



WATER TREATMENT PLANT UNIT B REHABILITATION

INVITATION FOR BID # PSUT-25-08

Issuance of Solicitation: Tuesday, June 24, 2025

Questions Due Date: Tuesday, July 15, 2025

Bid Submission Deadline: Tuesday, July 29, 2025

THE CITY OF PEMBROKE PINES
PROCUREMENT DEPARTMENT
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020

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SECTION 1 - NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

IFB # PSUT-25-08

Water Treatment Plant Unit B Rehabilitation

Solicitations may be found on the City of Pembroke Pines website under the Procurement Department at <http://www.ppines.com/index.aspx?NID=667>, and may be downloaded directly from the OpenGov platform at <https://procurement.opengov.com/portal/pembrokepines>.

For Technical Support, proposers can reach the OpenGov Service Desk between 7:00 am to 10:00 pm from Monday through Friday via the following methods:

- Chat (preferred method): Click the button in the lower right-hand corner of the portal.
- E-mail: procurement-support@opengov.com
- Phone: 1 (650) 336-7167

If additional help is needed with downloading the solicitation package please contact the Procurement Department at (954) 518-9020 or by email at purchasing@ppines.com. The Procurement Department hours are between 7:00 am to 6:00 pm on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, FL 33025.

Bidders shall submit all questions regarding this bid via the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/pembrokepines>. Please note the deadline for submitting questions. All answers will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the bidder's responsibility to check the portal for updates. Only written responses issued through the OpenGov platform will be considered official for interpretations or clarifications.

Proposals will be accepted until 2:00 pm on Tuesday, July 29, 2025, electronically at <https://procurement.opengov.com/portal/pembrokepines/projects/174183>.

Bid Opening: The sealed electronic proposals will be publicly opened at 2:30 pm, on the bid due date, by the City Clerk's Office, in the **City Clerk's Office Conference Room located on the 4th Floor in the Charles F. Dodge City Center**/City Hall Administration Building, located at 601 City Center Way, Pembroke Pines, Florida, 33025.

Virtual Bid Opening: In light of public health concerns and to ensure accessibility for all, the City encourages interested parties, **NO VALUEs**, and the public to participate virtually via live streaming instead of attending the meeting in person. As a result, meetings may be a combination of in-person and virtual, all as provided by law. To virtually attend the bid opening, please use the Cisco Webex Meetings platform.

Virtual Meeting Details:



- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>.

To ensure an efficient meeting process, participants are requested to mute their audio and camera during the meeting. While the public is welcome to attend the virtual bid opening, **please note that active participation and commenting will not be allowed during the proceedings.**

For further information about the bid opening or assistance in accessing the virtual meeting, please contact:

Nicolas Rodriguez or other Procurement Staff in the Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
(954) 518-9020 Ext: 59021 or 954-518-9020
purchasing@ppines.com

SECTION 2 - GENERAL PROJECT INFORMATION & TIMELINE

2.1 Project Timeline

The work shall be completed within **180** calendar days from issuance of the City's Notice to Proceed (NTP), with an estimated start date of **TBD**.

2.2 Tentative Schedule of Events

Issuance of Solicitation (Posting Date):	June 24, 2025
Pre-Bid Meeting (Mandatory):	July 1, 2025, 10:00am Pembroke Pines Water Treatment Plant 7960 Johnson St, Pembroke Pines, FL 33024
Question Due Date:	July 15, 2025, 11:00pm
Issuance of Final Answers to Questions:	July 21, 2025
Bid Submission Deadline:	July 29, 2025, 2:00pm
Bid Opening:	Will be held at 2:30 pm on the day of bid submissions are due.
Evaluations by Staff:	To Be Determined (TBD)

2.3 Mandatory Pre-Bid Meeting/Site Visit

There will be a **MANDATORY** scheduled pre-bid meeting on **Tuesday, July 1, 2025 at 10:00 am**. Meeting location will be at the **Pembroke Pines Water Treatment Plant 7960 Johnson St, Pembroke Pines, FL 33024**

- A. **Proof of Attendance:** Contractors may be required to sign in at any of the meetings to show proof of attendance. It is the Contractor's responsibility to make sure that they sign in at the meeting.

2.4 Follow-Up Pre-Bid Meeting(s)

Follow-Up Meetings: In the event that a Contractor cannot attend the scheduled pre-bid meeting, or if a Contractor would like a follow up visit to the site, they may request a site visit by contacting **Nicolas Rodriguez** at **(954) 518-9020 Ext: 59021**. We urge all Contractors to attend the scheduled meeting, as a separate or follow-up meeting may not be afforded to the requester due to scheduling and availability of staff to assist with any additional meetings. In addition, if making a



request for a separate or follow-up meeting, Contractors are urged to make these requests as early as possible.

2.5 Estimated Project Cost

\$1,700,000

2.6 Liquidated Damages

Liquidated damages for this project shall be **ONE THOUSAND AND EIGHT-HUNDRED DOLLARS AND NO CENTS (\$1800.00)** per day.

2.7 Grant/Federal Funding

Not applicable for this project.

2.8 Proposal Security/Bid Bond

A Proposal Security shall be required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.

2.9 Payment and Performance Bonds

Regardless of the awarded contract amount, two (2) separate bonds (Payment and Performance Bonds) are required, and both must be approved by the City. The penal sum stated in each bond shall be 100% of the contract price.

2.10 Permit, License, Impact or Inspection Fees

With the exception of the City related permit, license, impact or inspection fees (including the Building Department and Engineering Department Permit Fees), which will be waived for this project, the City does not anticipate any additional permit, license, impact or inspection fees for this project. Any related State or County fees, for the aforementioned permits, will be paid by the City.

In addition, the City shall cover the cost for any other permit fees related to external entities through the City's Owner's Contingency for this project, **therefore proposers should not include permit costs in their total proposal price.**

Furthermore, please note the City's average time for a Contractor to apply for and receive an approved permit is 30 days; delays in this timeline caused by the Contractor's failure to actively monitor the permit process and submit all required documentation in a timely manner, will count against the project's contractual completion period.



SECTION 3 - PURPOSE AND BACKGROUND

3.1 Purpose

The City of Pembroke Pines is seeking bids from qualified firms, hereinafter referred to as the Contractor, to furnish all labor, equipment, and materials, for the renovation and painting of the existing Water Treatment Plant Unit B, in accordance with the terms, conditions, and specifications contained in this solicitation.

This work shall include, but not be limited to, cleaning, removal and replacement of tank internals, electrical systems, new hatches, new stairs, surface preparation and painting as show in the Contract Documents.

3.2 Background

Pembroke Pines, Florida, ranked as the eleventh largest city among the state's four hundred plus municipalities and the second largest in Broward County, maintains a welcoming small-town ambiance that resonates with its residents. Located conveniently in southwest Broward County, the city provides seamless access to major highways, employment centers, entertainment venues, parks, golf courses, and a diverse array of dining and shopping options.

With a population of approximately 170,000 residents spread across 32.68 square miles, Pembroke Pines is renowned as one of the best cities to live in America. The city boasts 28 superior parks, lush landscaping, and a distinctive South Florida charm that contributes to its natural beauty. Notably recognized as 2024's Best Place to Raise a Family in Florida, and 2024's Best City of Hispanic Entrepreneurs by WalletHub, Pembroke Pines also earned a place as the on Money Magazine's esteemed Best Places to Live list in 2014, as the sole Florida representative, ranking in at #32 in the nation.

Incorporated in 1960, Pembroke Pines is celebrated as a safe and desirable community, having received accolades such as the All-America City designation. The city's commitment to arts and culture, exceptional schools, diverse population, numerous parks, and forward-thinking approach in an ever-evolving world make it a standout destination.

Pembroke Pines is also the home to the largest municipal-run charter school system in the nation, serving over 6,000 students across five separate campuses. The City's award-winning charter school system is located in the Broward County School District, which is the sixth largest school district in the nation.



SECTION 4 - SCOPE OF WORK

4.1 General Summary

Below is the general list of the services required for the construction. It is not intended to be complete. Refer to Attachment D: Water Treatment Plant Unit B Specifications in conjunction to the requirements outlined in this bid package.

The project involves the following generalized descriptions of work:

1. Mobilization and demobilization
2. Renovation of Treatment Unit B (removal and replacement of interior parts)
3. Surface preparation and painting
4. Electrical Renovation
5. Unit C Stair Access



SECTION 5 - PRICE PROPOSAL / BID TABLE

The vendor must provide their pricing electronically through the designated line items listed on the Bid Sheet/Pricing Table via the City's e-Procurement portal on OpenGov.

Vendor Notes: The bid tables includes a "Vendor Notes" column for any additional comments regarding the requested line item(s). A comment is preferred in the "Vendor Notes" column. If the vendor does not need to submit any comments, they may leave it blank or enter N/A or similar.

Payment & Performance Bonds: The table includes a section for the vendor to submit pricing for Payment & Performance Bonds. If the total cumulative base proposal amount does not exceed \$200,000 and a Payment and Performance Bond is not required, please enter "0" on the "If Applicable, Cost for Payment and Performance Bond" column for each line item.

Primary Response: The initial Bid Table is for the primary responses so that the vendors can submit the requested goods and/or services.

PRIMARY RESPONSE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
1-1	Mobilization and Demobilization	1	Lump Sum			
1-2	Renovation of Treatment Unit B (removal and replacement of interior parts)	1	Lump Sum			
1-3	Surface preparation and painting	1	Lump Sum			
1-4	Electrical Renovation	1	Lump Sum			
1-5	Unit C Stair Access	1	Lump Sum			
TOTAL						

PAYMENT AND PERFORMANCE BOND

Line Item	Description	Unit of Measure	Percentage
2-1	Cost to provide a Payment & Performance Bond for the project, in the form of a percent	Percent	



SECTION 6 - SUBMITTAL DOCUMENTS

Bids must be submitted electronically at <https://procurement.opengov.com/portal/pembrokepines> on or before **2:00 pm on Tuesday, July 29, 2025**. Please note vendors should be registered on OpenGov under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. In addition, the vendor must complete the required documents in this section and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the <https://procurement.opengov.com/portal/pembrokepines> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

Prospective proposers interested in responding to this solicitation are requested to provide all of the applicable information listed in this section. Submittals that do not respond completely to all of the requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

1 CONFIRMATION TO BIND

- 1.1 I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

☐ Please confirm

*Response required

2 CERTIFICATION OF INSURANCE COMPLIANCE AND INTENT TO PROCURE REQUIRED COVERAGE

NOTE: Vendors are not required to purchase any additional insurance in order to submit a bid. However, they must certify that they either currently hold, or are able and willing to obtain, all required insurance coverages, endorsements, and limits prior to award and execution of the contract.

- 2.1 I certify that, if awarded this contract, I will be required to obtain and maintain all insurance policies as detailed in the INSURANCE REQUIREMENTS Section of this solicitation before any work may commence, and throughout the life of the contract.*

☐ Please confirm

*Response required

- 2.2 Do you confirm that you will only use insurance carriers licensed to do business in the State of Florida and rated no less than "A" as to management, and no less than "Class VI" as to financial strength by A.M. Best, and that you understand all endorsements required (e.g., Additional Insured, Waiver of Subrogation, etc.) must be included?*

☐ Yes

☐ No



*Response required

2.3 Do you currently carry insurance policies that meet or exceed the minimum requirements outlined in the INSURANCE REQUIREMENTS section of this solicitation?*

☐ Yes

☐ No

*Response required

When equals "Yes"

2.3.1 Please upload your current certificate(s) of insurance that demonstrate compliance with the insurance requirements outlined in this solicitation.*

*Response required

When equals "No"

2.3.2 Please upload documentation showing that you have obtained a letter from your insurance broker or carrier, such as a Letter of Intent to Insure, Evidence of Insurability, or a Conditional Certificate of Insurance.*

Documentation should show that:

- You can obtain the required insurance.
- The limits and types of coverage will meet the INSURANCE REQUIREMENTS outlined in the solicitation.
- You will provide a COI upon contract award.

*Response required

When equals "No"

2.3.3 Please upload your current certificate(s) of insurance.*

*Response required

2.4 Do you believe you are exempt from one or more insurance requirements (e.g., Workers' Compensation)?*

☐ Yes

☐ No

*Response required

When equals "Yes"

2.4.1 Please upload written documentation requesting an exemption on your company letterhead, subject to City approval.*

*Response required

2.5 Do you plan on using subcontractors for this project?*

☐ Yes



☐ No

*Response required

When equals "Yes"

2.5.1 Do you acknowledge that all subcontractors must also carry the same insurance or be covered under your policy, and that proof of such coverage must be provided to the City?*

☐ Yes

☐ No

*Response required

3 REFERENCE # 1

The minimum experience for this project is **five (5) years**. Provide specific examples of similar experience conducting licensed work of equal or similar scope of work, preferably delivered by the proposed team members. A **minimum of 3** references should be from the last **five years** and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. In this section you will have the ability to enter information for 5 different references including their contact details and specific project information.

Please note that the City prefers references who are not current employees of the City of Pembroke Pines, as we generally do not contact our own employees for reference checks.

Proposers are advised to confirm that:

- A. Each reference provided by the Respondent has up to date contact persons and contact information;
- B. The contact person provided for each reference is someone who has personal knowledge of the Proposer's performance during the referenced project; and
- C. The contact person for each reference has been contacted by the Proposer regarding this specific bid submittal and such person confirmed their willingness to serve as a reference.

3.1 Reference Contact Information - Name of Firm, City, County or Agency*

*Response required

3.2 Reference Contact Information - Reference's Business Address*

*Response required

3.3 Reference Contact Information - Reference's Contact Name & Title*

*Response required



3.4 Reference Contact Information - Reference's E-mail Address*

*Response required

3.5 Reference Contact Information - Reference's Phone Number*

*Response required

3.6 Project Information - Was your firm the prime contractor for the listed project?*

☐ Yes

☐ No

*Response required

3.7 Project Information - Name of Contactor Performing the Work*

*Response required

3.8 Project Information - Name and location of the project*

*Response required

3.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for*

*Response required

3.10 Project Information - Project Duration*

*Response required

3.11 Project Information - Completion (Anticipated) Date*

*Response required

3.12 Project Information - Size of Project*

*Response required

3.13 Project Information - Cost of Project*

*Response required

4 REFERENCE # 2

4.1 Reference Contact Information - Name of Firm, City, County or Agency*

*Response required

4.2 Reference Contact Information - Reference's Business Address*

*Response required

4.3 Reference Contact Information - Reference's Contact Name & Title*

*Response required

4.4 Reference Contact Information - Reference's E-mail Address*

*Response required

4.5 Reference Contact Information - Reference's Phone Number*

*Response required



4.6 Project Information - Was your firm the prime contractor for the listed project?*

☐ Yes

☐ No

*Response required

4.7 Project Information - Name of Contactor Performing the Work*

*Response required

4.8 Project Information - Name and location of the project*

*Response required

4.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for*

*Response required

4.10 Project Information - Project Duration*

*Response required

4.11 Project Information - Completion (Anticipated) Date*

*Response required

4.12 Project Information - Size of Project*

*Response required

4.13 Project Information - Cost of Project*

*Response required

5 REFERENCE # 3

5.1 Reference Contact Information - Name of Firm, City, County or Agency*

*Response required

5.2 Reference Contact Information - Reference's Business Address*

*Response required

5.3 Reference Contact Information - Reference's Contact Name & Title*

*Response required

5.4 Reference Contact Information - Reference's E-mail Address*

*Response required

5.5 Reference Contact Information - Reference's Phone Number*

*Response required

5.6 Project Information - Was your firm the prime contractor for the listed project?*

☐ Yes

☐ No

*Response required



5.7 Project Information - Name of Contactor Performing the Work*

*Response required

5.8 Project Information - Name and location of the project*

*Response required

5.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for*

*Response required

5.10 Project Information - Project Duration*

*Response required

5.11 Project Information - Completion (Anticipated) Date*

*Response required

5.12 Project Information - Size of Project*

*Response required

5.13 Project Information - Cost of Project*

*Response required

6 REFERENCE # 4

6.1 Reference Contact Information - Name of Firm, City, County or Agency

6.2 Reference Contact Information - Reference's Business Address

6.3 Reference Contact Information - Reference's Contact Name & Title

6.4 Reference Contact Information - Reference's E-mail Address

6.5 Reference Contact Information - Reference's Phone Number

6.6 Project Information - Was your firm the prime contractor for the listed project?

☐ Yes

☐ No

6.7 Project Information - Name of Contactor Performing the Work

6.8 Project Information - Name and location of the project

6.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for

6.10 Project Information - Project Duration

6.11 Project Information - Completion (Anticipated) Date

6.12 Project Information - Size of Project

6.13 Project Information - Cost of Project

7 REFERENCE # 5



- 7.1 Reference Contact Information - Name of Firm, City, County or Agency
- 7.2 Reference Contact Information - Reference's Business Address
- 7.3 Reference Contact Information - Reference's Contact Name & Title
- 7.4 Reference Contact Information - Reference's E-mail Address
- 7.5 Reference Contact Information - Reference's Phone Number
- 7.6 Project Information - Was your firm the prime contractor for the listed project?
☐ Yes
☐ No
- 7.7 Project Information - Name of Contactor Performing the Work
- 7.8 Project Information - Name and location of the project
- 7.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for
- 7.10 Project Information - Project Duration
- 7.11 Project Information - Completion (Anticipated) Date
- 7.12 Project Information - Size of Project
- 7.13 Project Information - Cost of Project

8 PROJECT DOCUMENTS

- 8.1 PROPOSERS BACKGROUND INFORMATION FORM*
 - a. Please download the attached document, complete all required fields, and upload the completed form here.
 - [Proposers Background Inform...](#)

*Response required

- 8.2 PROPOSAL SECURITY (BID BOND FORM OR CASHIER'S CHECK)*
 - a. A Proposal Security shall be in an amount not less than of 5% of the total cumulative base amount proposed.
 - b. Therefore, proposal should be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida.
 - c. Contingency is not to be counted in the total amount the proposal security is based on.
 - d. Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through OpenGov.
 - e. Proposers should also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as non-responsive.



- f. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - PSUT-25-08 Water Treatment Plant Unit B Rehabilitation**" and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.
- g. Please see [SPECIAL TERMS & CONDITIONS](#) of this document for additional information.

*Response required

9 SWORN STATEMENT ON PUBLIC ENTITY CRIMES UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a)

9.1 SWORN STATEMENT ON PUBLIC ENTITY CRIMES FORM*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Sworn Statement on Public E...](#)

*Response required

9.2 Public Entity Crimes Status*

- Which option did you select on the Sworn Statement on Public Entity Crimes Form:
 - A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - B1) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
 - B2) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing



officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

- B3) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

☐ A) No convictions.

☐ B1) Convicted, final order did not place on the convicted vendor list.

☐ B2) Convicted, listed, then removed.

☐ B3) Convicted, not listed, action pending.

*Response required

9.3 Did you select option B1 or B2 above?*

☐ Yes

☐ No

*Response required

When equals "Yes"

9.3.1 Please upload a copy of the final order issued by the hearing officer of the State of Florida, Division of Administrative Hearings.*

*Response required

9.4 Did you select option B3 above?*

☐ Yes

☐ No

*Response required

When equals "Yes"

9.4.1 Please describe any action taken by or pending with the Department of General Services.*

*Response required

10 EQUAL BENEFITS CERTIFICATION FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

10.1 EQUAL BENEFITS CERTIFICATION FORM*

- a. Please download the attached document, complete all required fields, and upload the completed form here.



- [Equal Benefits Certificatio...](#)

*Response required

10.2 Equal Benefits Status*

- Which option did you select on the Equal Benefits Certification Form:
 - A. Contractor currently complies with the requirements of this section; or
 - B. Contractor will comply with the conditions of this section at the time of contract award; or
 - C. Contractor will not comply with the conditions of this section at the time of contract award; or
 - D. Contractor does not comply with the conditions of this section because of the following allowable exemption (Check only one box below):
 - 1. The Contractor does not provide benefits to employees' spouses in traditional marriages;
 - 2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
 - 3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;
 - 4. The Contractor is a governmental agency;

- ☐ A) Contractor currently complies.
- ☐ B) Will comply by contract award.
- ☐ C) Will not comply.
- ☐ D1) Does not comply due to an exemption: No spousal benefits for anyone.
- ☐ D2) Does not comply due to an exemption: Provides cash equivalent after trying.



