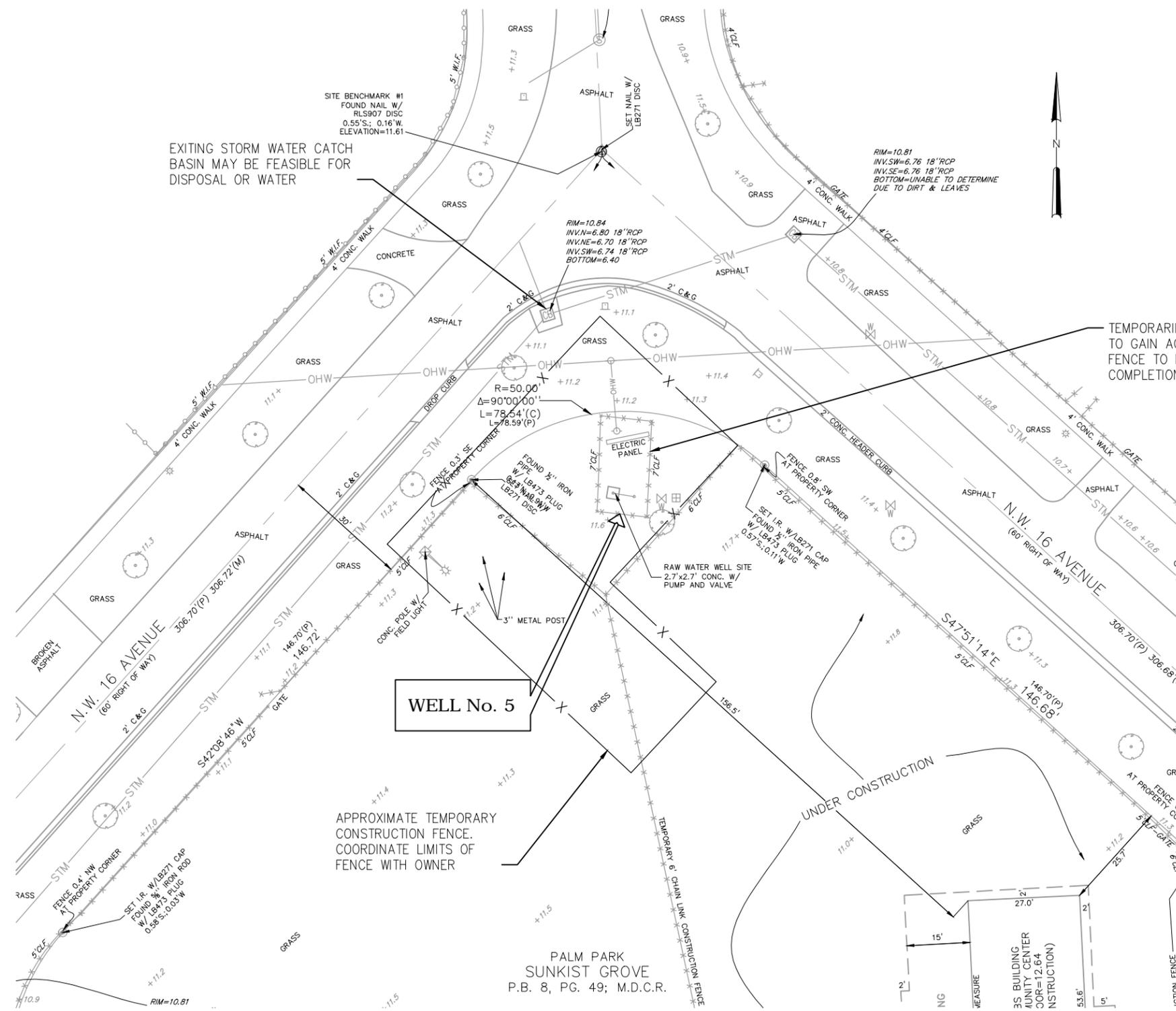
OL SU  
P.B. 8



DESIGNED J.C.A.		 <b>HAZEN AND SAWYER</b> Environmental Engineers & Scientists 4000 Hollywood Boulevard, Suite 750N Hollywood, Florida 33021 Certificate of Authorization Number: 2771	SCALE	CLIENTS PROJECT: -	 <b>CITY OF NORTH MIAMI</b> PUBLIC WORKS UTILITIES	CITY OF NORTH MIAMI PUBLIC WORKS UTILITIES		DATE: <b>APRIL 2012</b>	
DRAWN C.A.Z.			1"=30'-0"	ENGINEERS PROJECT: 44238-005		REHABILITATION OF BISCAIYNE AQUIFER WELLS		SHEET: 5 of 11	
CHECKED G.A.B.				CAD REFERENCE: 44238-005-C02		WELL No. 4 SITE		DRAWING: C-02	
1	04/2012	BID DOCUMENTS	P.A.C.	PATRICIA A. CARNEY P.E. No. 50175					
NO.	DATE	ISSUED FOR	BY						

**NOTES:**

1. THE CONTRACTOR IS FULLY RESPONSIBLE FOR DETERMINING AN APPROPRIATE WATER DISPOSAL LOCATION AS PER THE SPECIFICATION SECTION TITLE "WATER DISPOSAL".
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DISPOSAL OF WELL WATER DURING THE CONSTRUCTION ACTIVITIES.
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4. SEE C-04 FOR TREE LIST



TEMPORARILY REMOVE EXISTING FENCE, AS NEEDED, TO GAIN ACCESS TO THE WELL. RESTORE EXISTING FENCE TO MATCH ORIGINAL CONDITIONS AFTER COMPLETION OF WELL REHABILITATION.