☐ D3) Does not comply due to an exemption: Religious or related nonprofit.

☐ D4) Does not comply due to an exemption: Government agency.

*Response required

10.3 Did you select option D2 above?*

☐ Yes

☐ No

*Response required

When equals "Yes"

10.3.1 Please upload a notarized affidavit detailing the reasonable efforts made to provide benefits to employees' Domestic Partners or spouses, along with the amount of the cash equivalent provided.*

*Response required

11 DRUG-FREE WORKPLACE CERTIFICATION

11.1 VENDOR DRUG FREE WORKPLACE CERTIFICATION FORM*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Vendor Drug-Free Workplace ...](#)

*Response required

11.2 Drug-Free Status*

☐ Complies fully.

☐ Does not comply.

*Response required

12 STANDARD DOCUMENTS

The following documents are standard documents that the City generally requires for every solicitation. As a result, we recommend vendors to keep these documents updated and readily available so that they can be easily uploaded for each project that the vendor would like to participate in. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

12.1 NON-COLLUSIVE AFFIDAVIT*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Non-Collusive Affidavit.pdf](#)

*Response required



12.2 SCRUTINIZED COMPANY CERTIFICATION*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Scrutinized Company Certifi...](#)

*Response required

12.3 E-VERIFY SYSTEM CERTIFICATION*

- a. Please download the attached document, complete all required fields, and upload the completed form here.
- b. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security ("DHS").
- c. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

- [E-Verify System Certificati...](#)

*Response required

12.4 HUMAN TRAFFICKING AFFIDAVIT*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Human Trafficking Affidavit...](#)

*Response required

12.5 VENDOR INFORMATION FORM*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Vendor Information Form.pdf](#)

*Response required

12.6 FORM W-9 (REVISED MARCH 2024)*

- a. Please download the attached document, complete all required fields, and upload the completed form here.
- b. Note - Please use the March 2024 version of the form as previously dated versions of this form may delay the processing of any payments to the selected vendor.



- [Form W-9 \(Rev March 2024\).pdf](#)

*Response required

13 OPTIONAL DOCUMENTATION

13.1 TRADE SECRETS

- a. The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.
- b. Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.
- c. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE OPENGOV WEBSITE AS A SEPARATE ATTACHMENT, IN THIS SECTION, CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.
- d. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

**13.2 FINANCIAL STATEMENTS**

- a. The City is **NOT** requesting the vendor to submit any financial statements for this project and prefers if the vendor does not submit financial statements. In addition, if the City needs a copy of the vendor's financial statements, the City can contact the vendor after the bid due date to request those documents. However, if the vendor does submit the financial statements, they should be uploaded in this section.
- b. Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

13.3 ALTERNATIVES

- a. If you are submitting an alternative product, please upload any related information in this section (such as specification sheets, etc.).
- b. In addition, pursuant to the "**Brand Names**" Section included in the [GENERAL TERMS AND CONDITIONS](#) Section if and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

13.4 ADDITIONAL INFORMATION

- a. Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

13.5 PROFESSIONAL LICENSES

- a. If applicable, please upload any professional licenses that may be required to perform the services outlined in the solicitation. The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.



1. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
2. Said licenses shall be in the Firm's name as it appears on the OpenGov registration and as appropriately registered with the applicable licensing entity. Proposer shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid.
3. Subcontractors contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits as necessary. Said licenses must be in the name of the subcontractor.

14 VENDOR CLASSIFICATION

- 14.1 Is your firm a Local Pembroke Pines Vendor (LPPV) and Local Broward County Vendor (LBCV)?*
- a. The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures 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 vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:
 1. **"Local Pembroke Pines Vendor"** shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines, **OR**;
 2. **"Local Broward County Vendor"** shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.



- b. A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the Local Pembroke Pines Vendor(s); A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the Local Broward County Vendor(s).

☐ Yes

☐ No

*Response required

When equals "Yes"

14.1.1 Please indicate your Local Vendor Status*

☐ Local Pembroke Pines Vendor (LPPV)

☐ Local Broward County Vendor (LBCV)

*Response required

When equals "Yes"

14.1.2 Local Vendor Preference Certification*

1. Please download the attached document, complete all required fields, and upload the completed form here.

- [Local Vendor Preference Cer...](#)

*Response required

When equals "Yes"

14.1.3 Local Business Tax Receipts*

1. If claiming Local Vendor Preference, please upload any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

*Response required

14.2 Is your firm a Veteran Owned Small Business (VOSB)?*

- a. The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation.



- b. A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the Veteran Owned Small Business (VOSB).

☐ Yes

☐ No

*Response required

When equals "Yes"

14.2.1 Upload the "Determination Letter" from the United States Department of Veteran Affairs Center notifying the business that they have been approved as a Veteran Owned Small Business (VOSB)

When equals "Yes"

14.2.2 Upload Veteran Owned Small Business Certification(s) from any relevant agency(ies)

14.3 Is your firm a Minority-Owned Business Enterprise (MBE)?*

☐ Yes

☐ No

*Response required

When equals "Yes"

14.3.1 Please indicate the classification of your Minority-Owned Business Enterprise (MBE)*

Select all that apply

☐ African-American MBE

☐ Asian-American MBE

☐ Hispanic-American MBE

☐ Native-American MBE

☐ Other option not listed above

*Response required

When equals "Yes"

14.3.2 MBE Certification Documentation*

1. Upload your MBE Certification Documentation here, preferably with the State of Florida's Office of Supplier Diversity. If you have multiple MBE certifications, please combine them into one (1) document and upload.

*Response required

14.4 Is your firm a Woman-Owned Business Enterprise (WBE)?*

☐ Yes

☐ No

*Response required

When equals "Yes"

14.4.1 WMBE Certification Documentation*

1. Upload your WMBE Certification Documentation here, preferably with the State of Florida's Office of Supplier Diversity. If you have multiple WMBE certifications, please combine them into one (1) document and upload.

*Response required

14.5 Is your firm a HubZone Business / Labor Surplus Area Firm?*

☐ Yes

☐ No

*Response required

When equals "Yes"

14.5.1 HubZone Business / Labor Surplus Area Firm Certification Documentation*

1. Upload your HubZone Business / Labor Surplus Area Firm Certification Documentation, preferably with the U.S. Small Business Administration (SBA). If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

14.6 Is your firm a Broward County Small Business Enterprise (SBE)?*

☐ Yes

☐ No

*Response required

When equals "Yes"

14.6.1 SBE Certification Documentation*

1. Upload your SBE Certification Documentation from Broward County's Office of Economic and Small Business Development (OESBD). If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

14.7 Is your firm a Broward County Business Enterprise (CBE)?*

☐ Yes

☐ No

*Response required

When equals "Yes"



14.7.1 CBE Certification Documentation*

1. Upload your CBE Certification Documentation from Broward County's Office of Economic and Small Business Development (OESBD). If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

14.8 Is your firm a Broward County Disadvantaged Business Enterprise (DBE)?*

☐ Yes

☐ No

*Response required

When equals "Yes"

14.8.1 DBE Certification Documentation*

1. Upload your DBE Certification Documentation from Broward County's Office of Economic and Small Business Development (OESBD). If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

14.9 Does your firm have a Vendor Classification that was not listed above?*

☐ Yes

☐ No

*Response required

When equals "Yes"

14.9.1 Other Vendor Classification Certification Documentation*

1. Upload your other Certification Documentation here. If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

14.10 Are you currently registered as an active entity on SAM.gov (System for Award Management)?*

- a. All vendors submitting bids for this project must be registered and active in the System for Award Management (SAM.gov) at the time of bid award. This is a federal requirement for entities receiving federal funds, including contracts, grants, or other financial assistance. Registration on SAM.gov ensures that vendors are eligible to do business with the U.S. government and are not suspended, debarred, or otherwise excluded from participation in federal programs. SAM registration is free and can be completed at <https://sam.gov>. Bidders must provide their Unique Entity ID (UEI) and proof of active registration as part of their proposal.



☐ Yes

☐ No

*Response required

When equals "Yes"

14.10.1 If yes, please provide your Unique Entity ID (UEI)*

*Response required

When equals "Yes"

14.10.2 What is the expiration date of your current SAM.gov registration?
(MM/DD/YYYY)*

*Response required

When equals "Yes"

14.10.3 Proof of Registration Upload*

1. Please upload a PDF copy or screenshot of your entity's active registration status from SAM.gov that includes:

A. Entity Name

B. Unique Entity ID (UEI)

C. DUNS (if applicable)

D. Registration Status ("Active")

E. Expiration Date

2. *This document must be downloaded from <https://sam.gov> and must show the current status at the time of bid submission.*

*Response required

14.11 Debarment Status - Is your entity currently debarred, suspended, or otherwise excluded from receiving federal contracts or financial assistance?*

☐ Yes

☐ No

*Response required

When equals "Yes"

14.11.1 If yes, please provide an explanation.*

*Response required

When equals "Yes"



14.11.2 If yes, please upload any relevant documentation, if applicable.

14.12 I certify that the information provided above is true and correct to the best of my knowledge. I understand that false or misleading statements may disqualify this bid and subject the entity to federal penalties.*

☐ Please confirm

*Response required



SECTION 7 - EVALUATION OF PROPOSALS & PROCESS SELECTION

7.1 Qualifying & Selecting Firms

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information and references contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.
- C. The contract shall be awarded to the most responsive/responsible bidder whose bid is determined to be the most advantageous to the City taking into consideration the evaluation criteria.



SECTION 8 - INSURANCE REQUIREMENTS

8.1 Indemnification for Design Professionals and Construction Contracts

The Contractor shall indemnify and hold harmless the CITY, its officers and employees from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by negligence, recklessness, or intentional wrongful conduct of the **NO VALUE** and other persons employed or utilized by **NO VALUE** during performance of this Agreement. The **NO VALUE** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The **NO VALUE** expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the **NO VALUE** shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 Insurance Coverage

- A. **NO VALUE** shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the **NO VALUE** allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- B. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- C. Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the **NO VALUE** or their Insurance Broker must agree to provide notice.
- D. Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the **NO VALUE** shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of



the Agreement and extension thereunder is in effect. The **NO VALUE** shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. **NO VALUE** shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

- E. **NO VALUE** shall be required to obtain all applicable insurance coverage, as indicated in the sections below, prior to commencing any work pursuant to this Agreement.

8.3 Comprehensive General Liability Insurance

Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

- A. Each Occurrence Limit - \$1,000,000
- B. Fire Damage Limit (Damage to rented premises) - \$100,000
- C. Personal & Advertising Injury Limit - \$1,000,000
- D. General Aggregate Limit - \$2,000,000
- E. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

8.4 Required Endorsements

- A. The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- B. Waiver of all Rights of Subrogation against the CITY.
- C. Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- D. **NO VALUE's** policies shall be Primary & Non-Contributory.
- E. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.



- F. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.5 Additional Requirements

- A. Any and all insurance required of the **NO VALUE** pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the **NO VALUE** and provided proof of such coverage is provided to CITY. The **NO VALUE** and any subcontractors shall maintain such policies during the term of this Agreement.
- B. The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
- C. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the **NO VALUE** has assumed in the indemnification/hold harmless section(s) of this Agreement.

SECTION 9 - GENERAL TERMS AND CONDITIONS

9.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should:

- A. consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work,
- B. study and carefully correlate the Proposer's observations with the Proposal Documents; and
- C. notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

9.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

9.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item).

Bidders must register for an account on the City's e-Procurement Portal, hosted by OpenGov. Once the bidder has completed registration, they will receive addenda notifications via email by clicking "Follow" on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at <https://procurement.opengov.com/portal/pembrokepines>.

NO VALUES are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through OpenGov will be the only official method whereby changes will be made.

9.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification.

The City requires all questions relating to the solicitation to be submitted through the **"Question & Answer"** tab, for the specific project, on the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/pembrokepines>. Questions and inquiries must be received by the **"Question Due Date"** stated in the solicitation. Questions received after the **"Question Due**



Date” shall not be answered. Interpretations or clarifications in response to such questions will be issued via OpenGov. Bidders may also click “Follow” on this solicitation to receive an e-mail notification(s) when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries. The issuance of a response via OpenGov is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

OpenGov Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact OpenGov support, with ample time before the bid closing date and time, via one of the following methods:

- A. Chat (preferred method): Click the button in the lower right-hand corner of the portal when logged in.
- B. E-mail: support@opengov.com
- C. Phone: 1 (605) 336-7167
- D. <https://opengov.my.site.com/support/s/contactsupport>

For all other questions related to this solicitation, please contact the Procurement Department at purchasing@ppines.com.

9.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded **NO VALUE** shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.

Proposer warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

9.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for proposer’s information only and will be used for tabulation and presentation of bid.

9.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase “OR EQUAL” is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **NO VALUE’s responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of

documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

9.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

9.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the proposer's expense.

9.10 ESTIMATED QUANTITIES

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

9.11 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 solicitation. All information in the Bid shall be provided at no cost to the City.

9.12 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Proposer warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or proposer.

9.13 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

9.14 TAX EXEMPT STATUS

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

9.15 CONTRACT TIME



By virtue of the submission of the Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

9.16 COPYRIGHT OR PATENT RIGHTS

Proposer warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

9.17 ANTI-TRUST VIOLATIONS

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9.18 PUBLIC ENTITY CRIMES

Pursuant to Sec. 287.133(2)(a), Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Pursuant to Sec. 287.134(2)(b), Fla. Stat., a public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list. A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the



same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

The Sworn Statement of Public Entity Crime Affidavit Form, in the Submittal Documents section on the OpenGov portal for this solicitation, includes documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation 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 Proposer for any goods, services or materials furnished.

9.19 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

9.20 FACILITIES

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

9.21 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

9.22 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is 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 Broward County to provide the goods or perform the services herein described.



The signed bid shall be considered an offer on the part of the proposer or **NO VALUE**, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the proposer or **NO VALUE** after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

9.23 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from proposer separate manufacturer certification of all statements made in the proposal.

9.24 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the OpenGov website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

9.25 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 pm at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, proposers will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- A. Open the sealed bids at a public meeting.
- B. Announce at that meeting the name of each bidder and the price submitted in the bid.
- C. Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for “**construction or repairs on a public building or public work**” the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

9.26 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible proposer, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of proposer from bid list(s).

9.27 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City’s Code of Ordinances.

9.28 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City’s rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Indemnification for Design Professionals and Construction Contracts: The Successful Proposer shall indemnify and hold harmless the CITY, its officers and employees, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its



officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

9.29 DEFAULT PROVISION

In the case of default by the proposer or **NO VALUE**, the City of Pembroke Pines may procure the articles or services from any other sources and hold the proposer or **NO VALUE** responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Proposer to meet any terms of this agreement, the City will notify the Proposer five (5) days (weekends and holidays excluded) to remedy the default. Failure on the **NO VALUE**'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 **NO VALUE** 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 subcontractor, 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 Proposer 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 Proposer shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Proposer shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

9.30 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

9.31 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

9.32 SCRUTINIZED COMPANIES LIST

In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - 2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or is engaged in business operations in Syria.

9.33 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes



Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE OPENGGOV WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

9.34 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the proposer and the government agency.

At the option of the **NO VALUE**, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the **NO VALUE** to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own



purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

9.35 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

- A. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and
- B. The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted Communication: The cone of silence shall not apply to:

- A. Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.
- B. Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.
- C. Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

9.36 E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- A. Definitions for this Section:



1. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
2. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
3. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



9.37 JESSICA LUNSFORD ACT

Background screening requirements for **NO VALUE**'s performing services for or at City's Charter Schools.

- A. Except as provided in §§1012.467 or 1012.468, Florida Statutes, non-instructional school employees or contractual personnel who:
 1. are permitted access on school grounds when students are present,
 2. have direct contact with students or,
 3. have access to or control of school funds must meet level 2 screening requirements as described in §1012.32, Florida Statutes. Contractual personnel shall include any **NO VALUE**, individual, or entity under contract with the City engaged to perform services for or at City's Charter Schools.
- B. Every 5 years following employment or entry into a resulting contract in a capacity described in subsection (A), each person who is so employed or under contract with the City must meet level 2 screening requirements as described in §1012.32, Florida Statutes, at which time the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a resulting contract in a capacity described in subsection (A), the fingerprints of a person who is so employed or under contract with the City are not retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes, the person must file a complete set of fingerprints with the City. Upon submission of fingerprints for this purpose, the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes. The cost of the state and federal criminal history check required by level 2 screening shall be borne by the **NO VALUE**, or the person fingerprinted. Under penalty of perjury, each person who is employed or engaged to perform a resulting contract in a capacity described in subsection (A) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under a resulting contract in that capacity.
- C. If it is found that a person who is employed or under contract in a capacity described in subsection (A) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

9.38 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING



Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.



SECTION 10 - SPECIAL TERMS & CONDITIONS

10.1 PROPOSAL SECURITY APPLICABILITY AND AMOUNT

A Proposal Security shall be required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.

Note - Contingency is not to be counted in the total amount that the proposal security is based on.

10.2 PROPOSAL SECURITY REQUIREMENTS

For projects in which Proposal Securities are required, each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of their power of attorney authorizing them to do so.

Scanned Proposal Security: For projects in which Proposal Securities are required, Proposers must submit a scanned copy of their Proposal Security (certified check, cashier's check or a Bid Bond) with their bid submittal through OpenGov.

Physical Proposal Security: For projects in which Proposal Securities are required, Proposers should also submit their original Proposal Security (certified check, cashier's check or a Bid Bond) at time of the bid due date, or they may be deemed as non-responsive. The original Proposal Security should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # PSUT-25-08 Water Treatment Plant Unit B Rehabilitation**" and sent to the:

City of Pembroke Pines,
City Clerk's Office, 4th Floor,
601 City Center Way,
Pembroke Pines, Florida, 33025.

Opportunity to Cure: In the event that the proposer fails to submit the scanned and/or the physical proposal security, in the City's sole discretion, the City may allow the proposer to furnish the proposal security within 3 days of written notice of deficiency.

Successful Proposer: The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, payment and performance bonds, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, CITY may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited.

Three Lowest Proposers: The Proposal Security of the three (3) lowest Proposers will be returned within seven (7) calendar days after CITY and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of



the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that the Proposer has not been notified of the acceptance of their Proposal.

All Other Proposers: Proposal Security of all other Proposer will be returned within seven (7) calendar days after the proposal opening.

10.3 PAYMENT AND PERFORMANCE BONDS

Regardless of the awarded contract amount, two (2) separate bonds (Payment and Performance Bonds) are required, and both must be approved by the City. The penal sum stated in each bond shall be 100% of the contract price.

Note - Contingency is not to be counted in the total amount that the payment and performance bonds are based on.

Coverage Period: The surety company shall only cover the period of performance / construction and not the labor warranty nor the manufacturer's warranty periods.

Successful Proposer: Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the **NO VALUE** shall execute and furnish to City a performance bond and a payment bond.

Minimum Requirements of Surety: Each bond shall be written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Performance Bond: The performance bond shall be conditioned that the **NO VALUE** performs the contract in the time and manner prescribed in the contract.

Payment Bond: The payment bond shall be conditioned that the **NO VALUE** promptly make payments to all persons who supply the **NO VALUE** with labor, materials and supplies used directly or indirectly by the **NO VALUE** in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall



indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

Recordation of Bonds with the County: Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the **NO VALUE** to record the aforesaid payment and performance bonds in the public records of Broward County, with the **NO VALUE** to pay all recording costs.