APPROXIMATE TEMPORARY CONSTRUCTION FENCE. COORDINATE LIMITS OF FENCE WITH OWNER

PALM PARK SUNKIST GROVE P.B. 8, PG. 49; M.D.C.R.

**LEGEND (OTHER)**

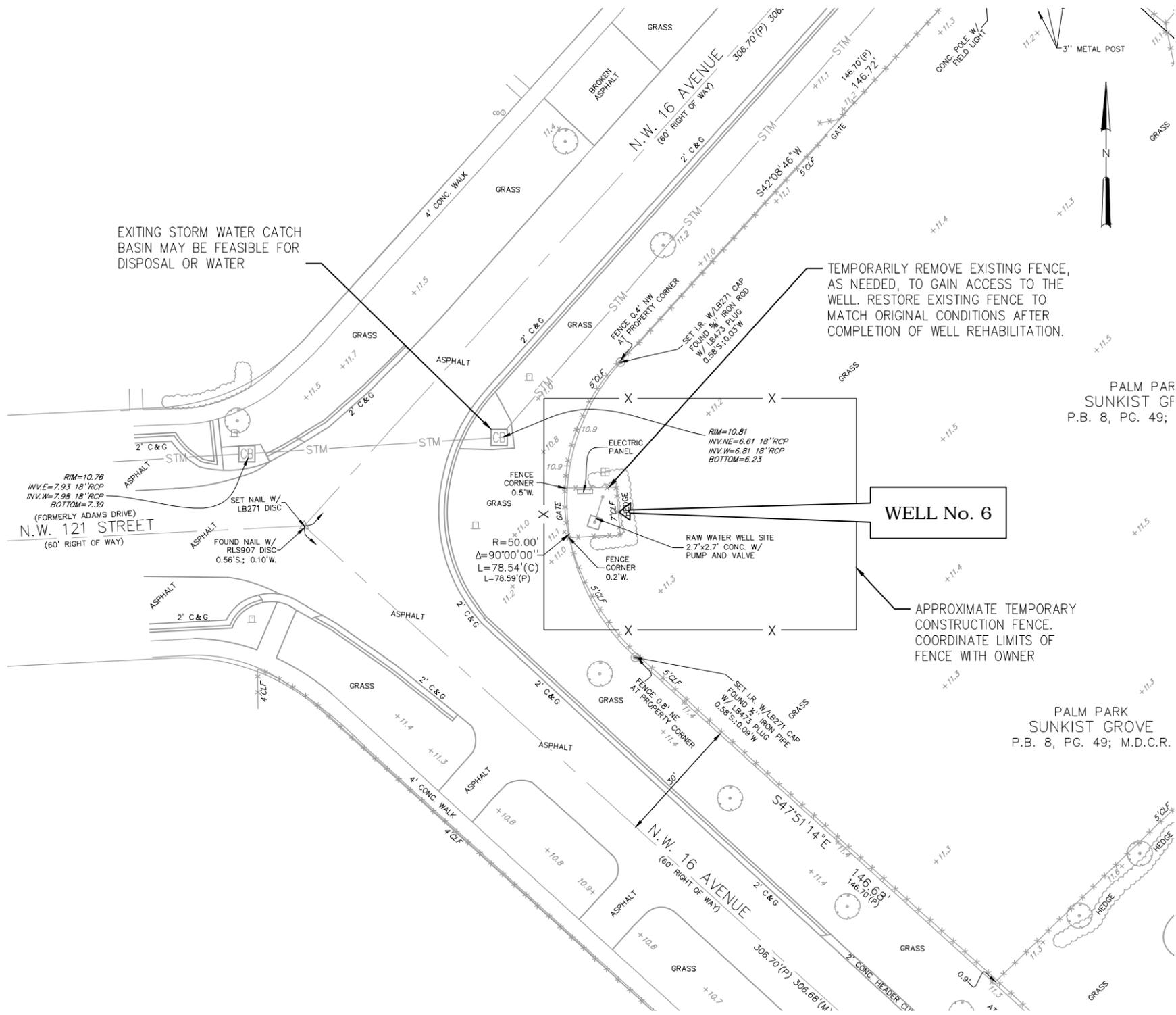
- ⊠ ELECTRICAL JUNCTION BOX
- ⊙ ANCHOR
- BOLLARD
- ⊠ BACKFLOW PREVENTOR
- ⊠ CATCH BASIN
- ⊠ CENTERLINE
- ⊠ CMP CORRUGATED MANHOLE PIPE
- ⊠ CONC. CONCRETE
- ⊠ CLF CHAIN LINK FENCE
- ⊠ F.F. FINISHED FLOOR
- ⊠ FND FOUND
- ⊠ I.E. INVERT ELEVATION
- ⊠ I.R. 5/8" IRON ROD
- ⊠ LB LICENSED BUSINESS
- ⊠ M.D.C.R. MIAMI-DADE COUNTY RECORDS
- ⊠ N & T NAIL & TAB
- ⊠ OHW OVER HEAD WIRES
- ⊠ O.R.B. OFFICIAL RECORDS BOOKS
- ⊠ (P) PLAT
- ⊠ P.B. PLAT BOOK
- ⊠ P.G. PAGE
- ⊠ RCP REINFORCED CONCRETE PIPE
- ⊠ R.E. RIM ELEVATION
- ⊠ R/W RIGHT-OF-WAY