10.4 OWNER'S CONTINGENCY

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the **NO VALUE** in conjunction with a specific project. For this reason, the City Commission may award a project with an "Owner's Contingency". This contingency or allowance authorizes the City execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. The Owner's Contingency is usually based on a specified percent of the proposed project amount and is established for the specific project being performed under the contract. This dollar amount shall be shown on the specific project purchase order as a distinct item from the **NO VALUE**'s overall offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the **NO VALUE** shall not expend any dollars in connection with the Owner's Contingency without the expressed prior approval of the City's authorized representative. Any Owner's Contingency funds that have not been utilized at the end of the project will remain with the Owner, the **NO VALUE** shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City's authorized representative.

10.5 TAX SAVER PROGRAM

The **NO VALUE** shall cooperate on certain projects to allow the City to avail itself of a sales tax savings program.

10.6 RELEASE OF LIEN

NO VALUE must provide an executed Partial/Final Release of Lien utilizing the City's standard Release of Lien Form in order for the City to release any payments to the **NO VALUE**.

10.7 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS

The City of Pembroke Pines has an exclusive solid waste franchise agreement with Waste Pro of Florida, Inc. for the collection and disposal of all solid waste including construction and demolition (C & D) debris. All applicants for bids to perform construction work for the City of Pembroke Pines shall be subject to the requirements found in the City's exclusive solid waste franchise agreement and must contract Waste Pro of Florida, Inc. for the collection and disposal of all construction and demolition debris generated at such construction job sites.

Exhibit "A"



City of Pembroke Pines

For the current applicable rates and fees for Waste Pro of Florida, Inc. dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact David Perez, Waste Pro's Pembroke Pines Sales Representative at (954) 967-4200 or dperez@wasteprousa.com.

For further information related to the solid waste franchise requirements, please contact Rose Colombo, Solid Waste Franchise Agreement Contract Manager, at (954) 518-9011 or rcolombo@ppines.com.

For solid waste franchise enforcement questions, please contact the City of Pembroke Pines Code Compliance Unit at (954) 431-4466.

ADDENDA REPORT
IFB No. PSUT-25-08
Water Treatment Plant Unit B Rehabilitation

RESPONSE DEADLINE: August 12, 2025 at 2:00 pm

Addenda Issued:

Addendum #1

Jul 21, 2025 9:17 AM

As discussed in the pre-bid meeting, please find submerged interior photographs of the water treatment plant unit B.

Attachments:

- [TimePhoto 20240129 091502](#)
- [TimePhoto 20240129 091607](#)
- [TimePhoto 20240129 091455](#)
- [TimePhoto 20240129 091500](#)
- [TimePhoto 20240129 091458](#)
- [TimePhoto 20240129 091617](#)
- [TimePhoto 20240129 091846](#)
- [TimePhoto 20240129 092002](#)
- [TimePhoto 20240129 091505](#)
- [TimePhoto 20240129 091938](#)
- [TimePhoto 20240129 091558](#)
- [TimePhoto 20240129 091615](#)
- [TimePhoto 20240129 091609](#)
- [TimePhoto 20240129 091629](#)
- [TimePhoto 20240129 091849](#)
- [TimePhoto 20240129 091948](#)
- [TimePhoto 20240129 091844](#)
- [TimePhoto 20240129 091950](#)
- [TimePhoto 20240129 092157](#)
- [TimePhoto 20240129 092203](#)
- [TimePhoto 20240129 092206](#)
- [TimePhoto 20240129 092315](#)
- [TimePhoto 20240129 092318](#)
- [TimePhoto 20240129 094521](#)
- [TimePhoto 20240129 094527](#)

Exhibit "A"

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Conti LLC	X	Aug 1, 2025 9:22 AM	Sam Akrouk
Lawrence Lee Construction Services, Inc.	X	Aug 5, 2025 8:33 AM	Geoffrey Schmidt
Razorback LLC	X	Jul 23, 2025 7:25 AM	Anthony Houllis



FINAL/PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of \$ [Payment Amount] and other valuable consideration, paid by **City of Pembroke Pines**, receipt of which is hereby acknowledge, hereby releases and quit claims to the said [Contractor Name] its successors and assigns, and

City of Pembroke Pines

The owner, all liens, lien rights, claims and demands of any kind whatsoever, which the undersigned now has or might have against the building on premises legally described as:

[Description]
PO #: [PO #]

Invoice #: [Invoice #]

On account of labor performed and/or material furnished for the construction of any improvements thereon. That all labor and materials used by the undersigned in the erection of said improvements have been fully paid for:

Witnesses:

CONTRACTOR
[NAME OF CONTRACTOR]

BY: _____

Print Name

Print Name: _____

Title: _____

Print Name

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

ON THIS _____ day of _____, 20____, before me, the undersigned notary public, personally appeared [Contractor's Representative] as [Job Title] of [Name of Contractor], personally known to me, or who has produced _____ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that (s)he executed the same and that (s)he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:



CONSTRUCTION AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES
AND {---Company Name---}

THIS AGREEMENT ("Agreement"), dated _____, is entered into by and between:

CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** hereinafter referred to as "CITY",

and

{---Company Name---}, **{---Corporation Type---}**, as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **{---Street1---} {---Street2---}, {---City---}, {---State/Province---} {---Postal Code---}** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective Parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **{---Solicitation Advertisement Date---}**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to **{---Solicitation Service Description---}** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

{---Solicitation Type Abbreviation---} # {---Solicitation Number---}
"{---Solicitation Title---}"

1.2 On **{---Bid Opening Date---}**, the bids were opened at the offices of the City Clerk.



1.3 On _____, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2 SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the {---**Solicitation Service Description**---}, at {---**Location Address**---} ("Property") as more particularly described in, and in accordance with the CITY's "{---**Solicitation Type Abbreviation**---} # {---**Solicitation Number**---}", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services required pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor available to enforce these policies and procedures at the CONTRACTOR's expense.

2.4 CONTRACTOR shall provide CITY with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the



work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.8 CONTRACTOR shall gain prior written approval from the CITY prior to engaging any subconsultants, subcontractors, or other professional associates to perform in connection with this Agreement. Any subcontract with a subcontractor or subconsultant shall afford to the CONTRACTOR rights against the subcontractor or subconsultant which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including but not limited to those rights of termination as set forth herein. No reimbursement shall be made to the CONTRACTOR for any subconsultants that have not been previously approved by the CITY for use by the CONTRACTOR.

2.9 **Return of Keys.** Upon completion of services rendered or termination of this agreement, CONTRACTOR must promptly return to CITY all CITY keys and/or access cards. By agreeing herein, CONTRACTOR understands that any loss or failure to return a CITY key shall subject CONTRACTOR to the costs associated with key replacement and/or re-keying. For keys unlocking several doors, replacement and re-keying costs can be substantial. In case of failure to return a key and failure to pay for key replacement and/or lock re-keying, CONTRACTOR understands that CITY shall enforce by all legal means its right to repayment for all costs incident to key replacement and/or lock re-keying.

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The work to be performed under this Agreement shall be commenced after CITY execution of the Agreement and not later than ten (10) days after the date that CONTRACTOR receives CITY's Notice to Proceed. The work shall be completed within {---**Number of Days to Complete Project in Words**---} {---**Number of Days to Complete Project**---} calendar days from issuance of CITY's Notice to Proceed, subject to any permitted extensions of time pursuant to this Agreement and any amendments and/or addenda thereto. For the purposes of this Agreement, the term "completion" shall mean the satisfactory completion and final inspection of the Property by the CITY.

3.2 During the pre-construction portion of the work hereunder, the Parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the Parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the Parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

3.3 In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.



3.4 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing **{---Termination for Convenience---**} of written notice to CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 **Default by CONTRACTOR.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of **thirty (30) calendar days** after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 CITY agrees to compensate CONTRACTOR for all services performed under this Agreement by CONTRACTOR for work that has been completed, inspected and properly invoiced. The total compensation for all services shall not exceed **{---Request Amount Written---}** (**{---Request Amount Numerical---**}) which includes an owner's contingency fee in the amount of **{---Contingency Fee in Words---}** (**{---Contingency Fee Amount---**}) and an amount towards the payment and performance bond equal to _____.

4.1.1 This contingency or allowance authorizes the CITY to execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. In addition, CITY shall utilize the owner's contingency to reimburse CONTRACTOR for the related permit, license, impact or inspection fees. Payments will be made to CONTRACTOR based on the actual cost of permits upon submission of paid permit receipts. **It is hereby understood and agreed that the CONTRACTOR shall not expend any dollars in connection with the owner's contingency or allowance without the expressed prior written approval of the CITY's authorized representative.** Any owner's contingency funds or allowance that have not been utilized at the end of the project will remain with the CITY, the CONTRACTOR shall only be paid for the proposed project cost as approved by the City Commission along with any owner contingency expenses or allowances that were approved by the CITY's authorized representative. If the permit fees exceed the Owner's Contingency indicated, CITY will reimburse the contractor the actual amount of the permit fees required for project completion.

4.1.2 The total compensation amount may not be exceeded without a written amendment to this Agreement. A retainage of five percent (5%) will be deducted from monthly payments until the project is complete. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. CITY has up to thirty (30) days to review, approve and pay all invoices after receipt. CONTRACTOR shall invoice CITY and provide a written request to CITY to commence the one (1) year warranty period. All necessary Releases and



Affidavits and approval of final payments shall be processed before the warranty period begins.

4.2 **Prompt Payment Act.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.3 **Method of Billing and Payment.** The CITY shall within thirty (30) calendar days, from the date the CITY's Authorized Representative approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Authorized Representative or his/her assignees. Invoices submitted by CONTRACTOR shall include the date of service, services performed, hours spent, location of services, description of the assignment/project, date of completion and any other information reasonable required by the CITY.

Payment will be made to CONTRACTOR at:

{---Company Name---}
 {---Payment Street 1---}, {---Payment Street 2---}
 {---Payment City---}, {---Payment State/Province---} {---Payment Postal Code---}

ARTICLE 5 **WAIVER OF LIENS**

Prior to final payment of the amount due under the terms of this Agreement, a final waiver of lien shall be submitted by the CONTRACTOR as well as all suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release CITY from all claims of liability by CONTRACTOR in connection with this Agreement.

ARTICLE 6 **WARRANTY**

CONTRACTOR warrants the work against defect for a period of one (1) year from the date of completion of work. In the event that defect occurs during this time, CONTRACTOR shall perform such steps as required to remedy the defects. CONTRACTOR shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until substantial completion of the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

ARTICLE 7 **CHANGES IN SCOPE OF WORK**

7.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the scope of work, as more specifically described herein. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written change order or amendment, executed by the Parties hereto, with the same formality, equality and



dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written change order, amendment or agreement executed by the Parties hereto.

7.2 While requesting changes that would increase, decrease, or otherwise modify the scope of work, CONTRACTOR shall continue work, however, in no event will CONTRACTOR be compensated for any work that has not been described either herein, or by a change order, written amendment or separate written agreement, executed by the parties hereto, with the same formality, equality, and dignity herewith.

ARTICLE 8

PAYMENT & PERFORMANCE BONDS

8.1 Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a Payment Bond and a Performance Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the bonds exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

8.2 Two (2) separate bonds are required and both must be approved by the CITY. **The penal sum stated in each bond shall be 100% of the project value.** The Performance Bond shall be conditioned upon the CONTRACTOR's performance of the work in the time and manner prescribed in the Agreement. The Payment Bond shall be conditioned upon the CONTRACTOR's promptly making payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the prosecution of the work provided for in this Agreement and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said Agreement which the CITY may be required to make under the law.

8.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid Payment Bond and Performance Bond in the public records of Broward County, and CONTRACTOR shall be responsible for payment of all recording costs.



ARTICLE 9

INDEMNIFICATION

9.1 CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorney's fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent act or omission of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

9.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

9.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

9.4 CONTRACTOR shall be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from CONTRACTOR's performance of the work required by this Agreement.

9.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 10

INSURANCE

10.1 CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein required.

10.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the CONTRACTOR has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines



, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

10.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

10.4 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

10.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

10.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

☐ ☐

10.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Aggregate Reduction: CONTRACTOR shall advise the CITY in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the



CONTRACTOR will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

10.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

☐ ☐

10.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

☐ ☐

10.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto



Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- ☐ ☐ 10.6.4 Umbrella/Excess Liability Insurance in the amount of \$_____ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ ☐ 10.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

- ☐ ☐ 10.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years).* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ ☐ 10.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. **The City of Pembroke Pines must be shown as an additional**



insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ ☐

10.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

☐ ☐

10.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

10.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

10.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

10.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage.



Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ ☐

10.6.13 Other Insurance

10.7 REQUIRED ENDORSEMENTS

10.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

10.7.2 Waiver of all Rights of Subrogation against the CITY.

10.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.

10.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.

10.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

10.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

10.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

10.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.



10.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 11

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 12

INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, Federal, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 13

RESERVED



ARTICLE 14
AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 15
UNCONTROLLABLE FORCES

15.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 16
GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 17
SIGNATORY AUTHORITY

Upon CITY's request, CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 18
DEFAULT OF CONTRACT & REMEDIES

18.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this



Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

18.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, {---**Liquidated Damages Amount Written---**} (\$**{---Liquidated Damages Amount---**}) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

18.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

18.4 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

18.4.1 The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

18.4.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's Authorized Representative relative thereto.

18.4.3 The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

18.4.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

18.4.5 The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have



CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

18.5 Remedies in Default. In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

18.5.1 Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

18.5.2 CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default. CITY reserves the right to assign any remaining work at any Property location to another vendor as may be necessary to complete the Scope of Work.

18.5.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

18.5.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen (14) calendar days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19

**BANKRUPTCY**

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 20
MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 21
DISPUTE RESOLUTION

In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 22
PUBLIC RECORDS

22.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

22.1.1 Keep and maintain public records required by the CITY to perform the service;

22.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

22.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining



in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

22.1.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

22.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with this Agreement.

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
drogers@ppines.com**

**ARTICLE 23
SCRUTINIZED COMPANIES**

23.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

23.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

23.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:



23.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

23.1.2.2 Is engaged in business operations in Syria.

ARTICLE 24

EQUAL BENEFITS FOR EMPLOYEES

24.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that (**check only one box below**):

- ☐ CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption (**check only box below**):
 - ☐ CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or
 - ☐ CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONTRACTOR shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
 - ☐ CONTRACTOR is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
 - ☐ CONTRACTOR is a governmental agency.

24.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of



its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

24.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

24.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR's duties pursuant to this Agreement, contact Human Resources at (954) 392-2092 or drotstein@ppines.com.

24.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

ARTICLE 25

EMPLOYMENT ELIGIBILITY

25.1 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

25.1.1 Definitions for this Section.

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

25.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

25.1.1.3 “Subcontractor” means a person or entity that provides labor,



supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

25.1.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

25.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

25.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

25.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

25.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 26

FEDERAL REQUIREMENTS

Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the applicable federal requirements set forth in 2 C.F.R. Part 200, as may be applicable. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 shall prevail. Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:



26.1 **Equal Employment Opportunity.** During the performance of this contract, CONTRACTOR agrees as follows:

26.1.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

26.1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

26.1.3 CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

26.1.4 CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

26.1.5 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.

26.1.6 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary



of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

26.1.7 In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government 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.

26.1.8 CONTRACTOR will include the provisions of paragraphs **(26.1.1)** through **(26.1.8)** 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. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or



all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

26.2 **Davis-Bacon Act.** CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONTRACTOR must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week.

26.3 **Copeland "Anti-Kickback" Act.** CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

26.4 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).** Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

26.4.1 **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.

26.4.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (25.4.1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (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 paragraph (25.4.1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (25.4.1) of this section.

26.4.3 **Withholding for unpaid wages and liquidated damages.** CITY 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 CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, 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 paragraph (25.4.2) of this section.

26.4.4 **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (25.4.1) through (25.4.4) of this section 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 paragraphs (25.4.1) through (25.4.4) of this section.

26.5 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26.5.1 **Clean Air Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

26.5.2 **Federal Water Pollution Control Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000) financed in whole or in part with Federal assistance.



26.6 **Suspension and Debarment.** This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONTRACTOR is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

26.6.1 CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

26.6.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26.7 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).** CONTRACTOR shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

26.8 **Compliance with State Energy Policy and Conservation Act.** CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

26.9 **Procurement of Recovered Materials.** The CITY and CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

26.10 **Reporting.** Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at



44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

26.11 **Rights to Inventions.** CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

26.12 **No Obligation by the Federal Government.** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

26.13 **DHS Seal, Logo, and Flags.** CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

26.14 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

26.15 **Fraudulent Statements.** CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

26.16 **Prohibition on Contracting for Covered Telecommunications Equipment or Services.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

26.16.1 **Prohibitions.**

26.16.1.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

26.16.1.2 Unless an exception in paragraph 25.16.3 of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:



26.16.1.2.1 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

26.16.1.2.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

26.16.1.2.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

26.16.1.2.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

26.16.2 Exceptions.

26.16.2.1 This clause does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

26.16.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

26.16.3 Reporting requirement.

26.16.3.1 In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 25.16.3.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.



26.16.3.2 The CONTRACTOR shall report the following information pursuant to paragraph 25.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph 25.16.3.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

26.17 **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

26.18 **Affirmative Socioeconomic Steps.** If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

26.19 **License and Delivery of Works Subject to Copyright and Data Rights.** If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first



produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

ARTICLE 27

MISCELLANEOUS

27.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

27.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

27.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

27.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

27.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

27.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for



giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way, 4 th Floor Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040
Copy To:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923
CONTRACTOR	{--Primary Contact Name---}, {---Primary Contact Title---} {--Company Name---} {--Street1---}, {---Street2---} {--City---}, {--State/Province---} ---Postal Code--- E-mail: {--E-mail---} Telephone No: {--Phone---} Cell phone No: {--Primary Contact Cell Phone Number---} Facsimile No: {--Fax---}

27.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

27.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

27.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

27.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.



27.11 **Entire Agreement and Conflicts.** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, Exhibit "A", and Exhibit "B", this Agreement shall prevail, followed by Exhibit "A", and then Exhibit "B".

27.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

27.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

27.14 **Protection of CITY Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

27.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

27.16 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.

27.16.1 **Services to be Performed at CITY Schools.** CONTRACTOR shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals whom are vendors performing services at a Florida public school or district, if applicable.

27.16.2 **Background Screening.** CONTRACTOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and for the purpose of on-site services, all of its personnel who are to be permitted access to school grounds when students are present, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by CONTRACTOR in advance of personnel providing any services under the conditions described in the previous sentence. CONTRACTOR respectively shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement. The failure of CONTRACTOR to perform any of the duties described in this section shall constitute a material breach of Agreement. CONTRACTOR agrees to indemnify and hold harmless CITY, its elected and



appointed officials, officers, employees, and agents from any liability in the form of physical or mental injury, death, or property damage resulting from the CONTRACTOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

BY: _____

Print Name: _____
OFFICE OF THE CITY ATTORNEY

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

CHARLES F. DODGE, CITY MANAGER

DEBRA E. ROGERS, CITY CLERK

CONTRACTOR:

{---Company Name---}

Signed By: _____

Printed Name: _____

Title: _____

<u>ACORD</u> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD[YY])						
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.							
INSURERS AFFORDING COVERAGE								
INSURED YOUR COMPANY NAME HERE	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">INSURER A:</td> <td rowspan="5" style="text-align: center; vertical-align: middle;"> </td> </tr> <tr><td>INSURER B:</td></tr> <tr><td>INSURER C:</td></tr> <tr><td>INSURER D:</td></tr> <tr><td>INSURER E:</td></tr> </table> Companies providing coverage		INSURER A:		INSURER B:	INSURER C:	INSURER D:	INSURER E:
INSURER A:								
INSURER B:								
INSURER C:								
INSURER D:								
INSURER E:								

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD[YY])	POLICY EXPIRATION DATE (MM/DD[YY])	LIMITS								
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ policy ☐ project ☐ loc	Must Include General Liability			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	SAMPLE CERTIFICATE											
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS LIABILITY OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WC STATUTORY LIMITS</td> <td style="width: 40%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE CERTIFICATE HOLDER SHALL BE ADVISED BY MAIL <u>30</u> DAYS WRITTEN LEFT. AUTHORIZED REPRESENTATIVE
City Must Be Named as Certificate Holder	

CITY OF PEMBROKE PINES

Utility Department

8300 South Palm Drive
Pembroke Pines, FL 33025



PROJECT MANUAL

WATER TREATMENT PLANT UNIT B REHABILITATION

April 21,2025

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CITY OF PEMBROKE PINES
WATER TREATMENT PLANT UNIT B REHABILITATION

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SECTION 01010

SUMMARY OF WORK

PART 1 - PART 1 - GENERAL

1.01 DESCRIPTION

- A. Section includes: Identification and summary description of the Project, the WORK, location, Owner-furnished products, activities by others, coordination, and early occupancy by Owner.
- B. The WORK consists of the renovation and painting of Water Treatment Plant Unit B including, but not limited to, cleaning, removal and replacement of tank internals, electrical systems, new hatches, new stairs, surface preparation and painting as shown in the Drawing and specified herein.