**LEGEND**

- BH BUD HEIGHT
- B.O.S. BOTTOM OF STRUCTURE
- CATV CABLE TELEVISION
- C.B. CATCH BASIN
- (CFT) CALCULATED FROM TRAVERSE
- C CENTERLINE
- CMP CORRUGATED MANHOLE PIPE
- CONC. CONCRETE
- CLF CHAIN LINK FENCE
- F.F. FINISHED FLOOR
- FND FOUND
- I.E. INVERT ELEVATION
- I.R. 5/8" IRON ROD
- LB LICENSED BUSINESS
- M.D.C.R. MIAMI-DADE COUNTY RECORDS
- N & T NAIL & TAB
- OHW OVER HEAD WIRES
- O.R.B. OFFICIAL RECORDS BOOKS
- (P) PLAT
- P.B. PLAT BOOK
- P.G. PAGE
- RCP REINFORCED CONCRETE PIPE
- R.E. RIM ELEVATION
- R/W RIGHT-OF-WAY



DESIGNED: J.C.A.		<b>HAZEN AND SAWYER</b> Environmental Engineers & Scientists 4000 Hollywood Boulevard, Suite 750N Hollywood, Florida 33021 Certificate of Authorization Number: 2771	CLIENTS PROJECT: -		CITY OF NORTH MIAMI PUBLIC WORKS UTILITIES	DATE: <b>APRIL 2012</b>
DRAWN: C.A.Z.			ENGINEERS PROJECT: 44238-005		REHABILITATION OF BISCAIYNE AQUIFER WELLS	SHEET: <b>6</b> of <b>11</b>
CHECKED: G.A.B.			CAD REFERENCE: 44238-005-C03		WELL NO. 5 SITE	DRAWING: <b>C-03</b>
PROJ. ENGR. P.A.C.		PATRICIA A. CARNEY P.E. No. 50175	SCALE: 1"=30'-0"			
1	04/2012	BID DOCUMENTS				



- NOTES:**
1. THE CONTRACTOR IS FULLY RESPONSIBLE FOR DETERMINING AN APPROPRIATE WATER DISPOSAL LOCATION AS PER THE SPECIFICATION SECTION TITLE "WATER DISPOSAL".
  2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DISPOSAL OF WELL WATER DURING THE CONSTRUCTION ACTIVITIES.
  3. THE LOCATION OF STORM WATER UTILITIES HAS BEEN PREPARED BASED UPON INFORMATION PROVIDED BY THE OWNER. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DIMENSION OF ALL UTILITIES IN THE FIELD PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
  4. REFER TO SHEET C-03 FOR SYMBOL & ABBREVIATION LEGEND

EXITING STORM WATER CATCH BASIN MAY BE FEASIBLE FOR DISPOSAL OR WATER

TEMPORARILY REMOVE EXISTING FENCE, AS NEEDED, TO GAIN ACCESS TO THE WELL. RESTORE EXISTING FENCE TO MATCH ORIGINAL CONDITIONS AFTER COMPLETION OF WELL REHABILITATION.