1.02 RELATED SECTIONS

- A. Section 01015 - General Requirements
- B. Section 01025 - Measurement and Payment
- C. Section 01505 - Control of Work

1.03 REFERENCES (NOT USED)

1.04 CONTRACTOR USE OF SITE

- A. The Contractor shall limit his area of work to remain within those properties and easements as depicted in the Drawings or as approved in writing by the Owner.
- B. Contractors' use of lands other than those depicted in the Drawings shall require written approval from the land owner and be at the Contractors risk and cost.

1.05 LOCATION OF WORK

- A. The work is located at Pembroke Pines Water Treatment Plant, located at 7960 Johnson St in the City of Pembroke Pines, Florida.

1.06 DESCRIPTION OF WORK

- A. Removal and replacement of components in Treatment Unit B as per plan sheet.
- B. Renovation and painting of Treatment Unit B as per Section 09900 and plan sheet.
- C. Unit C stair access as per location illustration on the plan sheet.

1.07 WORK SEQUENCE

- A. Incorporate sequence of the Work into the Critical Path Method Schedule.
- B. Modifications Treatment Unit B.
- C. Coordinate all required modifications with Owner's Operations.
- D. Restore all work areas and test, start-up and train personnel on new system modifications.

Exhibit "A"

1.08 OWNER OCCUPANCY

- A. Cooperate with Owner to minimize conflict, and to facilitate Residences and Owner's operations.
- B. Schedule the Work to accommodate this requirement.

1.09 WORK BY OTHERS

- A. The Contractor is advised that work by others may take place during the duration of the contract time. It shall be the Contractor's responsibility to coordinate and schedule all Work as not to delay or hinder his work or the work by others.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Exhibit "A"

SECTION 01015

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section provides for miscellaneous provisions applicable to the Work.

1.02 RELATED SECTIONS

- A. Section 01090 - References
- B. Section 01310 - Construction Schedules
- C. Section 01340 - Shop Drawings, Working Drawings and Samples
- D. Section 01530 - Existing Utilities
- E. Section 01720 - Project Record Documents
- F. Other Sections as applicable.

1.03 TERMINOLOGY

- A. Throughout the Contract Documents, the following definitions apply:
 - 1. Owner- The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
 - 2. Work- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services and documentation necessary to produce such construction, and furnishing, installing and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.04 SAFETY

- A. All work shall be done in a safe manner and in strict compliance with all requirements of the Federal Occupational Safety and Health Act (OSHA), The Florida Trench Safety Act and all other State and local safety and health regulations.
- B. The 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. Failure of the Owner to direct the correction of unsafe conditions or practices shall not relieve the Contractor of his responsibilities.
- C. The Contractor shall provide, erect and maintain as necessary, strong and suitable barricades, danger signs and warning lights for the protection of the public.

Exhibit "A"

1.05 APPLICABLE CODES

- A. The Contractor shall comply with the applicable standards codes and specifications governing the Contract Documents whether City, County, State or Federal. The Contractor is obligated to notify the Owner and Engineer of any deficiency contained in the Contract Documents immediately upon discovery. Where conflicts exist in such, the more stringent shall govern.

1.06 APPLICABLE PERMITS AND LICENSES

- A. The Contractor shall abide by all permit conditions, whether, general, specific, limited or otherwise. A copy of all applicable permits and licenses, with the exception of City permits obtained by the Contractor, are attached hereto and made a part of the Contract Documents.

1.07 PUBLIC BID DISCLOSURE ACT 218.80 FS

- A. All the local governmental entity permits or fees are to be disclosed, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, payable by the contractor to the unit of government that issued the bidding documents or other governmental agency,

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PRE-CONSTRUCTION RESPONSIBILITIES

- A. Upon receipt of the Notice To Proceed, the Contractor shall arrange for a Pre-Construction meeting. The meeting shall be held with a minimum of one weeks' notice and shall include the Engineer, the Owner, and Representatives for all affected utility companies.

3.02 TEMPORARY UTILITIES

- A. The Contractor shall be responsible to arrange for and supply all temporary utilities including, but not limited to, water, sewer, and electricity.
- B. The cost of temporary utilities shall be considered incidental to the cost of the Work and is therefore included in the Bid.

3.03 UNDERGROUND LOCATING SERVICE

- A. Prior to underground construction, the Contractor is required by the Underground Facility Damage Prevention and Safety Act, Chapter 556 FS to contact Sunshine 811, for the location of underground utilities.

3.04 HURRICANE PREPAREDNESS PLAN

- A. Should the Performance of the work occur during Hurricane Season, within thirty days of the date of Notice to Proceed, the Contractor shall submit to the Engineer and Owner a Hurricane Preparedness Plan. The Plan should outline the necessary measures that the contractor proposes to perform at no additional cost to the owner in case of a hurricane warning. The plan shall detail these measures with specific action items defining responsible personnel.

Exhibit "A"

3.05 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct; Contractor will cause Subcontractors to carefully protect the work and materials against damage or injury from the weather. If in the opinion of the Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of Contractor or any Subcontractor to so protect the Work, such Work and materials shall be removed and replaced at the expense of the Contractor.

3.06 ADVANCE INVESTIGATIONS

- A. The Contractor shall be responsible for uncovering and exposing existing utilities sufficiently in advance of pipe laying operations to confirm elevation, size, material and clearance separation(s). If, upon excavation, an existing utility is found to be in conflict with the proposed construction or be of a size or material different from what is shown on the plans, the Contractor shall immediately notify the Engineer, who will in turn prepare a recommendation. Failure of the Contractor to perform advance investigations shall not relieve it of any claims for delay or damages.

3.07 PRESERVATION AND RESTORATION

- 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 project. 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.

3.08 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 CITY.

3.09 CONTRACTOR USE OF PREMISES

- A. Contractor shall have limited use of the premises for construction operations, including limited use of the site. The Contractor's use of the premises is further limited to the Owner's right to perform construction operations with its own forces or to employ separate Contractors on portions of the project.
- B. The Contractor shall be responsible for coordinating his daily activities in conjunction with any Contractors presently working within the vicinity of this project.
- C. Confine operations to areas within rights-of-way and easements.
- D. Keep existing driveways and entrances serving the premises clear and available to the Owner, Residents and the Owner's employees at all times.
 - 1. Do not use these areas for parking or storage of materials.
 - 2. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

Exhibit "A"

3.10 DISPOSAL

- A. Do not dispose of any unsuitable fill, hazardous or organic material onsite. All such material shall be disposed of in a legal manner by the Contractor, the cost of which shall be included in the Bid.

3.11 ENVIRONMENTAL PROTECTION

- A. Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result.

3.12 MATERIAL AND EQUIPMENT

- A. Substitutions: After Bidding period, up to 30 days after date of Notice to Proceed, the Engineer will consider written requests from Contractor for proposed substitutions of products. Subsequent requests will be considered only in case of product unavailability or other condition beyond control of the Contractor. Submit a separate request for each proposed substitution;
 - 1. Do not order or install substitute products without written acceptance from the Engineer of Record.
 - 2. Do not imply or indicate substitutions on shop drawings or product data submittals without a separate formal request.
 - 3. Engineer will determine acceptability of substitution.
 - 4. Only one request for substitution for each product will be considered. If not accepted, Contractor shall provide specified product.
- B. Product selection is governed by the Contract Documents and governing regulations, not by previous project experience.
 - 1. Where a single or multiple products or manufacturers are named, provide one of the products indicated or submit a request for substitution for any product or manufacturer not named unless no substitution is permitted.
 - 2. Where the Specifications only require compliance with performance requirements, an imposed code, standard or regulation, select a product that complies with the requirements, standards, codes or regulations specified.
 - 3. Manufacturers named in a Specification section are those manufacturers considered capable of manufacturing products conforming to the specified requirements. The naming of a particular manufacturer does not imply acceptance or approval of just any standard product of that manufacturer.

3.13 ADJUSTMENT OF EXISTING UTILITIES

- A. The Contractor shall raise or lower all manholes, valve boxes, etc. to finished grade. The cost of these adjustments shall be considered incidental to the cost of the Work and is therefore included in the Bid.

3.14 EXISTING IRRIGATION

- A. All existing irrigation systems within the area of the Work shall be restored to original condition or better and adjusted to finished grade. The cost of repairs and/or

Exhibit "A"

adjustment to existing irrigation shall be considered incidental to the cost of the Work and is therefore included in the Bid.

3.15 DEWATERING

- A. In accordance with SFWMD criteria contained in 40E-2.061 F.A.C., a dewatering permit is not required provided the following provisions are met:
1. Maximum daily pumpage is less than 5 million gallons (MG) and a maximum total project pumpage of less than 100 MG over a one year period;
 2. All discharge shall remain on the project site;
 3. No dewatering shall occur to a depth below elevation 0.0 feet NGVD within 1,000 feet of saline water, except when dewatering water with a chloride concentration of greater than 1,000 milligrams per liter;
 4. No dewatering shall occur within 100 feet of a wastewater treatment plant rapid-rate land application system permitted under Part IV of Chapter 62-610, F.A.C.;
 5. No dewatering shall occur within 1,000 feet of a known landfill or contamination; and,
 6. No dewatering shall occur within 1,000 feet of a freshwater wetland unless dewatering activities are completed within 60 days.
 7. All dewatering operations are subject to the Permit Conditions in Section 5.0 of the SFWMD APPLICANT'S HANDBOOK FOR WATER USE PERMIT APPLICATIONS (07-16-2014), including responsibility for mitigating any harm that may occur as a result of the dewatering to existing legal uses, off-site land uses, or natural resources.
- B. The Contractor shall apply for a dewatering permit through the SFWMD if any of the above conditions cannot be met.

3.16 DEMOLITION

- A. Limits of demolition which may be shown in the Contract Documents are general in nature. Actual limits of demolition shall be as determined by the field conditions in conformance with the requirements of the Work.
- B. All sidewalks within the limits of construction which are not ADA compliant (cross-slopes which exceed 2% and/or running slopes which exceed 5% and/or changes in level of $\frac{1}{4}$ " or greater) shall be demolished and reconstructed to meet these requirements.
- C. When sidewalk tie-ins exist outside the limits of construction which are not ADA compliant, the Contractor shall replace those sections as directed by the Owner.

END OF SECTION

Exhibit "A"

SECTION 01021

OWNER CONTINGENCY ALLOWANCES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section provides for administrative procedures for the Contractors utilization of monetary amounts for Owner contingency allowances when contained in the Contract Sum or Total Base Bid.
- B. The Contractor has included in the Contract Price all Allowances so named in the Contract Documents and Shall cause the Works so covered to be performed for such sums and by such person or entities as may be acceptable to Owner and Engineer.
- C. The contractor agrees that an Allowance, if any, is for the sole use of Owner to cover unanticipated or undetermined costs.
- D. All owner Allowances which remain unused, in whole or in part, remain the property of the Owner.

1.02 RELATED SECTIONS

- A. Section 01025 – Measurement and Payment.
- B. Section 01152 – Application for Payment
- C. Section 01310 - Construction Schedules.
- D. Section 01340 – Shop Drawings, Working Drawings and Samples
- E. Section 03740 - Repair of Damaged Concrete
- F. Other Sections as Applicable.

1.03 SCHEDULE OF ALLOWANCES

- A. Refer to Bid Form.

1.04 PROCEDURES FOR ADMINISTRATION OF ALLOWANCES.

- A. Funds will only be drawn from Owner contingency allowances by Change Order.
- B. Costs shall be as represented in the Unit Price Schedule or Unit Price Bid Form.
- C. Payment shall be as represented in Section 01025 – Measurement for Payment.

1.05 COST INCLUDED IN PERMITTING ALLOWANCES

- A. Cost of the permit application fee determined by the agency at the time of the Contractor's submittal. All other costs associated with obtaining the required permits shall be the responsibility of the Contractor.

1.06 COSTS INCLUDED IN ALLOWANCES

- A. Cost of product to Contractor, less applicable trade discounts.
- B. Delivery to site, products handling at site, including unloading, uncrating, and storage.
- C. Applicable taxes unless covered by Owner Furnished Equipment clause.

Exhibit "A"

- D. Protection of products from elements and from damage.
- E. Labor, insurance, payroll, bonding, equipment rental and installation and finishing, except when installation is specified as part of allowance.
- F. Other expenses required to complete installation.
- G. Contractor field and home office overhead and profit.

1.07 CONTRACTOR RESPONSIBILITIES

- A. Promptly notify Engineer of any reasonable objections from supplier.
- B. On notification of selection, execute purchase agreement with designated supplier.
- C. Arrange for process shop drawings, product data, and samples.
- D. Arrange for delivery. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- E. Install, adjust, and finish products.
- F. Provide warranties for products and installation.

1.08 CORRELATION WITH CONTRACTOR SUBMITTALS

- A. Schedule shop drawings, product data, samples, and delivery dates, in Progress Schedule for products selected under allowances.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Exhibit "A"

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section includes administrative and procedural requirements for determining Work completed under the unit price contract.

1.02 RELATED SECTIONS

- A. Section 01152 – Applications for Payment
- B. Section 01370 – Schedule of Values
- C. Other Sections as applicable.

1.03 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)
- B. Occupational Safety and Health Act (OSHA)
- C. American Society of Mechanical Engineers (ASME)
- D. American Institute of Steel Construction (AISC)
- E. American Waterworks Association (AWWA)
- F. American Welding Society (AWS)
- G. Underwriters Laboratories (UL)
- H. National Electric Code (NEC)
- I. Steel Structures Painting Council (SSPC)

1.04 GENERAL REQUIREMENTS

- A. Prices shall include all costs required for the completed, in-place construction of the specified unit of work. This may include but not be limited to, materials and delivery; cost of installation; incidentals; labor including social security, insurance, and other required fringe benefits; workman's compensation insurance; bond premiums; rental of equipment and machinery; taxes; testing; surveys; incidental expenses; and supervision.
- B. Installation, acceptance and payment shall be in accordance with the REFERENCE STANDARDS.
- C. The Owner reserves the right to reject the Contractor's measurement of completed work that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.
- D. Contract Sum adjustments will be by Change Order on basis of net accumulative change for each unit price category.

Exhibit "A"

- E. Except as otherwise specified, unit prices shall apply to both deductive and additive variations of quantities.
- F. Lump sum and unit prices in the Agreement shall remain in effect until date of final completion of the entire Work.
- G. Partial payment for material and equipment properly stored and protected will be made in accordance with requirements of the General Conditions.
- H. No separate payment will be made for Record Drawings.
- I. Abbreviations:
 - 1. Acre - AC
 - 2. Allowance - AL
 - 3. Cubic Yard - CY
 - 4. Each - EA
 - 5. Furnish and Install - F & I
 - 6. Gallons - GA
 - 7. Gross Mile - GM
 - 8. Linear Feet – LF
 - 9. Lump Sum - LS
 - 10. Million Gallons – MG
 - 11. Net Mile - NM
 - 12. Square Foot – SF
 - 13. Square Yard – SY
 - 14. Ton - TN

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 MEASUREMENT AND PAYMENT

- A. Payment shall constitute full compensation and will be made as indicated in the RELATED SECTIONS.
- B. The Contractor shall submit a Schedule of Values for Engineer approval in accordance with Section 01370 prior to the first Application for Payment.
 - 1. The Schedule of Values shall include Lump Sum prices or Measured quantities for each pay item broken down from the Bid Items, subject to approval by the Owner.
- C. The quantity approved for payment shall be either:

Exhibit "A"

1. Percentage of the Lump Sum Price - A percentage of the Lump Sum Price equivalent to the percentage of the project completion as determined by the Engineer as of the date of the pay request submitted. The percent completion of the project shall be based on the percent of the total project actually constructed and not on the percent of the Contract price completed.
2. Measured Quantities - The actual quantities in-place and accepted as measured by the Engineer on the date of the pay request submitted in the units specified in the bid form or schedule of values.

3.02 PROTECTION

- A. Where pavement, pipes, valves, appurtenances, trees, shrubbery, fences, other property, or structures are in proximity to the WORK, adequate protection shall be provided. Such protection is considered incidental to construction and shall not be assigned to any pay item.

3.03 RESTORATION

- A. Where pavement, pipes, valves, structures, appurtenances, trees, shrubbery, fences, other property or structures not designated as pay items, have been damaged, removed or disturbed by the Contractor, whether deliberately or through failure to carry out the requirements of the Contract Documents, state laws, municipal ordinances or the specific direction of the Engineer, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor to a condition equal to that before work began within a time frame approved by the Engineer. Such restoration is considered incidental to construction and shall not be assigned to any pay item.

PART 4 - BID ITEMS

4.01 BID ITEM NO. 1 - MOBILIZATION AND DEMOBILIZATION

- A. Payment shall be made as percentage of the Lump Sum Price.
- B. The Lump Sum Price shall include compensation for all labor, materials, equipment, and all other incidents required for all temporary facilities, transportation, communications, office, maintenance and other pre- or post- construction expenses necessary for the start or cessation of the work at Water Treatment Unit B.
- C. The Lump Sum Price shall exclude the cost for construction material and installation.
- D. No further payment shall be made for remobilization unless all the work is suspended by the owner for a period in excess of three months and through no fault to the Contractor.
- E. The Lump Sum Price shall not exceed five percent (5%) of the contract price.

4.02 BID ITEM NO. 2 - RENOVATION OF TREATMENT UNIT B.

- A. The Lump Sum Price shall include, but not be limited to, all work for removal and replacement of all components in accordance with the Contract Documents including, but not limited to, Radial Launderers, Radial Discharge launders, Collector launder/ Annular ring, effluent pocket, bottom flushing system piping and nozzles, hood and

Exhibit "A"

hood support structure, sludge concentrator gates, rotor impeller, inlet pipe, chemical feed piping, inner draft tubes, floor drain cover, columns, install new inlet channel manway's, cross bracing, temporary supports, additional hatches etc. This item shall include all submittals, permitting, site preparation, demolition, installation, tie-ins, supports, engineering, coordination with Owner's Operations, successful testing, startup and commissioning and manufacturer's field services for Treatment Unit B.

4.03 BID ITEM NO. 3 - SURFACE PREPARTION AND PAINTING .

- A. The Lump Sum Price shall include, but not be limited to, all work in accordance with the Contract Documents for the complete surface preparation, painting and clean-up of the interior of Treatment Unit B and sludge valves below. This item shall include all permitting, site preparation, demolition, installation, tie-ins, pipe supports, coordination with Owner's Operations, submittals, testing and painting manufacturer's field services for the Treatment Unit B.

4.04 BID ITEM NO. 4 – ELECTRICAL RENOVATION

- A. The Lump Sum Price shall include but not be limited to, all work in accordance with the Contract Documents related to the removal and replacement of all electrical conduit, wiring, and electrical accessories, such as switches, outlets, junction boxes, etc., on top of Unit B and sludge valves below. This item shall include submittals, demolition and disposal, installation, parts and labor.

4.05 BID ITEM NO. 5 - UNIT C STAIR ACCESS.

- A. The Lump Sum Price shall include, but not be limited to, all work in accordance with the Contract Documents associated with Unit C stair access with complete design and installation. This item shall include all design, permitting, site preparation, tie-ins, coordination with Owner's Operations, commissioning, submittals and professional engineering services.