**WELL No. 6**

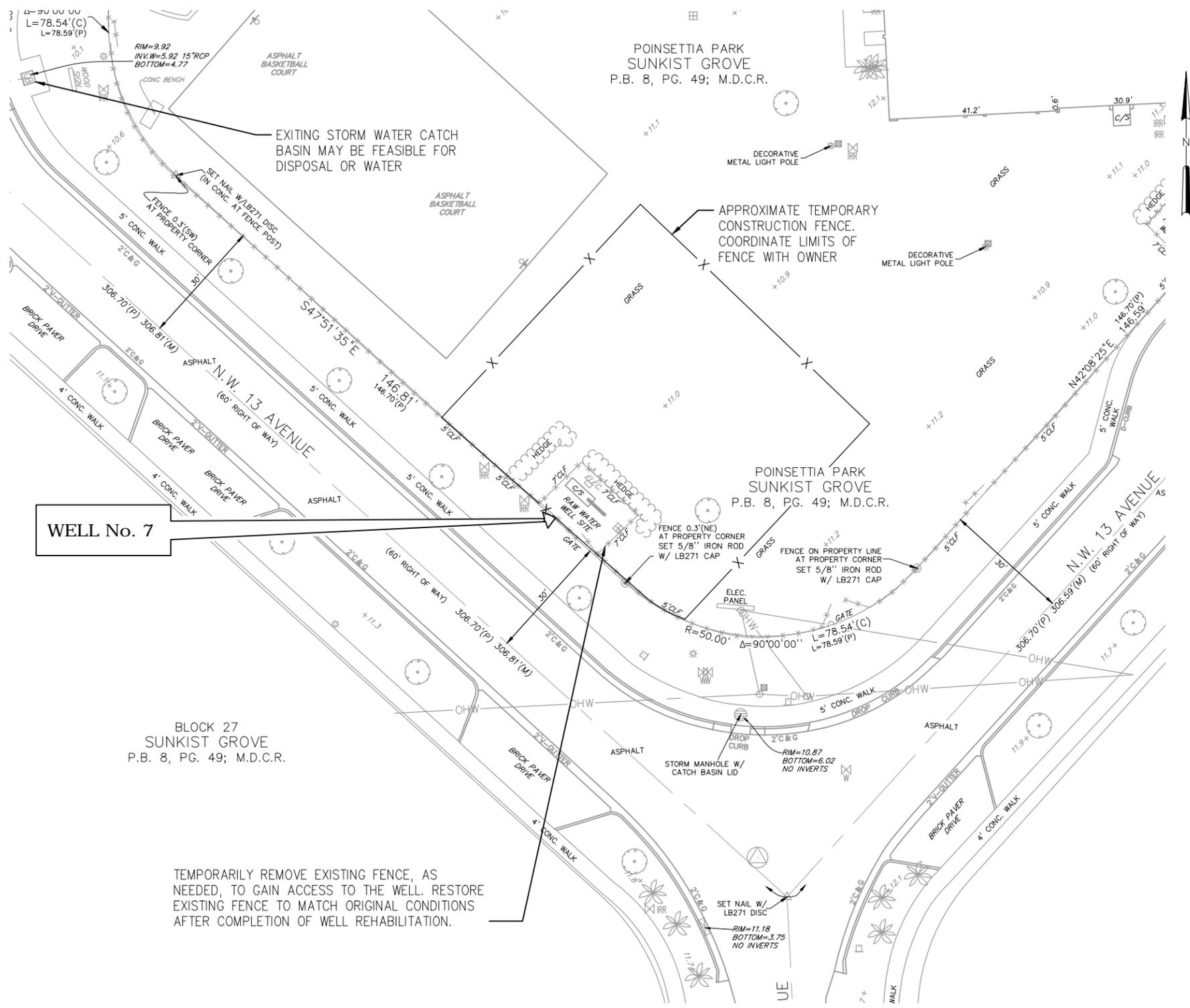
APPROXIMATE TEMPORARY CONSTRUCTION FENCE. COORDINATE LIMITS OF FENCE WITH OWNER

PALM PARK SUNKIST GROVE P.B. 8, PG. 49; M.D.C.R.

PALM PAR SUNKIST GF P.B. 8, PG. 49;



DESIGNED: J.C.A.		<b>HAZEN AND SAWYER</b> Environmental Engineers & Scientists 4000 Hollywood Boulevard, Suite 750N Hollywood, Florida 33021 Certificate of Authorization Number: 2771	SCALE: 1"=30'-0"	CLIENTS PROJECT: -		CITY OF NORTH MIAMI PUBLIC WORKS UTILITIES	DATE: APRIL 2012
DRAWN: C.A.Z.			ENGINEERS PROJECT: 44238-005	REHABILITATION OF BISCAIYNE AQUIFER WELLS		SHEET: 7 OF 11	
CHECKED: G.A.B.			CAD REFERENCE: 44238-005-C04	WELL NO. 6 SITE		DRAWING: C-04	
PROJ. ENGR. P.A.C.		PATRICIA A. CARNEY P.E. No. 50175					
NO. 1	DATE 04/2012	ISSUED FOR BID DOCUMENTS	P.A.C. BY				



**WELL No. 7**

BLOCK 27  
SUNKIST GROVE  
P.B. 8, PG. 49; M.D.C.R.

TEMPORARILY REMOVE EXISTING FENCE, AS NEEDED, TO GAIN ACCESS TO THE WELL. RESTORE EXISTING FENCE TO MATCH ORIGINAL CONDITIONS AFTER COMPLETION OF WELL REHABILITATION.

**NOTES:**

1. THE CONTRACTOR IS FULLY RESPONSIBLE FOR DETERMINING AN APPROPRIATE WATER DISPOSAL LOCATION AS PER THE SPECIFICATION SECTION TITLE "WATER DISPOSAL".
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DISPOSAL OF WELL WATER DURING THE CONSTRUCTION ACTIVITIES.
3. THE LOCATION OF STORM WATER UTILITIES HAS BEEN PREPARED BASED UPON INFORMATION PROVIDED BY THE OWNER. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DIMENSION OF ALL UTILITIES IN THE FIELD PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
4. SEE C-06 FOR TREE LIST

**SYMBOL LEGEND**

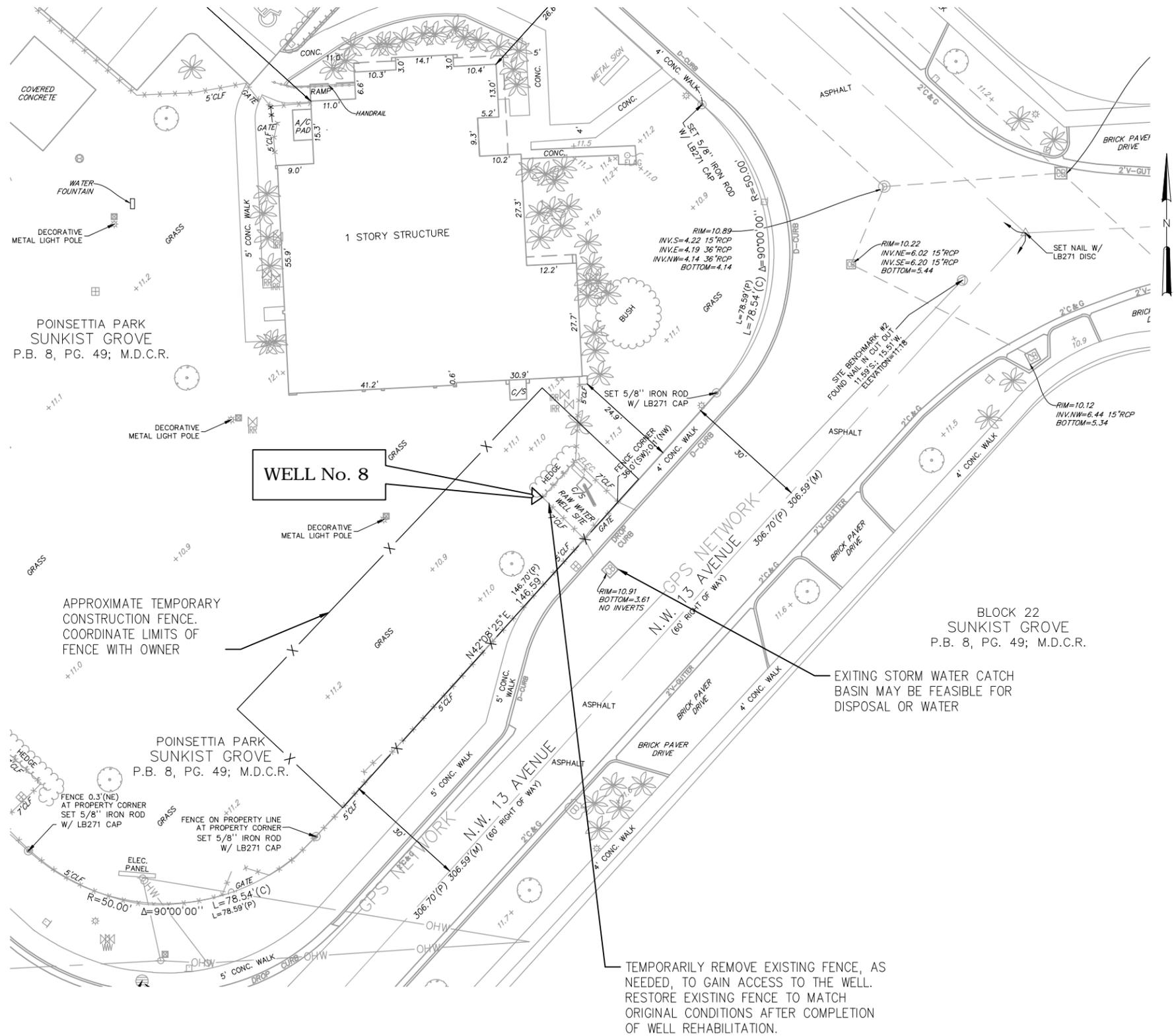
- ELECTRICAL JUNCTION BOX
- ⋈ ANCHOR
- BOLLARD
- BFP (4x4) BACKFLOW PREVENTOR
- ⊠ CATCH BASIN
- ⊕ CENTERLINE
- ⊠ CONCRETE POWER POLE
- ⊠ CONCRETE LIGHT POLE
- ⊠ DOUBLE DETECTOR CHECK VALVE
- DDCV (4x4) DRAINAGE MANHOLE
- ⊠ ELECTRICAL CONTROL BOX
- ⊠ ELECTRICAL METER
- ⊠ ELECTRICAL PULL BOX
- ⊠ FIRE HYDRANT
- IRR IRRIGATION VALVE
- ⊠ METAL STREET LIGHT POLE
- ⊠ SANITARY SEWER MANHOLE
- ⊠ SANITARY SEWER CLEANOUT
- ⊠ SIGN
- ⊠ SPOT ELEVATION
- ⊠ SPOT/LANDSCAPE LIGHTING
- ⊠ TELEPHONE MANHOLE
- ⊠ WATER GATE VALVE
- ⊠ WOOD POWER POLE
- ⊠ WOOD STREET LIGHT POLE
- ⊠ WATER METER
- ⊠ METAL TRASH CAN
- ⊠ SHADE TREE
- ⊠ PALM TREE
- CHAIN LINK FENCE
- OHW OVER HEAD WIRES
- SAN SANITARY SEWER MAIN
- STM STORM DRAINAGE