END OF SECTION

Exhibit "A"

SECTION 01045

CUTTING AND PATCHING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Contractor shall be responsible for all cutting, fitting and patching required to complete the work or to:
 - 1. Make its several parts fit together properly.
 - 2. Uncover portions of the Work to provide for installation of ill-timed work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to requirements of Contract Documents.
 - 5. Remove samples of installed work as specified for testing.
 - 6. Investigate subsurface conditions or utilities.

1.02 RELATED SECTIONS

- A. Section 01010 - Summary of Work
- B. Section 01015 – General Requirements
- C. Other Sections as applicable.

1.03 SUBMITTALS

- A. Submit a written request to the Engineer in advance of executing any cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the Project.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the Project.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration or excavation.
 - 4. Effect on work of Owner or any separate contractor, or on structural or weatherproof integrity of Project.
 - 5. Description of proposed work:

Exhibit "A"

- a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be redone.
6. Alternatives to cutting and patching.
7. Cost proposal, when applicable.
8. Written permission of any separate contractor whose work will be affected.
9. Submit written notice to the Engineer designating the date and the time work will be uncovered.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Comply with specifications and standards for each specific project involved.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting or patching.
- B. After uncovering work, inspect conditions affecting installation of Products, or performance of work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for that portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute cutting methods which will prevent settlement or damage to other work.
- C. Employ original Installer or Fabricator to perform cutting and patching for:
 1. Weather-exposed or moisture-resistant surfaces.
 2. Sight-exposed finished surfaces.

Exhibit "A"

- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed Work in accord with requirements of Contract Documents.
- F. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

END OF SECTION

Exhibit "A"

SECTION 01046

MODIFICATIONS TO EXISTING STRUCTURES, PIPING AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Furnish all labor, materials, equipment and incidentals required to modify, alter and convert existing structures as shown or specified and as required for the installation of new mechanical equipment, piping and appurtenances. Existing piping and equipment shall be removed, abandoned or dismantled as necessary for the performance of the work.

1.02 RELATED SECTIONS

- A. Section 01045 - Cutting and Patching
- B. Section 01310 - Construction Scheduling
- C. Section 03300 - Cast-In-Place Concrete
- D. Other Sections as applicable.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor shall cut, repair, reuse, excavate, demolish or otherwise remove parts of the existing structures or appurtenances, as indicated on the Contract Drawings, herein specified, or necessary to permit completion of the work under this Contract.
- B. The above work shall include the cutting of grooves and chases in existing masonry to permit the proper bonding of new masonry to old, repainting of existing masonry, the drilling of holes into bolts, or other appurtenances, and the cutting of holes in masonry for the installation of pipe, conduits, and other appurtenances. The work shall include all necessary cutting and bending of reinforcing steel, structural steel, or miscellaneous metal work found embedded in the existing structures.
- C. Blasting with explosives will not be permitted to complete any work under this Contract. Care shall be taken not to damage any part of existing buildings, foundations and exterior structures both below and above ground.
- D. No existing structure, equipment, or appurtenance shall be shifted, cut, removed, or otherwise altered except with the express approval of and to the extent approved by the Engineer.
- E. When removing materials or portions of existing structures and when making openings in walls and partitions, the Contractor shall take all precautions and use all necessary barriers and other protective devices so as not to damage the structures or

Exhibit "A"

contents by falling or flying debris and not to damage the structures from excavation or undermining of existing structural supports, beams, footings, columns or any structural member.

- F. Materials and equipment removed in the course of making alterations and additions shall remain the property of the Owner, except that items not salvageable, as determined by the Engineer and the Owner shall become the property of the Contractor to be disposed of by him off the site of the work at his own place of disposal. The Contractor shall assist the Owner in loading and hauling of salvageable materials within the City limits of the project.
- G. All work of altering existing structures shall be done at such time and in such manner as will comply with the approved time schedule. So far as possible before any part of the work is started, all tools, equipment, and materials shall be assembled and made ready so that the work can be completed without delay.
- H. All workmanship and new materials involved in constructing the alterations shall conform to the General Specifications for the classes of work insofar as such specifications are applicable.
- I. All cutting of existing masonry or other material to provide suitable bonding to new work shall be done in a manner to meet the requirements of the respective section of these specifications covering the new work. When not covered, the work shall be carried on in the manner and to extent directed by the Engineer.
- J. Where holes in existing masonry are required to be sealed, unless otherwise herein specified, they shall be sealed with cement mortar or concrete. The sides of the openings shall be provided with keyed joints and shall be suitably roughened to furnish a good bond and make a watertight joint. All loose or unsound material adjacent to the opening shall be removed and, if necessary, replaced with new material. The method of placing the mortar seal shall provide a suitable means of releasing entrapped air.
- K. Surfaces of seals visible in the completed work shall be made to match as nearly as possible the adjacent surfaces.
- L. Non-shrink grout shall be used for setting wall castings, sleeves, leveling pump bases, doweling anchors into existing concrete, and elsewhere as shown.
- M. Operating equipment shall be thoroughly cleaned and then lubricated and greased for protection during prolonged storage.
- N. The Contractor shall provide flumes, hoses, piping, etc. to divert or provide suitable plugs, bulkheads or other means to hold back the flow of wastewater, water or other liquids, all as required in the performance of the work under this Contract.

3.02 SALVAGE

- A. Any existing equipment or material, including but not limited to, motors, electrical components or controls, pipe, fittings, couplings, etc., which is removed or replaced as a result of construction under this project may be designated as salvage by the Engineer or Owner, and if so, shall be removed or excavated, if necessary, and

Exhibit "A"

delivered to the Owner at a location directed by the Owner. Any equipment or material not worthy of salvaging, as directed by the Owner, shall be disposed of by the Contractor at a suitable location.

3.03 CONNECTING TO EXISTING PIPING AND EQUIPMENT

- A. The Contractor shall verify exact location, material, alignment, joint, etc. of existing piping and equipment prior to making the connections called out in the Drawings. The verifications shall be performed with adequate time to correct any potential alignment or other problems prior to the actual time of connection.
- B. The Contractor shall dismantle and remove all existing equipment, piping and other appurtenances required, he shall cut existing pipelines for the purpose of making connections thereto. Anchor bolts for equipment and structural steel removed shall be cut off one inch below the concrete surface. Surface shall be finished as specified in Division 3.
- C. At the time that a new connection is made to an existing pipeline, additional new piping, extending to and including the most convenient new valve, shall be installed.
- D. Where necessary or required for the purpose of making connections, the Contractor shall cut existing pipe lines in a manner to provide an approved joint. Where required, he shall weld beads, flanges or provide Dresser Couplings, all as specified and required.

END OF SECTION

Exhibit "A"

SECTION 01050

FIELD ENGINEERING AND SURVEYING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Provide and pay for field engineering and surveying services required for Project as follows:
 - 1. Surveying work required for the lay-out and execution of Work.
 - 2. Surveying work required to identify and maintain existing control points, bench marks and property line corners.
 - 3. Surveying work required to verify existing utility locations.
 - 4. Surveying work as required to create Project Record Documents.
 - 5. Civil, structural, or other professional engineering services specified, or required to execute the Contractor's construction methods.
 - 6. Testing, sampling, calibrating and training services specified, or required to execute the Contractor's construction methods including soils, concrete, material, etc.

1.02 RELATED SECTIONS

- A. Section 01410 – Materials and Installation Testing
- B. Other Sections as applicable.

1.03 QUALIFICATIONS OF PROFESSIONAL

- A. Florida Registered Professional Surveyor and Mapper, acceptable to the Owner and the Engineer.
- B. Florida Registered Professional Engineer(s) of the specialty required for on the Project, acceptable to the Owner and the Engineer.

1.04 SURVEY REFERENCE POINTS

- A. Horizontal and vertical control points for the Project are to be established by the Engineer and provided to the Contractor.
- B. Locate and protect control points prior to starting work, and preserve all permanent reference points during construction.
 - 1. Make no changes or relocations without prior written notice to the Engineer.
 - 2. Report to the Engineer when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
 - 3. Require surveyor to replace project control points which may be lost or destroyed.

Exhibit "A"

- a. Establish replacements based on original survey control.

1.05 PROJECT SURVEY REQUIREMENTS

- A. Establish a minimum of two temporary bench marks on site, referenced to data by survey control points.
 - 1. Record locations, with horizontal and vertical data, on Project Record Documents.
- B. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means:
 - 1. Site Improvements
 - a. Line and grade of pipe and structure installation; top of pipe, invert, slope, etc.
 - b. Grading for fill and topsoil placement, roadway sub-base and base installation.
 - 2. Controlling lines and levels required for all trades.
- C. From time to time, verify layouts by same methods.

1.06 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses in accordance with Section 01720.

1.07 SUBMITTALS

- A. Submit name and address of Professional Surveyor and Mapper or Professional Engineer to the Engineer.
- B. On request of the Engineer, submit documentation to verify accuracy of field engineering work.
- C. Submit certificate signed by registered surveyor certifying that elevations and locations of improvements are in conformance, or non-conformance, with Contract Documents.
- D. Submit Project Record Documents in accordance with Section 01720.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 ADVANCE INVESTIGATIONS

- A. The Contractor shall be responsible for uncovering and exposing existing utilities sufficiently in advance of pipe laying operations to confirm elevation, size, material and clearance separation(s). If, upon excavation, an existing utility is found to be in conflict with the proposed construction or be of a size or material different from what is shown on the plans, the Contractor shall immediately notify the Engineer, who will in turn prepare a recommendation. Failure of the Contractor to perform the advance investigation shall not relieve it of any claims for delay or damages.

Exhibit "A"

END OF SECTION

Exhibit "A"

SECTION 01090

REFERENCES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. 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 that the WORK is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the drawings shall be waived because of any provision of, or omission from, said standards or requirements.
- B. 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 assignments 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. 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 the following documents to the extent that the provisions of such documents are not in conflict with the requirements of these Specifications nor the applicable codes.
- B. References herein to "Building Code" or "Code" shall mean the Florida Building Code. The latest edition of the code as approved and used at the local agency having jurisdiction, shall apply to the WORK herein, including, all addenda, modifications, amendments, or other lawful changes thereto.
- C. In case of conflicts between codes, reference standards, drawings and other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER for clarifications and directions prior to ordering or providing any materials or labor. The CONTRACTOR shall bid 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 portion of those referenced codes, standards, and specifications listed

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herein; except, that wherever references to "Standard Specifications" are made, the provisions therein for measurement and payment shall not apply.

- E. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations, 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.

1.03 TRADE NAMES AND ALTERNATIVES

- A. For convenience in designation in the Contract Documents, materials to be incorporated in the WORK may be designated under a trade name or the name of a manufacturer and its catalog information. The use of alternative material which is equal in quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:
 - 1. The burden of proof as to the quality and suitability of such alternative equipment, products, or other materials shall be upon the CONTRACTOR.
 - 2. The ENGINEER will be the sole judge as to the comparative quality and suitability of such alternative equipment, products, or other materials and its decisions shall be final.
 - 3. Base Bid requirements outlined in the Supplement to Bid Form, shall supersede any language contained hereinafter.
- B. Whenever in the Contract Documents the name or the name and address of the manufacturer or distributor is given for a product or other material, or if any other source of a product or material is indicated therefore, such information is given for the convenience of the CONTRACTOR only, and no limit, restriction, or direction is indicated or intended thereby, nor is the accuracy or reliability of such information guaranteed. It shall be the responsibility of the CONTRACTOR to determine the accurate identity and location of any such manufacturer, distributor, or other source of any product or material called for in the Contract Documents.
- C. The CONTRACTOR may offer any material, process, or equipment which it considers equivalent to that indicated. Unless otherwise authorized in writing by the ENGINEER, the substantiation of offers of equivalency must be submitted within 30 days after execution of the Agreement. The CONTRACTOR, at its sole expense, shall furnish data concerning items it has offered as equivalent to those specified. The CONTRACTOR shall have the material as required by the ENGINEER to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the items will fulfill its intended function. Installation and use of a substitute item shall not be made until accepted by the ENGINEER. If a substitute offered by the CONTRACTOR is found to be not equal to the specified material, the CONTRACTOR shall furnish and install the specified material.
- D. The CONTRACTOR'S attention is further directed to the requirement that failure to submit data substantiating a request for the substitution of an "or equal" item within

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said 30-day period after the execution of the Agreement, shall be deemed to mean that the CONTRACTOR intends to furnish one of the specific brand-named products named in the specification, and the CONTRACTOR does hereby waive all rights to offer or use substitute products in each such case. Wherever a proposed substitute product has not been submitted within said 30-day period, or wherever the submission of a proposed substitute product fails to meet the requirements of the specifications and an acceptable resubmittal is not received by the ENGINEER within said 30-day period, the CONTRACTOR shall furnish only one of the products originally-named in the Contract Documents.

1.04 ABBREVIATION

- 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 acronyms or abbreviation only. As a guide to the user of these specifications, the following acronyms and abbreviations which may appear in these specifications shall have the meanings indicated herein.

1.05 ABBREVIATIONS AND ACRONYMS

- A. Abbreviations and acronyms contained in the Contract Documents may include, but not be limited to, the following:

AAMA Architectural Aluminum Manufacturer's Association

AAR Association of American Railroads

AASHTO American Association of the State Highway and Transportation Officials

AATCC American Association of Textile Chemists and Colorists

ACI American Concrete Institute

ACPA American Concrete Pipe Association

ACPPA American Concrete Pressure Pipe Association

AFBMA Anti-Friction Bearing Manufacturer's Association, Inc.

AGA American Gas Association

AGC Associated General Contractors

AGMA American Gear Manufacturer's Association

AHAM Association of Home Appliance Manufacturers

AI The Asphalt Institute

AIA American Institute of Architects

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AISC	American Institute of Steel Construction
ISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Movement and Control Association
ANS	American Nuclear Society
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	Acoustical Society of America
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASPE	American Society of Plumbing Engineers
ASQC	American Society for Quality Control
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

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BBC	Basic Building Code, Building Officials and Code Administrators International
BHMA	Builders Hardware Manufacturers Association
CBM	Certified Ballast Manufacturers
CEMA	Conveyors Equipment Manufacturers Association
CGA	Compressed Gas Association
CLPCA	California Lathing and Plastering Contractors Association
CLFMI	Chain Link Fence Manufacturers Institute
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
DCDMA	Diamond Core Drill Manufacturers Association
DIPRA	Ductile Iron Pipe Research Association
EIA	Electronic Industries Association
ETL	Electrical Test Laboratories
HI	Hydraulic Institute
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IME	Institute of Makers of Explosives
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization

Exhibit "A"

ITE	Institute of Traffic Engineers
MBMA	Metal Building Manufacturers Association
MPTA	Mechanical Power Transmission Association
MTI	Marine Testing Institute
NAAM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NGLI	National Grease Lubricating Institute
NMA	National Microfilm Association
NRCA	National Roofing Contractors Association
NWMA	National Woodwork Manufacturers Association
NWWA	National Water Well Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Precast Concrete Institute
PDI	Plumbing and Drainage Institute
RIS	Redwood Inspection Service
RVIA	Recreational Vehicle Industry Association
RWMA	Resistance Welder Manufacturers Association
SAE	Society of Automotive Engineers

Exhibit "A"

SAMA	Scientific Apparatus Makers Association
SBC	Southern Building Code Congress International, Inc. (SBCCI)
SIS	Swedish Standards Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association
SPR	Simplified Practice Recommendation
SSBC	Southern Standard Building Code, Southern Building Code Congress
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
TAPPI	Technical Association of the Pulp and Paper Industry
TFI	The Fertilizer Institute
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
USGS	United States Geological Survey
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WIC	Woodwork Institute of California
WPCF	Water Pollution Control Federation
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Exhibit "A"

SECTION 01152

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

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

1.02 RELATED SECTIONS

- A. Section 01050 - Field Engineering
- B. Section 01370 - Schedule of Values
- C. Section 01700 - Contract Close Out
- D. Other Sections as applicable.

1.03 FORMAT AND DATA REQUIRED

- A. Submit applications typed on forms provided by the Owner (or forms provided by Contractor and agreed to by Owner), Application for Payment, with itemized data typed on 8 1/2 inch x 14 inch white paper and continuation sheets.
- B. Payment forms shall show significant detail to substantiate request. Additional detail may be required by the Engineer.

1.04 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of Contract firm.
- B. Continuation Sheets:
 - 1. Fill in total list of scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
 - a. Round off values to nearest dollar, or as specified.
 - 3. List each Change Order Number, and description, as for an original component item or work.

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1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the Owner or the Engineer requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying:
 - 1. Project
 - 2. Application number and date
 - 3. Detailed list of enclosures
 - 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
 - c. Copy of material invoice.
 - d. Address of location where item is stored
 - e. Photographs of item (if requested)
- B. Submit one copy of data cover letter for each copy of application.
- C. As a prerequisite for payment, Contractor is to submit the following:
 - 1. a "Surety Acknowledgment of Payment Request" letter showing amount of progress payment which the Contractor is requesting,
 - 2. updated record drawings for review by the Engineer,
 - 3. updated construction schedule for review by the Engineer,
 - 4. construction photographs.

1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in Application form as specified for progress payments.
- B. Provide FINAL COMPLETION documentation for the final statement of accounting as specified in Section 01700 - Contract Closeout.
- C. Submit final record drawings.

1.07 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to the Engineer at the times stipulated in the Agreement.
- B. Number: Five copies of each Application.
- C. When the Engineer finds Application properly completed and correct, he will transmit certificate of payment to Owner, with copy to Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Exhibit "A"

SECTION 01200

PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Engineer shall schedule and administer preconstruction meetings, periodic progress meetings, and specially called meetings throughout the progress of work. The Engineer shall:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record in writing the minutes; include significant proceedings and decisions.
 - 5. Record the meeting with an audio recording device.
 - 6. Reproduce and distribute copies of minutes within five working days after each meeting:
 - a. To participants in the meeting.
 - b. To parties affected by decisions made at the meeting.
- B. Representatives of contractors, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. The Contractor shall attend meetings to ascertain that work is executed consistent with Contract Documents and construction schedules.

1.02 RELATED SECTIONS

- A. Section 01310 - Construction Schedules.
- B. Section 01340 - Shop Drawings, Working Drawings, and Samples.
- C. Other Sections as applicable.

1.03 PRECONSTRUCTION MEETING

- A. Schedule a preconstruction meeting no later than 15 days after date of Notice to Proceed.
- B. Location: A central site, convenient for all parties designated by the Owner.
- C. Attendance:
 - 1. Owner's Representative.
 - 2. Engineer and his Professional Consultants.
 - 3. Resident Project Representative.
 - 4. Contractor's Superintendent.

Exhibit "A"

5. Major Subcontractors.
6. Major Suppliers.
7. Utilities.
8. Others as appropriate.

D. Suggested Agenda:

1. Distribution and discussion of:
 - a. List of major subcontractors and suppliers.
 - b. Projected Construction Schedule.
2. Critical work sequencing/critical path scheduling.
3. Major equipment deliveries and priorities.
4. Project Coordination.
 - a. Designation of responsible personnel.
5. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payments.
6. Adequacy of Distribution of Contract Documents.
7. Procedures for maintaining Record Documents.
8. Use of Premises:
 - a. Office, Work and Storage Areas.
 - b. Owner's Requirements.
9. Construction facilities, controls and construction aids.
10. Temporary Utilities.

1.04 PROGRESS MEETINGS

- A. Schedule regular periodic meetings. The progress meetings will be held as required by progress of the work.
- B. Hold called meetings as required by progress of the work.
- C. Location of the meetings: Project field office of the Contractor or Engineer.
- D. Attendance:
 1. Engineer, and his professional consultants as needed.
 2. Subcontractors as appropriate to the agenda.

Exhibit "A"

3. Suppliers as appropriate to the agenda.
4. Others as appropriate.
- E. Suggested Agenda:
 1. Review, approval of minutes of previous meeting.
 2. Review of work progress since previous meeting.
 3. Field observations, problems and conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off site fabrication, delivery schedule.
 6. Corrective measures and procedures to regain projected schedule.
 7. Revisions to Construction Schedule.
 8. Progress, schedule, during succeeding work period.
 9. Coordination of schedules.
 10. Review submittal schedules; expedite as required.
 11. Maintenance of quality standards.
 12. Pending changes and substitutions.
 13. Review proposed changes for:
 - a. Effect on Construction Schedule and on a completion date.
 - b. Effect on other contracts of the Project.
 14. Other business.
 15. Construction schedule.
 16. Critical/long lead items.
- F. The Contractor is to attend progress meetings and is to study previous meeting minutes and current agenda items, in order to be prepared to discuss pertinent topics such as deliveries of materials and equipment, progress of work, etc.
- G. The Contractor is to provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Exhibit "A"

SECTION 01310

CONSTRUCTION SCHEDULES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Promptly after Award of the Contract and within ten days after the effective date of the Agreement, prepare and submit to the Engineer a Critical Path Method (CPM) construction schedule for the work, with sub-schedules of related activities which are essential to its progress.
- B. Submit revised progress schedules on a monthly basis.
- C. No partial payments shall be approved by the Engineer until there is an approved up to date construction progress schedule on hand.
- D. The Contractor shall designate an authorized representative of his firm who shall be responsible for development and maintenance of the schedule and of progress and payment reports. This representative of the Contractor shall have direct project control and complete authority to act on behalf of the Contractor's schedule.

1.02 RELATED SECTIONS

- A. Section 01010 - Summary of Work
- B. Section 01152 - Applications for Payment
- C. Section 01200 - Project Meetings
- D. Section 01340 - Shop Drawings, Working Drawings and Samples
- E. Other Sections as applicable.

1.03 FORM OF SCHEDULES

- A. Prepare schedules for submittal each month with pay request. The form of the schedule is to be Microsoft Project or approved equal. The Schedule is to indicate work completed to date and additions to or deletions from the schedule.
 - 1. Provide separate horizontal bar for each trade or operation within each structure or item.
 - 2. Horizontal time scale: In weeks from start of construction and identify the first work day of each month.
 - 3. Scale and spacing: To allow space for notations and future revisions.
- B. Format of listings: The chronological order of the start of each item of work for each structure.
- C. Identification of listings: By major specification section numbers as applicable and structure.

1.04 CONTENT OF SCHEDULES

- A. Construction Progress Schedule:

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1. Show the complete sequence of construction by activity.
 2. Show the dates for the beginning of, and completion of, each major element of construction in no more than a two week increment scale. Specifically list, but not limited to:
 - a. Receiving Materials
 - b. Pipeline Installations
 - c. Testing
 - d. Restoration
 - e. Startup
 - f. Record Drawings
 - g. Permit Close-out
 - h. Punch List
 - i. Owner Activities, Including Inspections
 1. Show projected percentage of completion for each item, as of the first of each month.
 2. Show projected dollar cash flow requirements for each month of construction.
 3. Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints, and extended activity times are prohibited, and use of float time disclosed or implied by use of alternate float-suppression techniques shall be shared to proportionate benefit of the Owner and Contractor.
 4. Pursuant to above float-sharing requirement, no time extensions will be granted nor delay damages paid until a delay occurs which (i) impacts Project's critical path, (ii) consumes available float or contingency time, and (iii) extends work beyond contract completion date.
 5. If the Contractor provides an accepted schedule with an early completion date, the Owner reserves the right to reduce the duration of the work to match the early completion date by issuing a deductive Change Order at no change in Contract Price.
- B. Submittal Schedule for Shop Drawings and Samples in accordance with Section 01340. Must show:
 1. The dates for Contractor's submittals.

Exhibit "A"

2. The dates submittals will be required for owner furnished products, if applicable.
3. The dates approved submittals will be required from the Engineer.
4. A list of all long lead items (equipment, materials, etc).

1.05 PROGRESS REVISIONS

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

1.06 SUBMISSIONS

- A. Submit initial schedules to the Engineer within 10 days after the effective date of the Agreement.
 1. The Engineer will review schedules and return review copy within 21 days after receipt.
 2. If required, resubmit within 7 days after return of review copy.
- B. Submit a minimum of five (5) copies of revised monthly progress schedules with that month's application for payment.

1.07 DISTRIBUTION

- A. Distribute copies of reviewed schedules to:
 1. Owner (Two copies)
 2. Engineer (Two copies)
 3. Job Site File (One copy)
 4. Subcontractors (As needed)
 5. Other Concerned Parties (As needed)
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedule.

Exhibit "A"

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Exhibit "A"

SECTION 01340

SHOP DRAWINGS, WORKING DRAWINGS AND SAMPLES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The contractor shall submit to the Owner for review, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. The Contractor shall submit five (5) copies of shop drawings or other data to the Owner.
- C. Within thirty (30) calendar days after the effective date of the Agreement, the Contractor shall submit to the Owner a complete list of preliminary data for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specific items. Review of this list by the Owner shall in no way expressed or implied relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- D. The contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and Engineer. This log should include the following items:
 - 1. Submittal-Description and Number assigned.
 - 2. Date to Owner.
 - 3. Date returned to Contractor (from Owner).
 - 4. Status of Submittal (Approved/Resubmit/Rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O & M submittal.

1.02 RELATED SECTIONS

- A. Section 01310 - Construction Schedules
- B. Section 01720 - Project Record Documents
- C. Section 01730 - Operating and Maintenance Data
- D. Other Sections as applicable.

1.03 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Owner for review. Each and every copy of the Drawings and data shall bear Contractor's stamp will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
 - 1. Field measurements
 - 2. Field construction criteria
 - 3. Catalog numbers and similar data
 - 4. Conformance and Specifications
- C. The Contractor shall furnish the Owner a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. Designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed Shop Drawings, Working Drawings and Samples will be needed.
- E. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, approved by the Owner.
- F. The Contractor shall submit to the Engineer all shop drawings, working drawings and samples sufficiently in advance of construction requirements and shall account for Owners Shop Drawing review time accordingly.
- G. The Contractor shall submit two (2) copies of descriptive or product data submittals to complement shop drawings for the Owner plus the number of copies which the Contractor requires. The Owner will retain two (2) sets. All blueprint shop drawings shall be submitted with one (1) set of reproducible and four (4) sets of print. The Owner will review the drawings and return to the Contractor the set of marked-up drawings with appropriate review comments.
- H. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the review and Approval by Owner of the necessary Shop Drawings.

1.04 OWNER'S REVIEW OF SHOP DRAWINGS

- A. The Owner's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation. The Owner's review and exception if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown.
- B. The review of drawings and schedules will be general, and shall not be construed:

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1. as permitting any departure from the Contract requirements;
 2. as permitting any departure from the manufactures requirements;
 3. as relieving the Contractor of responsibility for any errors, including details, dimensions and materials;
 4. as approving departures from details furnished by the Owner, except as otherwise provided herein.
- C. If the drawings or schedule as submitted describe variations and/or show a departure from the Contract requirements which Owners finds to be in the interest of the Owner and to be minor as not to involve a change in the Contract Price or time for performance, the Owner may return the reviewed drawings without noting an exception.
- D. When reviewed by the Owner, each of the Shop Drawings will be identified as having received such review being so stamped and dated. Shop Drawings stamped "REJECTED" and with required corrections shown will be returned to the Contractor for correction and resubmittal.
- E. Resubmittals will be handled in the same manner as the first submittals. On resubmittals, the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the Owner on previous submissions. The Contractor shall make any corrections required by the Owner.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Owner.
- G. The Owner will review one submittal and one re-submittal after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- H. When the Shop Drawings have been completed to the satisfaction of the Owner, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Owner.
- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will not be considered "Rejected" until resubmitted.
- J. The Owner shall return Shop Drawing submittals to the Contractor within twenty-one (21) days calendar days from the date the Owner receives them.

1.05 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean Contractor's plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required Shop Drawings as defined above.

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- B. Drawings and schedules shall be checked and coordinated with work of all trades involved, before they are submitted for review by the Owner and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each Shop Drawing, shall have a blank area 3 1/2 inches by 3 1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of work.
 - 6. Specification title and number.
- D. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- F. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, address and telephone number of the manufacturer's representative and service company so that service and spare parts can be readily obtained. In addition, a maintenance and lubrication schedule for each piece of equipment shall be submitted along with each shop drawing submittal.
- G. All manufacturers or equipment supplier who proposes to furnish equipment or products under Divisions 11, 12, 13, 14, 15 and 16 shall submit an installation list to the Owner along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least five (5) years.
- H. Only the Owner will utilize the color "red" in marking Shop Drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Owner two (2) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, piping, electrical system and instrumentation system.

Exhibit "A"

1.06 WORKING DRAWINGS

- A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the Contractor's plans for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false-work; for underpinning; and for such other work as may be required for construction, but does not become an integral part of the project.
- B. Copies of working drawings as noted in subparagraph 1.06A above, shall be submitted to the Owner where required by the Contract Documents or requested by the Owner, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Owner) in advance of their being required for work.
- C. Working drawings shall be signed by a Registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such work, working drawings must have been reviewed without specific exceptions by the Owner, which review will be for general conformance and will not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. The Contractor assumes all risks of error; the Owner and Engineer shall have no responsibility therefore.

1.07 SAMPLES

- A. The Contractor shall furnish, for the approval of the Owner, samples required by the Contract Documents or requested by the Owner. Samples shall be delivered to the Owner as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the Owner.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Full range of color, texture and pattern.
 - 3. A minimum of two samples of each item shall be submitted.
- C. Each sample shall have a label indicating
 - 1. Name of Project
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment Represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any)
 - 6. Location in Project

Exhibit "A"

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.07B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Owner. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.
- E. Approved samples not destroyed in testing shall be sent to the Owner or stored at the site of the work. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which failed testing or were not approved will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Exhibit "A"

SECTION 01370

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Submit to the Owner a Schedule of Values allocated to the various portions of the Work, within 14 days after the effective date of the Agreement.
- B. Upon request of the Owner, support the values with data which will substantiate their correctness.
- C. The Schedule of Values shall be used as the basis for the Contractor's Applications for Payment.

1.02 RELATED SECTIONS

- A. Section 01152 - Applications for Payment
- B. Other Sections as applicable.

1.03 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Present schedule on an 8-1/2 inch x 11 inch white paper; Contractor's standard forms and automated printout will be considered for approval by the Owner upon Contractor's request. Identify schedule with:
 - 1. Title of Project and location
 - 2. Owner and Project number
 - 3. Name and Address of Contractor
 - 4. Contract designation
 - 5. Date of submission
- B. Schedule shall list the installed value of the component parts to include individual equipment, piping, electrical, paving, of the Work (as required) in sufficient detail to serve as a basis for computing values for progress payments during construction and for additions and deletions to the Work.
- C. For the various portions of the Work:
 - 1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
- D. The sum of all values listed in the schedule shall equal the total Contract Sum.
- E. Schedules are subject to Owner's approval wherein additional line item detail may be required.

1.04 OWNERS APPROVAL

- A. The schedule of Values is subjected to the Owner's approval.
 - 1. Additional line item detail may be required.
 - 2. Supporting information may be required.

Exhibit "A"

3. Additional comparison trade bids may be required.

PART 2 - PRODUCTS (NOT USED)

PART 3 - PRODUCTS (NOT USED)

END OF SECTION

Exhibit "A"

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section describes the Contractor minimum responsibilities in meeting the quality requirements of the Contractor Documents.

1.02 RELATED SECTIONS

- A. Section 01050 – Field Engineering and Surveying
- B. Section 01410 – Materials and Installation Testing
- C. Section 02200 – Earthwork
- D. Other Sections as applicable.

1.03 OBSERVATION AT PLACE OF MANUFACTURE

- A. Unless otherwise specified, all products, materials, and time and equipment shall be subject to observation by the Owner at the place of manufacture.
- B. The presence of the OWNER at the place of manufacture however, shall not relieve the Contractor or of the responsibility for furnishing products, materials, and equipment which comply with all requirements of the Design Criteria Package. Compliance is a duty of the Contractor.
- C. The Contractor shall advise the Owner and Engineer promptly upon placing orders for materials and equipment so that arrangements may be made, if desired, for observation before shipment from the place of manufacture.
- D. The Owner may require the contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contractor documents. All costs of this testing and providing statements and certificates shall be subsidiary obligation of the Contractor and no extra charge to the Owner shall be allowed on account of such testing and certification.

1.04 SAMPLING AND TESTING

- A. Unless otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered.
- B. The Owner and the Engineer reserve the right to use any generally accepted system of sampling and testing which will insure the Owner that the quality of the workmanship is in full accord with the Contract Documents.
- C. Any waiver by the Owner of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is

Exhibit "A"

accompanied by a performance bond to assure execution of any necessary corrective or remedial Work, shall not be construed as a waiver of any requirements.

- D. The Owner and the Engineer reserve the right to make independent investigations and tests at any time.
- E. Failure of any portion of the Work to meet any of the requirements of the Design Criteria Package, shall be reasonable cause for the OWNER to require the removal or correction and reconstruction of any such Work at the cost of the Contractor.

1.05 SITE INVESTIGATION AND CONTROL

- A. The Contractor shall verify all dimensions in the field and shall check field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the Work due to its failure to comply with this requirement.
- B. The Contractor shall inspect related and appurtenant work, and shall report in writing to the Owner and the Engineer any conditions that will prevent proper completion of the Work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor at its cost.

1.06 OBSERVATION AND TESTING

- A. The work or actions of the testing laboratory shall in no way relieve the CONTRACTOR of its obligations under the Contract. The laboratory testing work will include such observations and testing required by the OWNER. The testing laboratory will have no authority to change the requirements of the Design Criteria Package, nor perform, accept or approve any of the CONTRACTOR's Work.
- B. The Contractor shall allow the Owner and the Engineer ample time and opportunity for field observation and testing materials and equipment to be used in the Work.
- C. The Contractor shall advise the Owner and the Engineer promptly upon placing orders for materials and equipment so that arrangements may be made, if desired, for observation before shipment from the place of manufacture. The Contractor shall at all times furnish the owner and the Engineer facilities including labor, and allow proper time for inspecting and testing materials, equipment, and workmanship.
- D. The Contractor must anticipate that possible delays may occur in the execution of its work due to the necessity of materials and equipment being inspected and accepted for use. The Contractor shall furnish, at its own expense, all samples of materials required by the Owner and the Engineer for testing, and shall make its own arrangements for providing water, electric power, or fuel for the various observations and tests of structures and equipment.

1.07 RIGHT OF REJECTION

- A. The Owner and the Engineer shall have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the Work at the site.
- B. If the Owner or its representative, through an oversight or otherwise, has accepted materials or work which is defective or which is contrary to the Design Criteria

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Package, such materials, no matter in what stage or condition of manufacture, delivery, or erection, may be subsequently rejected.

- C. The Contractor shall promptly remove rejected articles or materials from the site of the Work after notification of rejection. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 BUOYANCY

- A. The Contractor shall be completely responsible for any tanks, pipelines, manholes, foundations or similar improvements that may become buoyant during the construction operations due to groundwater levels. Should there be any possibility of buoyancy, the Contractor shall take the necessary steps to prevent damage due to floating or flooding, and shall repair or replace said improvements at no additional cost.

3.02 DEVIATION FROM SPECIFICATIONS

- A. If any part of a submittal deviates from the plans and specifications, it is up to the Contractor to indicate such deviation—in writing—to the Engineer, for determination as to acceptance of the deviation. If no deviation is submitted, it is assumed that the Contractor has fully and completely followed the plans and specifications, and that any discrepancy discovered during construction shall be corrected completely at the expense of the Contractor.

3.03 AMERICANS WITH DISABILITIES ACT (ADA)

- A. The Contractor shall make every effort to ensure all concrete work including, but not limited to accessible sidewalks, routes, ramps and curb ramps is compliant with the ADA and Florida Building Code Accessibility.
- B. Prior to and during concrete placement, the contractor shall verify the formwork for compliance. Any and all concrete work which is not compliant shall be removed and replaced at no cost to the Owner.

END OF SECTION

Exhibit "A"

SECTION 01410

MATERIALS AND INSTALLATION TESTING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Contractor shall employ and pay for the services of an independent testing laboratory approved by the Engineer, to perform materials and installation testing of the type and frequency specified in the Contract Documents including, but not limited to, Geotechnical Testing Services and concrete testing.
- B. Geotechnical Testing Services shall include, but not be limited to, periodic site inspections, soil proctor tests, soil classification tests and soil densities or compaction tests.
- C. The engineer may, at any time, elect to have materials and equipment tested for conformity with the Contract Documents.
- D. Contractor shall include cost of testing in the Contract Price.
- E. Piping pressure test and bacteriological testing shall be in accordance with the applicable Section.

1.02 RELATED SECTIONS

- A. Section 01050 – Field Engineering
- B. Section 02200 – Earthwork
- C. Section 03300 – Cast-In-Place Concrete
- D. Other Sections as applicable.

1.03 REFERENCES

- A. FDOT Design Standards.
- B. FDOT Standard Specifications for Road and Bridge Construction.
- C. Broward County Traffic Engineering Division (BCTED) Minimum Standards and the BCTED Pavement Markings & Signs Detail Sheet.

1.04 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory is not authorized to:
 - 1. Release, revoke, alter or enlarge on requirements of Contract Documents
 - 2. Approve or accept any portion of the Work.
 - 3. Perform any duties of the Contractor.

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PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 CONTRACTOR'S RESPONSIBILITIES

- A. Provide all testing required by the Contract Documents as well as laws, ordinances, rules, regulations, orders, or approvals of public authorities.
- B. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.
- C. Cooperate with laboratory personnel, and provide access to Work and to Manufacturer's operations.
- D. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- E. Provide to the laboratory the preliminary design mix proposed to be used for concrete and other materials mixes which require control by the testing laboratory.
- F. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contractor Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- G. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested
 - 2. To obtain and handle samples at the Project site or at the source of the product to be tested
 - 3. To facilitate inspections and tests
 - 4. For storage and curing of test samples
- H. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- I. When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to Contractor's negligence.
- J. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling, and testing required for the Contractor's convenience.
- K. If the Owner requests tests in addition to those specified in the contract, and if the test results indicate the material or equipment complies with the Contract Documents, the Owner shall pay for the cost of the testing laboratory. If the tests and any subsequent retests indicate the materials and equipment fail to meet the requirements of the Contract Documents, the Contractor may pay for the laboratory

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costs directly to the testing firm or the total of such costs shall be deducted from any payments due the Contractor.

- L. The Contractor shall pay costs for additional trips to the project by the agency when scheduled times for tests and inspections are canceled and agency is not notified sufficiently in advance of cancellation to avoid the trip.

3.02 TESTING

- A. The Contractor shall obtain the services of a professional testing laboratory approved by the Engineer to perform the following type of tests and test frequencies. Copies of all reports are to be sent to the Engineer as soon as possible.
- B. Density tests for trench backfill at a minimum rate of three (3) tests per lift in 1,000 feet of trench, but not less than two (2) tests per lift if less than 500 feet of trench, at Engineer's discretion based on field observation.
- C. Density tests for subgrade compaction at a minimum rate of three (3) tests in 1,000 feet of roadway, but not less than two (2) tests, at Engineer's discretion based on field observation.
- D. Density tests for limerock base at a minimum rate of three (3) tests per day on each course of completed compacted base, but not less than two (2), at Engineer's discretion based on field observation.
- E. Density tests for roadway crossings at the rate of one test per lane per lift of compacted material, beginning one foot above the normal water table.
- F. If in the opinion of the Engineer, suitable compaction has not been achieved around structures, density tests may be required.
- G. Concrete compressive strength at the rate of three (3) cylinders per the lesser of 50 cubic yards or per day.
- H. Should the above test results indicate deficiencies, the Engineer may order additional tests at the Contractor's expense, and all reworked areas shall be retested at the Contractor's expense.
- I. Testing in the County right-of-way shall meet the requirements of the Florida Department of Transportation.