**ABBREVIATION LEGEND**

- BH BUD HEIGHT
- B.O.S. BOTTOM OF STRUCTURE
- CATV CABLE TELEVISION
- C.B. CATCH BASIN
- ⊕ CENTERLINE
- (C) CALCULATED
- (CFT) CALCULATED FROM TRAVERSE
- C & G CURB AND GUTTER
- CMP CORRUGATED METAL PIPE
- CONC. CONCRETE
- CLF CHAIN LINK FENCE
- CLF CHAIN LINK FENCE
- C/S RAISED CONCRETE SLAB
- F.F. FINISHED FLOOR
- FND FOUND
- INV. INVERT ELEVATION
- LB LICENSED BUSINESS
- (M) MEASURED
- M.D.C.R. MIAMI-DADE COUNTY RECORDS
- N & T NAIL & TAB
- OHW OVER HEAD WIRES
- O.R.B. OFFICIAL RECORDS BOOKS
- (P) PLAT
- P.B. PLAT BOOK
- P.C. PAGE
- RCP REINFORCED CONCRETE PIPE
- R.E. RIM ELEVATION
- R/W RIGHT-OF-WAY
- V-GUTTER VALLEY GUTTER
- W/ WITH



DESIGNED: J.C.A.		<p><b>HAZEN AND SAWYER</b> Environmental Engineers &amp; Scientists</p> <p>4000 Hollywood Boulevard, Suite 750N Hollywood, Florida 33021 Certificate of Authorization Number: 2771</p>	CLIENTS PROJECT: -			CITY OF NORTH MIAMI PUBLIC WORKS UTILITIES		DATE: <b>APRIL 2012</b>
DRAWN: C.A.Z.			ENGINEERS PROJECT: 44238-005			REHABILITATION OF BISCAZYNE AQUIFER WELLS		SHEET: <b>8</b> OF <b>11</b>
CHECKED: G.A.B.			CAD REFERENCE: 44238-005-C05			WELL NO. 7 SITE		DRAWING: <b>C-05</b>
1	04/2012	BID DOCUMENTS	P.A.C.	PATRICIA A. CARNEY P.E. No. 50175				
NO.	DATE	ISSUED FOR	BY					



**NOTES:**

1. THE CONTRACTOR IS FULLY RESPONSIBLE FOR DETERMINING AN APPROPRIATE WATER DISPOSAL LOCATION AS PER THE SPECIFICATION SECTION TITLE "WATER DISPOSAL".
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DISPOSAL OF WELL WATER DURING THE CONSTRUCTION ACTIVITIES.
3. THE LOCATION OF STORM WATER UTILITIES HAS BEEN PREPARED BASED UPON INFORMATION PROVIDED BY THE OWNER. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DIMENSION OF ALL UTILITIES IN THE FIELD PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
4. REFER TO SHEET C-05 FOR SYMBOL & ABBREVIATION LEGEND



DESIGNED: J.C.A.		<b>HAZEN AND SAWYER</b> Environmental Engineers & Scientists 4000 Hollywood Boulevard, Suite 750N Hollywood, Florida 33021 Certificate of Authorization Number: 2771	SCALE: 1"=30'-0"	CLIENTS PROJECT: -	<b>CITY OF NORTH MIAMI</b> PUBLIC WORKS UTILITIES	CITY OF NORTH MIAMI PUBLIC WORKS UTILITIES	DATE: <b>APRIL 2012</b>	
DRAWN: C.A.Z.			ENGINEERS PROJECT: 44238-005	REHABILITATION OF BISCAYNE AQUIFER WELLS		SHEET: <b>9</b> OF <b>11</b>		
CHECKED: G.A.B.			CAD REFERENCE: 44238-005-C06	<b>WELL NO. 8 SITE</b>		DRAWING: <b>C-06</b>		
1	04/2012	BID DOCUMENTS	P.A.C.	P.A.C.	PATRICIA A. CARNEY	P.E.	No. 50175	
NO.	DATE	ISSUED FOR	BY					



WELL NO. 3  
NTS



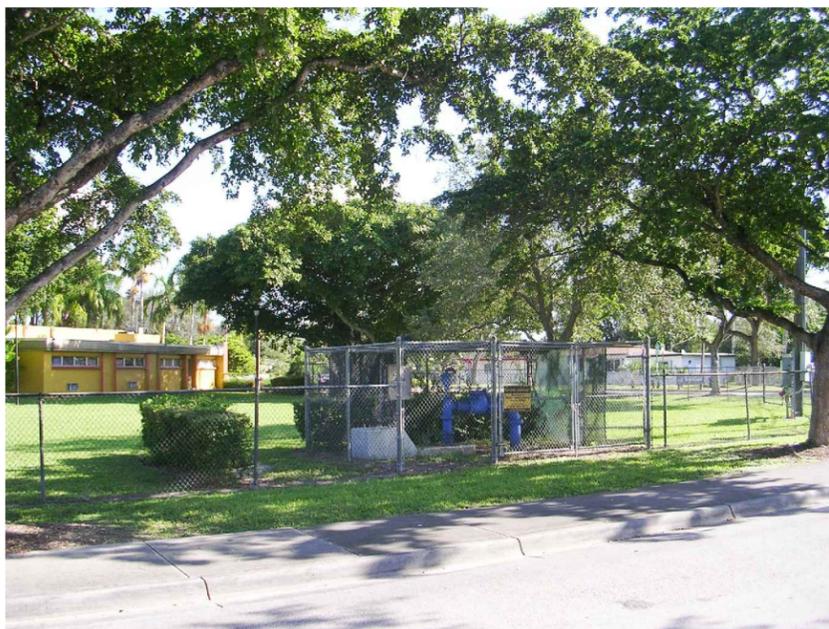
WELL NO. 4  
NTS



WELL NO. 5  
NTS



WELL NO. 6  
NTS



WELL NO. 7  
NTS



WELL NO. 8  
NTS

NOTE:

1. THE PURPOSE OF THIS SHEET IS TO ILLUSTRATE EXISTING CONDITIONS OF WELLHEADS TO BE REHABILITATED AS PHOTOGRAPHED ON NOVEMBER 23, 2011

PLOT DATE: 3/23/2012 4:10 P.M. BY: CC/BAK/DCS

NO.	DATE	ISSUED FOR	BY
1	04/2012	BID DOCUMENTS	P.A.C.

DESIGNED	J.C.A.
DRAWN	O.L.C.
CHECKED	G.A.B.
PROJ. ENGR.	P.A.C.

PATRICIA A. CARNEY	P.E.
No. 50175	

**HAZEN AND SAWYER**  
Environmental Engineers & Scientists  
4000 Hollywood Boulevard, Suite 750N  
Hollywood, Florida 33021  
Certificate of Authorization Number: 2771

SCALE  
NTS

CLIENTS PROJECT:	-
ENGINEERS PROJECT:	44238-005
CAD REFERENCE:	44238-005-C07

**NORTH MIAMI** CITY OF NORTH MIAMI  
FLORIDA PUBLIC WORKS UTILITIES

CITY OF NORTH MIAMI PUBLIC WORKS UTILITIES
REHABILITATION OF BISCAJNE AQUIFER WELLS
WELL HEAD PHOTOS

DATE:	APRIL 2012
SHEET:	10 of 11
DRAWING:	C-07

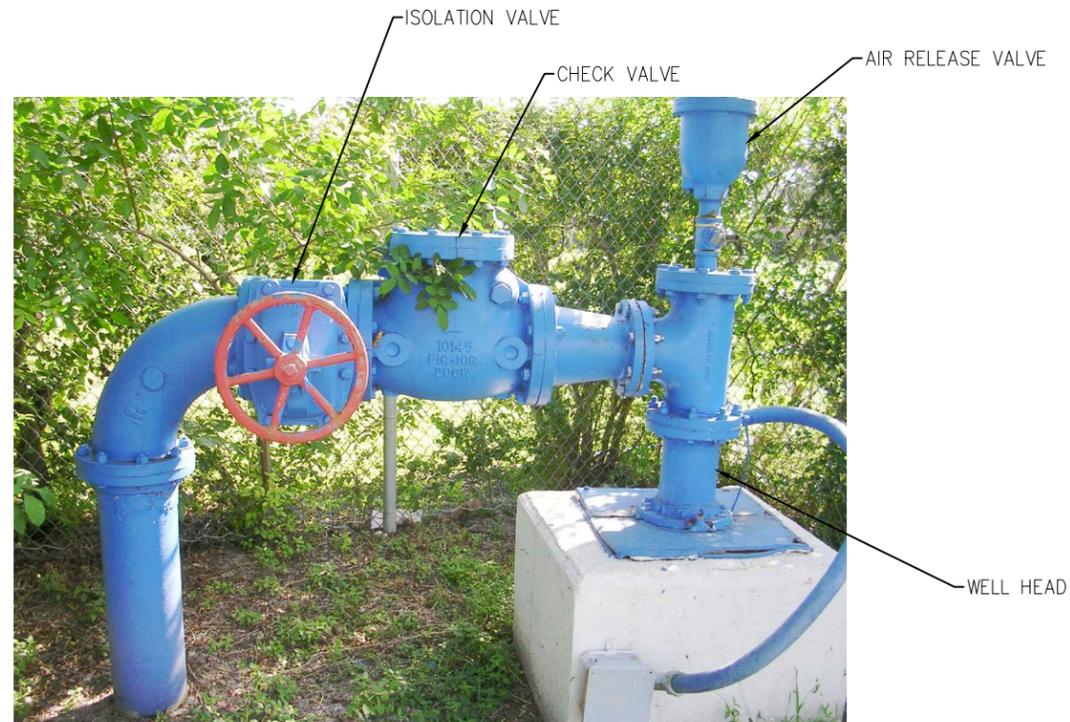
## Description of Water Supply Wells - City of North Miami