END OF SECTION

Exhibit "A"

SECTION 01505

CONTROL OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Contractor shall furnish personnel and equipment which will be efficient, appropriate and a quantity large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the Proposal. If at any time such personnel appear to the Engineer to be inefficient, inappropriate, or insufficient for securing the quality of work required or for producing the rate of progress aforesaid, he may order the Contractor to increase the efficiency, change the character or increase the personnel and equipment, and the Contractor shall conform to such order. Failure of the Engineer to give such order shall in no way relieve the Contractor of his obligations to secure the quality of the work and rate of progress required.

1.02 RELATED SECTIONS

- A. Section 01010 – Summary of Work
- B. Section 01015 – General Requirements
- C. Section 01030 – Special Project Procedures
- D. Other Sections as applicable.

1.03 PIPE LOCATIONS

- A. Pipeline shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 OBSTRUCTIONS

- A. The attention of the Contractor is drawn to the fact that during digging at the Project site, the possibility exists of the Contractor encountering various water, sewer, gas, telephone, electrical, or other lines not shown on the Drawings. The Contractor shall exercise extreme care before and during digging to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, The Contractor shall repair the line at no cost to the Owner.
- B. The Contractor shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.
- C. The Contractor shall verify the exact locations and depths of all utilities shown and the Contractor shall make exploratory excavations of all utilities that may interfere with the work. All such exploratory excavations shall be performed as soon a

Exhibit "A"

practicable after award of the contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's work. When such exploratory excavations show the utility location as shown to be in error, the Contractor shall so notify the Engineer.

- D. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility. Test pits shall be dug at the Contractor's expense, as directed.
- E. The Contractor shall protect all Underground Utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- F. In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the Contractor, be notified by the Owner to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the Engineer a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- G. Where the proper completion of the work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the Contractor shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the Engineer and the owner of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- H. Existing utility lines that are indicated or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the Contractor at the Contractor's expense. Sewer laterals are included.
- I. All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill or other work.
- J. All power, telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and any other cables encountered along the line of the work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Engineer are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The Contractor shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event

Exhibit "A"

such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.05 OPEN EXCAVATIONS

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access to private property during construction shall be removed when no longer required. The length of open trench will be controlled by the particular surrounding conditions but shall always be confined to the limits prescribed by the Engineer. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the Engineer may require special construction procedures such as limiting the length of open trench or prohibiting stacking excavated material in the street, and requiring that the trenches shall not remain open overnight.
- B. The Contractor shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be well lighted at night.

1.06 TEST PITS

- A. Test pits for the purpose of locating underground pipeline or structures in advance of the construction shall be excavated and backfilled by the Contractor at his cost at the direction of the Consultant. Test pits shall be backfilled immediately after their purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the Consultants.

1.07 UTILITY CROSSINGS

- A. It is intended that wherever existing utilities such as service lines must be crossed, deflection of the pipe within recommended limits and cover shall be used to satisfactorily clear the obstruction unless otherwise indicated on the Drawings. However, when in the opinion of the City or Consultant this procedure is not feasible, he may direct the use of fittings.

1.08 SITE CLEANLINESS

- A. Dust Abatement - The Contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The Contractor shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the Engineer.
- B. Rubbish Control - During the progress of the work, the Contractor shall keep the site of the work and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste

Exhibit "A"

materials of any nature occurring at the work site, and shall establish regular intervals of collection and disposal of such materials and waste. The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

C. Sanitation

1. Toilet Facilities - Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.
2. Sanitary and Other Organic Wastes - The Contractor shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Engineer and in accordance with all laws and regulations pertaining thereto.

1.09 RELOCATIONS

- A. The Contractor shall be responsible for the relocation of structures, including but not limited to light poles, signs, sign poles, fences, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid for the project and shall not result in any additional cost to the Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 COOPERATION WITHIN THIS CONTRACT

- A. All firms or persons authorized to perform any work under this Contract shall cooperate with the General Contractor and his subcontractors or trades, and shall assist in incorporating the work of other trades where necessary or required.
- B. Cutting and patching, drilling and fitting shall be carried out where required by the trade or subcontractor having jurisdiction, unless otherwise indicated herein or directed by the Engineer.

3.02 PROTECTION OF CONSTRUCTION AND EQUIPMENT

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed and all portions injured shall be reconstructed by the Contractor at his own expense.

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- B. Further, the Contractor shall take all necessary precaution to prevent damage to any structure due to water pressure during and after construction and until such structure is accepted and taken over by the Owner.

3.03 PRIVATE LAND

- A. The Contractor shall not enter or occupy private land outside of easements, except by written permission of the landowner.

3.04 RESTORATION

- A. Temporary restoration shall be completed within five days of pipe installation. Temporary restoration shall include all driveways, sidewalks and roadways. They shall be swept clean and be maintained free of dirt and dust. All areas disturbed by the construction activities shall be restored to proper grade, cleaned up, including the removal of debris, trash, and deleterious materials. All construction materials, supplies, or equipment, including piles of debris shall be removed from the area. All temporarily restored areas shall be maintained by the Contractor. These areas shall be kept clean and neat, free of dust and dirt, until final restoration operations are completed. The Contractor is responsible to utilize dust abatement operations in the temporarily restored areas as required, to the satisfaction of the Consultant.
- B. Wherever sidewalks or private roads have been removed for purposes of construction, the Contractor shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the Contractor shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.
- C. Final restoration shall be completed within thirty days of pipe acceptance. Final restoration shall include the completion of all required pavement replacement of roadways, driveways, curbs, gutters, sidewalks and other existing improvements disturbed by the construction; final grading, placement of sod, pavement marking, etc., all complete and finished, acceptable to the Consultant.
- D. In order to obtain a satisfactory junction with adjacent surfaces, the Contractor shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with the adjacent undisturbed pavement.
- E. The Contractor shall test an installed section of pipeline within five calendar days from completion of the pipeline. A section of pipe is defined as a pipe section which can be isolated by valves for appurtenances is satisfactorily completed, the Contractor shall provide the Consultant with a "Schedule of Existing Facilities Restoration" which will be reviewed and be acceptable to the Consultant. The schedule shall show the existing facilities to be restored and schedule of beginning and completion dates for each item of restoration. The work for completing the final restoration of existing

Exhibit "A"

facilities for a tested section of work shall be completed within 30 days of acceptance of the pipeline testing.

END OF SECTION

Exhibit "A"

SECTION 01510

TEMPORARY UTILITIES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Furnish, install, and maintain temporary utilities required for construction, remove on completion of work.
- B. Pay all fees associated with temporary utilities including water consumption charges.

1.02 RELATED SECTIONS

- A. Section 01010: Summary of Work
- B. Other Sections as applicable.

1.03 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code.
- B. Comply with Federal, State and Local codes and regulations and with utility company requirements.
- C. Comply with County Health Department and Environmental Regulations.

PART 2 - PRODUCTS

2.01 MATERIALS

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

2.02 TEMPORARY ELECTRICITY AND LIGHTING

- A. Arrange with utility company, provide service required for power and lighting, and pay all costs for service and for power used in the construction, testing and trial operation prior to final acceptance of the work by the Owner.
- B. Install circuit and branch wiring, with the area distribution boxes located so that power and lighting is available throughout the construction by the use of construction type power cords.
- C. Provide adequate artificial lighting for all areas of work when natural light is not adequate to work, and all areas accessible to the public.

2.03 TEMPORARY WATER

- A. Arrange with the CITY to provide water for construction purposes.
- B. Install branch piping with taps located so that water is available throughout the construction by the use of hoses.

Exhibit "A"

- C. C. Install at each and every connection to the Owner water supply a backflow preventer meeting the requirements of ANSI A40.6 and AWWA C511. Contractor shall be required to meter and pay for all water used.

2.04 TEMPORARY SANITARY FACILITIES

- A. Provide sanitary facilities in compliance with laws and regulations.
- B. Service, clean and maintain facilities and enclosures.

PART 3 - EXECUTION

3.01 GENERAL

- A. Maintain and operate systems to assure continuous service.
- B. Modify and extend systems as work progress requires.

3.02 REMOVAL

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

END OF SECTION

Exhibit "A"

SECTION 01530

EXISTING UTILITIES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section provides for specifications related to construction in the vicinity of existing utilities.

1.02 RELATED SECTIONS

- A. Section 01010 – Summary of Work
- B. Section 01015 – General Requirements
- C. Other Sections as applicable.

1.03 CONTRACTOR RESPONSIBILITIES

- A. The term existing utilities shall be deemed to refer to both publicly-owned and privately-owned utilities including, but not limited to, electric power and lighting, telephone, water, gas, storm drains, process lines, sanitary sewers and all appurtenant structures.
- B. Prior to underground construction, the Contractor is required by the Underground Facility Damage Prevention and Safety Act, Chapter 556 FS to contact Sunshine 811, for the location of underground utilities.
- C. Where existing utilities and structures are indicated in the Contract Documents, 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.

1.04 NOTIFICATION OF UTILITY OWNER

- 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 may be present during such excavation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 RESTORATION OF PAVEMENT

- A. General: All paved areas including concrete, asphaltic concrete, berms cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents. All pavements which are subject to partial removal shall be neatly saw-cut in straight lines.
- B. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.
- C. Permanent Resurfacing: In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw-cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.

END OF SECTION

Exhibit "A"

SECTION 01531

PROTECTION OF EXISTING PROPERTY

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The 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 project. 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. In the event of any claims for damage or alleged damage to property as a result of work, 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 RELATED SECTIONS

- A. Section 01015 – General Requirements
- B. Other Sections as applicable.

1.03 PRESERVATION AND RESTORATION

- 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 this project. 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.

1.04 ADJACENT PROPERTY OWNER NOTIFICATION

- A. The Contractor shall prepare a written Notice to Property owners adjacent to the project Work site notifying them of the schedule of work affecting them and anticipated inconveniences they may expect. The notice shall meet the approval of the Engineer and be delivered to property owners at least 72 hours prior to construction adjacent to their property. This notice shall indicate the work to be performed, the time it will take to perform the work, the time when the water service to the property owner will be disrupted.

1.05 BARRICADES, WARNING SIGNS AND LIGHTS

- A. In addition to the requirements of Section 01570 – Traffic Regulation, the Contractor shall provide, erect and maintain as necessary, strong and suitable barricades, danger signs and warning lights for the preservation and protection of property adjacent to

Exhibit "A"

the work site. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise.

1.06 TREES AND LANDSCAPING PROTECTION

- A. General: The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or landscaping in or near the project site, and shall not trim or remove any trees or landscaping unless such trees or landscaping have been approved for trimming or removal by the jurisdictional agency or owner. All existing trees or landscaping which are damaged during construction shall be replaced by the Contractor or a certified tree/landscaping company to the satisfaction of the owner.
- B. Replacement: The Contractor shall immediately notify the jurisdictional agency or owner if any tree or landscaping is damaged by the Contractor's operations. If, in the opinion of the jurisdictional agency or owner, the damage is such that replacement is necessary, the Contractor shall replace the tree or landscaping at its own expense. The tree or landscaping shall be of a like size and variety as the tree or landscaping damaged, or, if of a smaller size, the Contractor shall pay any compensatory payment.
- C. All permit fees associated with the removal and replacement of trees and landscaping damaged or destroyed shall be the responsibility of the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Exhibit "A"

SECTION 01540

SECURITY

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section provides for requirements of security, entry control, personnel identification and miscellaneous restrictions.

1.02 RELATED SECTIONS

- A. Section 01010 - Summary of Work
- B. Other Sections as applicable.

1.03 SECURITY PROGRAM

- A. Protect Work, existing premises and Owner's operations from theft, vandalism and unauthorized entry.
- B. Initiate program in coordination with Owner's existing security system at job mobilization.
- C. Maintain program throughout construction period until Owner occupancy as directed by Engineer.

1.04 ENTRY CONTROL

- A. Restrict entrance of persons and vehicles into project site and existing facilities.
- B. Allow entrance only to authorized persons with proper identification.
- C. Maintain log of workmen and visitors, make available to Owner on request.
- D. Coordinate access of Owner's personnel to site in coordination with Owner's security forces.

1.05 PERSONNEL IDENTIFICATION

- A. All personnel shall wear clothing bearing the company information of which they are employed.
- B. Provide additional security as required by the Owner.
- C. Become familiar with Owner and Engineer representatives and restrict access to job site to these representatives.

PART 2 - PART 2 – PRODUCTS (NOT USED)

PART 3 - PART 3 - EXECUTION (NOT USED)

END OF SECTION

Exhibit "A"

SECTION 01550

SITE ACCESS AND STORAGE

PART 1 - GENERAL

1.01 GENERAL

- A. This section provides general specifications for the contractors' access to the site and limitations on storage or lay-down area.

1.02 RELATED SECTIONS

- A. Section 01015 – General Requirements
- B. Section 01505 – Control of Work
- C. Other Sections as applicable.

1.03 HIGHWAY LIMITATIONS

- A. The Contractor shall make his own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the work.

1.04 TEMPORARY ACCESS RESTORATION

- A. All areas disturbed by the construction activities shall be restored to proper grade, cleaned up, including the removal of debris, trash, and deleterious materials.
- B. Temporary restoration shall include all driveways, sidewalks and roadways. They shall be swept clean and be maintained free of dirt and dust.
- C. All construction materials, supplies, or equipment, including piles of debris shall be removed from the area.
- D. All temporarily restored areas shall be maintained by the Contractor. These areas shall be kept clean and neat, free of dust and dirt, until final restoration operations are completed.
- E. Temporary restoration shall be completed within five days of pipe installation or as specified.
- F. The Contractor is responsible to utilize dust abatement operations in the temporarily restored areas as required, to the satisfaction of the Engineer.
- G. Final restoration shall be completed within thirty days of pipe acceptance. Final restoration shall include the completion of all required pavement replacement of roadways, driveways, curbs, gutters, sidewalks and other existing improvements disturbed by the construction; final grading, placement of sod, pavement marking, etc., all complete and finished, acceptable to the Engineer.
- H. In order to obtain a satisfactory junction with adjacent surfaces, the Contractor shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw

Exhibit "A"

cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with the adjacent undisturbed pavement.

1.05 CONTRACTOR'S WORK AND STORAGE AREA

- A. Contractors on-site work and storage area plan shall be submitted for Owners approval no later than 30 days after NTP.
 - 1. Owner approval of the work area and storage plan is required prior to commencement.
- B. The Contractor shall make his own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Exhibit "A"

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Material and equipment incorporated into the Work.
 - 1. Conform to applicable specifications and standards.
 - 2. Comply with size, make, and type and qualify specified, or as specifically approved in writing by the Engineer.
 - 3. Manufactured and Fabricated Products.
 - a. Design, fabricate, and assemble in accord with the best engineering and shop practices.
 - b. Manufacture like part of duplicate units to standard sizes and gauges, to be interchangeable.
 - c. Two or more items of the same kind shall be identical, by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes, and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
 - 4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 RELATED SECTIONS

- A. Section 01340: Shop Drawings, Product Data, and Samples
- B. Other Sections as applicable.

1.03 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the work without prior approval of the Engineer.
- B. Within 30 days after the effective date of the Agreement, the Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product and to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.07 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, either prior to beginning or during progress of the work, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored, packed, and shipped as

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directed at the Contractor's expense. Except as otherwise noted, the Owner will make arrangements for and pay for the tests.

- D. The Contractor shall submit data and samples sufficiently early to permit work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. In order to demonstrate the proficiency of workmen or to facilitate the choice among several textures, types, finishes, and surfaces, the Contractor shall provide such samples of workmanship or finish as may be required.
- F. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.04 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instruction, obtain, and distribute copies of such instructions to parties involved in the installation, including copies to the Engineer.
 - 1. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition, and adjust products in strict accord with such instructions and in conformity with specified requirements.
 - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
 - 2. Do not proceed with work without clear instructions.
- C. Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.05 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products in accord with construction schedules; coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately upon delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that Products are properly protected and undamaged.
- B. Provide equipment and personnel to handle Products by methods to prevent soiling or damage to Products or packaging.

1.06 STORAGE AND PROTECTION

- A. The Contractor shall furnish a covered, weather-protected storage structure, providing a clean, dry, noncorrosive environment for all mechanical equipment, valves, electrical and instrumentation equipment, and special equipment to be incorporated into this project. Storage of equipment shall be performed to allow easy access and be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including weather/humidity protection, connection of heaters, placing of storage lubricants in equipment, blocking, or skid

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storage, etc. Corroded, damaged, or deteriorated equipment and parts shall be replaced before acceptance of the project.

- B. Store Products in accord with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weather-tight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, to prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- C. All materials and equipment to be incorporated in the work shall be handled and stored by the Contractor before, during, and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.
- D. Cement, sand, and lime shall be stored under a roof, off the ground, and shall be kept completely dry at all times. All structural and miscellaneous steel and reinforcing steel shall be stored off the ground, or otherwise, to prevent accumulations of dirt or grease, and to minimize rusting. Brick, block, and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking, and spalling to a minimum.
- E. Moving parts shall be rotated a minimum of once weekly to insure proper lubrications, and to avoid metal-to-metal "welding". Upon installation of the equipment, the Contractor shall start the equipment, at least half-load, once weekly, for an adequate period of time to insure that the equipment does not deteriorate from lack of use.
- F. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended or specified, shall be promptly removed from the site of the work, and the Contractor shall receive no compensation for the damaged material or its removal.
- G. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored Products to assure that Products are maintained under specific conditions, and free from damage or deterioration.
- H. Contractor shall be responsible for protection after installation by providing substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations.
- I. The Contractor shall be responsible for all materials, equipment, and supplies sold and delivered to the Owner under this Contract, until final inspection of the work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance, the Contractor shall replace same without additional cost to the Owner.

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- J. Should the Contractor fail to take proper action on storage and handling of equipment supplied under this Contract within seven days after written notice to do so has been given, the Owner retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from the Contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering, and any other costs associated with making the necessary corrections.

1.07 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List

1. Within 30 days after the effective date of the Agreement, submit to the Engineer a complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options

1. For Products specified only by reference standard, select any product meeting that standard.
2. For Products specified by naming several products or manufacturers, select any one of the products or manufacturers named, which complies with the specifications, subject to the base bid procedures outlined under Document 00400 – Supplemental Bid Form.
3. For products specified by naming one or more Products or Manufacturers and an "or equal", the Contractor must submit a request for substitutions of any Product or Manufacturer not specifically named.

C. Substitutions

1. For a period of 30 days after the effective date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.
2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties
 - f. Availability of maintenance service, and source of replacement materials
3. The Engineer shall be the judge of the acceptability of the proposed substitution.

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4. No substitutions will be considered by the Engineer after 30 days from the Contract Date.
- D. Contractor's Representation
 1. A request for a substitution constitutes a representation that Contractor:
 - a. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
 - b. Will provide the same warranties or bonds for the substitution as for the Product specified.
 - c. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
 - d. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.
- E. The Engineer will review requests for substitutions with reasonable promptness, and notify Contractor, in writing, of the decision to accept or reject the requested substitution.

1.08 SPECIAL TOOLS

- A. Manufacturers of equipment and machinery shall furnish any special tools (including grease guns or other lubricating devices) required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.09 STORAGE AND HANDLING OF EQUIPMENT ON SITE

- A. Because of the long period allowed for construction, special attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed.
 1. Equipment shall not be shipped until approved by the Engineer. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the Engineer, unless upon arrival it is to be stored as specified in Paragraph 1.06. Operation and maintenance data, as described in Paragraph 1.08 of Section 01730 shall be submitted to the Engineer for review prior to shipment of equipment.
 2. All equipment having moving parts, such as gears, electric motors, etc. and/or instruments, shall be stored in a temperature and humidity controlled building approved by the Engineer, until such time as the equipment is to be installed.
 3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.