Well ID	45238	45239	45240	45241	45242	45243
Well Name	Winson Well No. 3	Winson Well No. 4	Winson Well No. 5	Winson Well No. 6	Winson Well No. 7	Winson Well No. 8
Well Diameter (Inches)	12	12	12	12	12	12
Total Depth (Feet)	60	65	107	56	60	62
Cased Depth (Feet)	45	57	99	45	50	52
Pumped or Flowing	Pumped	Pumped	Pumped	Pumped	Pumped	Pumped
Pump Type	Submersible	Submersible	Submersible	Submersible	Submersible	Submersible
Pump Intake Elevation (Feet BLS)	-25	-27	-27	-27	-27	-27
Pump Capacity (gpm)	1,500	1,500	1,100	1,100	1,100	1,100
Year Drilled	1962	1962	1962	1962	1962	1962
Planar location - Feet East	912425	912235	910988	910789	912446	912115
Planar location -Feet North	564711	564720	564772	564562	565906	565914
Accounting Method	Flow meter					
Use Status	Primary	Primary	Primary	Primary	Primary	Primary
Water Use Type	Public Water Supply - Monitor					
Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer

Source: SFWMD Water Use Permit No. 13-00059-W

### NOTES:

- CONTRACTOR SHALL REPLACE THE CERTA-LOK PUMP COLUMN PIPING OF EACH WELL TO BE REDEVELOPED. SEE SPECIFICATIONS. FOR THE PURPOSE OF BIDDING ASSUME 40 FEET OF NEW PUMP COLUMN PIPE PER WELL. ACTUAL LENGTH SHALL BE DETERMINED IN THE FIELD BY THE OWNER TO MATCH THE EXISTING.
- THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES TO PROTECT EXISTING PIPELINES, WELL HEAD COMPONENTS OR UTILITIES WHETHER SHOWN OR NOT.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL WELL HEAD COMPONENTS DAMAGED DURING CONSTRUCTION, INCLUDING SECURITY FENCE AND LANDSCAPING.
- THE CONTRACTOR IS REQUIRED TO OBTAIN WRITTEN APPROVAL FROM THE ENGINEER FOR ANY DEVIATIONS FROM THE PLANS AND/OR SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED.
- CONTRACTOR SHALL COMPLY WITH ALL LOCAL, CITY, COUNTY AND STATE REGULATIONS PERTAINING TO THE CLOSING OF PUBLIC STREETS DURING CONSTRUCTION.
- CONTRACTOR SHALL PROMPTLY REPAIR AND RESTORE EXISTING PAVEMENT, SIDEWALKS, CURBS, DRIVEWAYS, PIPES, RESIDENTIAL AND COMMERCIAL SPRINKLER LINES, CONDUIT, CABLES, ETC., AND LANDSCAPED AREAS DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL PROVIDE TEMPORARY FENCING AS REQUIRED BY AGENCIES HAVING JURISDICTION OVER THE PROJECT AND/OR WHEN REQUIRED FOR PUBLIC SAFETY.
- AT THE END OF THE CONSTRUCTION ACTIVITIES CONTRACTOR SHALL REPAINT THE WELL HEADS TO MATCH EXISTING CONDITIONS.



TYPICAL WELL HEAD CROSS SECTION  
NTS

PLOT DATE: 4/18/2012 10:46 a.m. BY: OCBARRCS

DESIGNED: J.C.A.		<b>HAZEN AND SAWYER</b> Environmental Engineers & Scientists 4000 Hollywood Boulevard, Suite 750N Hollywood, Florida 33021 Certificate of Authorization Number: 2771	SCALE: NTS	CLIENTS PROJECT: -	CITY OF NORTH MIAMI PUBLIC WORKS UTILITIES	CITY OF NORTH MIAMI PUBLIC WORKS UTILITIES	DATE: <b>APRIL 2012</b>
DRAWN: O.L.C.			ENGINEERS PROJECT: 44238-005	REHABILITATION OF BISCAYNE AQUIFER WELLS		SHEET: 11 of 11	
CHECKED: G.A.B.			CAD REFERENCE: 44238-005-C08	WELL DATA		DRAWING: C-08	
1	04/2012	BID DOCUMENTS	P.A.C.	PROJ. ENGR. PATRICIA A. CARNEY P.E. No. 50175			