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4. Manufacturer's storage instructions shall be carefully studied by the Contractor and reviewed with the Engineer by him. These instructions shall be carefully followed and a written record of this kept by the Contractor.
5. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication, and to avoid metal-to-metal "welding". Upon installation of the equipment, the Contractor shall start the equipment, at least half-load, once weekly for an adequate period of time to insure that the equipment does not deteriorate from lack of use.
6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the work, if stored for longer than ninety (90) days, shall have the bearings cleaned, flushed, and lubricated prior to testing and start up, at no extra cost to the Owner.
7. Prior to acceptance of the equipment, the Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested, and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the Contractor's expense.

1.10 WARRANTY

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer as specified in Section 01740.

1.11 SPARE PARTS

- A. Spare parts for certain equipment provided under Division 11 through 16 have been specified in the pertinent sections of the Specifications. The Contractor shall collect and store all spare parts so required in an area to be designated by the Engineer. In addition, the Contractor shall furnish to the Engineer an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each item. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the delivered cost.

1.12 LUBRICANTS

- A. During testing and prior to acceptance, the Contractor shall furnish all lubricants necessary for the proper lubrication of all equipment furnished under this Contract.

1.13 GREASE, OIL AND FUEL

- A. All grease, oil, and fuel required for testing of equipment shall be furnished with the respective equipment. The Owner shall be furnished with a year's supply of required lubricants including grease and oil of the type recommended by the manufacturer with each item of the equipment supplied under Division 11 through 16.

Exhibit "A"

- B. The Contractor shall be responsible for changing the oil in all drives and intermediate drives of each mechanical equipment after initial break-in of the equipment, which in no event shall be any longer than three weeks of operation.

1.14 PROTECTION AGAINST ELECTROLYSIS

- A. Where dissimilar metals are used in conjunction with each other, suitable insulation shall be provided between adjoining surfaces so as to eliminate direct contact and any resultant electrolysis. The insulation shall be bituminous impregnated felt, heavy bituminous coatings, nonmetallic separators or washers, or other acceptable materials.

1.15 FASTENERS

- A. All necessary bolts, anchor bolts, nuts, washers, plates and bolt sleeves shall be furnished by the Contractor. Bolts shall have suitable washers and, where so required, their nuts shall be hexagonal.
- B. All bolts, anchor bolts, nuts, washers, plates, and bolt sleeves shall be Type 316 stainless steel unless otherwise specifically indicated or specified.
- C. Unless otherwise specified, stud, tap, and machine bolts shall be of the best quality refined bar iron. Hexagonal nuts of the same quality of metal as the bolts shall be used.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 EQUIPMENT, TESTING, AND INSPECTION

- A. Regardless of the number of days specified in the individual sections for the manufacturer's representative to be present on the site for inspection and testing, if the equipment fails to perform as specified, then the representative shall remain on site until the malfunction is corrected.
- B. The cost for the additional days shall not be added to the cost for the Owner but shall be to the account of the contractor.

END OF SECTION

Exhibit "A"

SECTION 01630

SUBSTITUTIONS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Furnish and install products specified and named in their respective Specifications or on the Drawings unless substitution is allowed by the requirements stated in this Section.
- B. For products specified only by reference standard, select product meeting that standard, by any manufacturer.
- C. For products specified by naming several products or manufacturers, select any one of those products and manufacturers names which complies with their respective Specifications.
- D. For products specified by naming only one or more products or manufacturers and stating, "or equal", submit a request as for substitutions, for any product or manufacturer which is not specifically named.
- E. Requests for any substitutions not submitted in accordance with the instructions herein will be denied.

1.02 RELATED SECTIONS

- A. Section 01340 – Shop Drawings, Working Drawings and Samples
- B. Other Sections as applicable.

1.03 PRODUCTS LIST

- A. Within 30 days after award of Contract, submit to Engineer five copies of complete list of major Products which are proposed for installation.
- B. Tabulate Products by specification section number and title.
- C. For products specified only by reference standards, list for each such Product:
 - 1. Name and address of manufacturer.
 - 2. Trade Name.
 - 3. Model or catalog designation.
 - 4. Manufacturer's data:
 - 5. Reference standards.
 - 6. Performance test data.

1.04 SUBSTITUTION SUBMITTAL REQUIREMENTS – “OR APPROVED EQUAL”

- A. Within a period of 30 days after award of Contract, Engineer will consider formal requests from the Contractor for substitution of products in place of those specified.
- B. After the end of that period, the request will be considered only in case of product unavailability or other conditions beyond the control of the Contractor.

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- C. Submit a separate request for each substitution. Support each request with:
 - 1. Complete data substantiating compliance of the proposed substitution with requirements stated in the Contract Documents:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature; identify:
 - 1) Product description.
 - 2) Reference standards.
 - 3) Performance and test data.
 - c. Samples, as applicable.
 - d. Name and address of similar projects on which product has been used, and the date of each installation.
 - 2. Itemized comparison of the proposed substitution with product specified; List significant variations.
 - 3. Data relating to changes in the construction schedule.
 - 4. Any effect of the substitution on separate contracts.
 - 5. List of changes required in other work or products.
 - 6. Accurate cost data comparing proposed substitution with product specified.
 - 7. Designation of required license fees or royalties.
 - 8. Designation of availability of maintenance services, and sources of replacement materials.
 - D. Substitute products shall not be ordered or installed without written acceptance of Engineer.
 - E. Engineer will determine the acceptability of proposed substitutions.
- 1.05 SUBSTITUTIONS WILL NOT BE CONSIDERED FOR ACCEPTANCE WHEN:
- A. They are indicated or implied on Shop Drawings or product data submittals without a formal request from Contractor.
 - B. The manufacture of the product substitution does not meet the Qualifications as stated in the specifications.
 - C. They are requested directly by a subcontractor or supplier.
 - D. No data is provided relating to changes in construction schedule.
 - E. There is any effect of substitution on separate contracts.
 - F. Changes are required in other work or products.
 - G. There is no accurate cost data comparing proposed substitution with product specified.
 - H. There are required license fees or royalties above and beyond the specified vendor.

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- I. Availability of maintenance services, sources of replacement materials does not equal that provided by the specified vendor.
- J. Acceptance will require substantial revision of Contract Documents.

1.06 CONTRACTOR'S REPRESENTATION

- A. In making formal request for substitution Contractor represents that:
 - 1. He has investigated proposed product and has determined that it is equal to or superior in all respects to that specified.
 - 2. He will provide the same warranties or bonds for substitution as for product specified.
 - 3. He will coordinate installation of accepted substitution into the Work and will make such changes as may be required for the Work to be complete in all respects.
 - 4. He waives claims for additional costs caused by substitution which may subsequently become apparent.
 - 5. Cost data is complete and includes related costs under his Contract, but not:
 - a. Costs under separate contracts.
 - b. Engineer's costs of redesign or revision of Contract Documents.

1.07 ENGINEER DUTIES

- A. Review Contractor's requests for substitutions in accordance the Shop Drawing review requirements.
- B. Notify Contractor, in writing, of decision to accept or reject requested substitution.

1.08 SUBSTITUTION SUBMITTAL REQUIREMENTS – "NO SUBSTITUTIONS PERMITTED"

- A. Contractor may not request a substitute item or vendor/manufacturer for which the specifications indicate "No Substitutions Permitted".

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Exhibit "A"

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Administrative and procedural requirements for project closeout.
 - 1. Inspection procedures.
 - 2. Project Record Document submittal.
 - 3. Final cleaning.
- B. Warranty and bond submittal.
- C. Closeout submittals, warranties and bonds required for specific products of work.

1.02 RELATED SECTIONS

- A. Section 01370 - Schedule of Values
- B. Section 01740 – Warranties and Bonds
- C. Other Sections as applicable.

1.03 SUBSTANTIAL COMPLETION

- A. Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - 2. Advise Owner of pending insurance change-over requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 - 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 - 5. Submit record drawings, maintenance manuals, and similar final record information.
 - 6. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.

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- B. When the Contractor considers the Work to be substantially complete, he shall submit a written notice to the Engineer that the Work, or designated portion of the Work, is complete and ready for inspection.
- C. Within a reasonable time of receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfulfilled requirements. When the Engineer and Owner concur that the Work, or designated portion of the Work, is substantially complete, the Engineer will prepare the Certificate of Substantial Completion following inspection.
- D. Should the Engineer determine that the Work is not substantially complete, he will advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 - 1. The Engineer will repeat inspection when requested and assured that the Work has been substantially completed.
 - 2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.04 FINAL COMPLETION

- A. When Contractor considers the Work to be complete, he shall submit written certification to the Engineer that the Work is completed and ready for final inspection. Include the following:
 - 1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 - 3. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, the list has been endorsed and dated by the Engineer.
 - 4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
 - 5. Submit consent of surety to final payment.
 - 6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. The Engineer will inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the - Engineer.

Exhibit "A"

1. Upon completion of inspection, the Engineer will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete, or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, re-inspection process will be repeated.

1.05 RECORD DOCUMENT SUBMITTALS (REFER TO SECTION 01720 – RECORD DRAWINGS.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Exhibit "A"

SECTION 01710

CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION

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

1.02 RELATED SECTIONS

- A. Section 01010 – Summary of Work
- B. Section 1505 – Control of Work
- C. Section 01550 – Site Access and Storage
- D. Other Sections as applicable.

1.03 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with applicable codes, ordinances, regulations, and anti-pollution laws.
- B. Do not dispose of any unsuitable fill, hazardous or organic material onsite. All such material shall be disposed of in a legal manner by the Contractor, the cost of which shall be included in the Bid.

PART 2 - PRODUCTS

2.01 MATERIALS

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

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

- A. The Contractor shall keep the area of the Work and other areas utilized or impacted by construction in a neat and clean condition, free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the Work site and shall establish regular intervals of collection and disposal of such materials and waste. The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations.
- B. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of

Exhibit "A"

disposal, and in conformance with all applicable safety laws, and to the requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

- C. Provide on-site containers for the collection of waste materials, debris, and rubbish as required.

3.02 DUST ABATEMENT

- A. The Contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. Means for the control of dust shall include, but not be limited to, sweeping and water trucks. The Contractor shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the Engineer.

3.03 FINAL CLEANING

- A. Remove temporary protection and facilities installed for protection of the Work during construction.
- B. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
- C. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION

Exhibit "A"

DOCUMENT 01720

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section includes the requirements for maintaining, recording, and submitting Project Record Documents including, but not limited to,
 - 1. Record Drawings or As-Built Drawings
 - 2. Record Specifications and other Contract Documents
 - 3. Record Samples, Shop Drawings or Record Product Data

1.02 RELATED SECTIONS

- A. Section 01050 - Field Engineering
- B. Section 01152 – Applications for Payment
- C. Section 01340 - Shop Drawings, Working Drawings and Samples
- D. Section 01700 – Project Closeout
- E. Other Sections as applicable.

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Maintain at the site for the Owner and Engineers review one record copy of:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other Modifications to the Contract
 - 5. Engineer's Field Orders or Written Instructions
 - 6. Approved Shop Drawings, Working Drawings, and Samples
 - 7. Field Test Reports
 - 8. Construction Photographs
- B. Store Record Documents in the Contractor's field office apart from documents used for construction.
- C. File Record Documents in accordance with the CSI format number system utilized in the Contract Documents.
- D. Maintain Record Documents in a clean, dry, legible condition and in good order. Do not use Record Documents for construction purposes.
- E. Make Record Documents available at all times for inspection by the Engineer.
- F. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated Record Documents for review by the Engineer and the Owner.

Exhibit "A"

1.04 RECORDING

A. Record Drawings:

1. Maintain a clean, undamaged set of prints of Contract Drawings to serve as the project Record Drawings.
2. Label each sheet "RECORD DRAWING" in neat large printed letters with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
3. The Record Drawings shall be presented at the same scale as the Contract Drawings.
4. The Record Drawings shall correctly and accurately show all changes from the Contract Drawings made during construction.
5. All information shall be verified and certified by an independent Professional Surveyor and Mapper registered in the State of Florida.
6. All vertical information shall be provided in the datum indicated in the Contract Drawings.
7. Horizontal and vertical locations referenced to base-line or permanent surface improvements.
8. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross reference at the corresponding location on the Record Drawings.
9. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
10. Mark new information that was not shown on Contract Drawings or Shop Drawings.
11. Note related Change Order numbers where applicable.
12. Organize Record Drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
13. Do not use Record Drawings for construction purposes.
14. Record information concurrently with construction progress.

B. The Record Drawings shall be neat and legible including the following:

1. Above ground piping and equipment:
 - a. All equipment locations, dimensions and elevations as indicated in the Contract Drawings.
 - b. All building and tank locations, dimensions and elevations as indicated in the Contract Drawings.
 - c. All above ground piping size, material, class, lengths, dimensions, and elevations as indicated in the Contract Drawings.
 - d. Horizontal locations of piping, fittings, valves and appurtenances.

Exhibit "A"

- e. Elevations of the top of pipe, fittings, valves and appurtenances as indicated in the Contract Drawings and at 50' maximum increments
 - f. All changes from the original design.
- 2. Underground pressure pipe including potable water mains sanitary sewer force mains, drainage force mains and the like:
 - a. All piping size, material, class, lengths, dimensions, bury depth and elevations as indicated in the Contract Drawings.
 - b. Horizontal locations of piping, fittings, valves and appurtenances.
 - c. Elevations of the top of pipe, fittings, valves and appurtenances.
 - d. Elevations as indicated in the Contract Drawings and at 50' maximum increments
 - e. Lengths of restrained pipe.
 - f. Water service locations.
 - g. Meter sizes.
 - h. All changes from the original design.
- 3. Gravity sanitary sewer:
 - a. All piping size, material, class, lengths, slopes, dimensions, and elevations as indicated in the Contract Drawings.
 - b. Horizontal locations of manholes.
 - c. Rim, invert, and size of all manholes.
 - d. Service terminal end locations.
 - e. Wet well construction including diameter, bottom, invert and float elevations.
 - f. All changes to piping from the original design.
- 4. Stormwater Drainage:
 - a. All piping size, material, class, lengths, dimensions and elevations as indicated in the Contract Drawings.
 - b. Horizontal locations of manholes and catch basins.
 - c. Rim, invert, bottom elevations and size of all manholes and catch basins.
 - d. All surface elevations indicated on the Contract Drawings including, but not limited to, swales, berms, yards, sidewalks, and the like.
 - e. Horizontal location and elevation of all storm water retention or detention areas.
 - f. All changes from the original design.
- 5. Limerock base:

Exhibit "A"

- a. Upon completion of all underground utilities and limerock base, and before placement of asphalt, provide the following for Engineer review:
 - 1) Finished limerock base elevations taken at the location of finished asphalt elevations as indicated in the Contract Drawings.
 - 2) Additional elevations as required by the Engineer, including, but not limited to:
 - (a) Finished limerock base at centerline, edge of median and edge of pavement.
 - (b) Back of sidewalk or right of way.
 - (c) Bottom of swale or flow line of gutter.
 - (d) Top of curb.
 - (e) High points, low points and grade breaks.
 - (f) Intersections.
- 6. Electrical, instrumentation and controls
 - a. Horizontal location of all electrical equipment and control cabinetry.
 - b. Elevations of the bottom of all electrical and control panels.
 - c. Horizontal location and elevation of all conduits including conduit size, route and wire size.
 - d. Horizontal location of all light poles and junction boxes.
- 7. Miscellaneous:
 - a. Horizontal location and elevation of all concrete slabs.
 - b. Horizontal location, size and material of all fencing.
 - c. Location size and material of all existing utilities whether indicated on the Contract Drawings or not.
 - d. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - e. Depths of various elements of foundation in relation to finish first floor datum.
 - f. Field changes of dimensions and details.
 - g. Details not on original contract drawings.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.
 - 1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.

Exhibit "A"

2. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
 3. Note related record drawing information and Product Data.
 4. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 5. Changes made by field order or by Change Order.
- D. Record Product Data (Shop Drawings): Maintain one copy of each Product Data submittal.
1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations.
 2. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned later by direct observation.
 3. Note related Change Orders and mark-up of record drawings and Specifications.
- E. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Engineer and the Owner to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area.
- F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work.

1.05 SUBMITTAL

- A. Project Record Documents, demonstrating construction progress, shall be submitted with each Application for Payment.
- B. Interim Project Record Drawings shall be submitted at significant project milestones including:
1. Construction of wet well or other structures.
 2. Construction of catch basins, manholes, pipes and appurtenances.
 3. As required by the Engineer.
- C. Project Record Documents, demonstrating construction completion shall be submitted with the balance of Closeout documents at the conclusion of construction including:
1. Three sets of signed and sealed sets of prints.
 2. One compact disc copy of record drawings in Autocad format.
- D. Accompany submittals with transmittal letter in duplicate, containing:

Exhibit "A"

1. Date
2. Project Title and Number
3. Contractor's Name and Address
4. Title and Number of each Record Document
5. Signature of Contractor or his Authorized Representative

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Exhibit "A"

SECTION 01730

OPERATING AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 DESCRIPTION

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

1.02 RELATED SECTIONS

- A. Section 01340 – Shop Drawings, Working Drawings and Samples
- B. Section 01700 – Contract Closeout
- C. Section 01740 – Warranties & Bonds
- D. Other Sections as applicable.

1.03 QUALITY ASSURANCE

- A. Preparation of data shall be done by personnel:
 - 1. Trained and experienced in maintenance and operation of described products.
 - 2. Familiar with requirements of this Section.
 - 3. Skilled as technical writers to the extent required to communicate essential data.
 - 4. Skilled as draftsman competent to prepare required drawings.

1.04 FORM OF SUBMITTALS

- A. Prepare data in form of an instructional manual for use by Owner's personnel.
- B. Format
 - 1. Size: 8 1/2 inches x 11 inches
 - 2. Paper: 20 pound minimum, white, for typed pages.
 - 3. Text: Manufacturer's printed data, or neatly typewritten.
- 4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.

Exhibit "A"

- b. Reduce larger drawings and fold to size of text pages, but not larger than 11 inches x 17 inches.
 - 5. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide types description of product, and major component parts of equipment.
 - b. Provide indexed tabs.
 - 6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
 - a. Title of Project
 - b. Identity of separate structure as applicable.
 - c. Identity of general subject matter covered in this manual.
- C. Binders
 - 1. Commercial quality three-ring binders with durable and cleanable plastic covers.
 - 2. Maximum ring diameter shall be 2 inches.
 - 3. When multiple binders are used, correlate the data into related consistent groupings.

1.05 CONTENT OF MANUAL

- A. Neatly typewritten Table of Contents for each volume, arranged in systematic order.
 - 1. Contractor, name of responsible principal, address, and telephone number.
 - 2. A list of each product required to be included, indexed to content of the volume.
 - 3. List, with each product, name, address, and telephone number of:
 - a. Subcontractor of installer
 - b. Maintenance contractor, as appropriate
 - c. Identify area of responsibility of each
 - d. Local source of supply for parts and replacement.
 - 4. Identify each product name and other identifying symbols as set forth in Contract Documents.
- B. Product Data
 - 1. Include only those sheets which are pertinent to the specific product.
 - 2. Annotate each sheet to:
 - a. Clearly identify specific product or part installed.
 - b. Clearly identify data applicable to installation.
 - c. Delete references to inapplicable information.

Exhibit "A"

- C. Drawings
 - 1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems.
 - b. Control and flow diagrams.
 - 2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
 - 3. Do not use Project Record Documents as maintenance drawing.
- D. Written text, as required to supplement product data for the particular installation:
 - 1. Organize in consistent format under separate headings for different procedures.
 - 2. Provide logical sequence of instructions of each procedure.
- E. Copy of each warranty, bond and service contract issued:
 - 1. Provide information sheet for Owner's personnel, give:
 - a. Proper procedures in event of failure.
 - b. Instances which might affect validity of warranties or bonds

1.06 MANUAL FOR MATERIALS AND FINISHES

- A. Submit five copies of complete manual in final form.
- B. Content for architectural products, applied materials and finishes
 - 1. Manufacturer's data, giving full information on products.
 - a. Catalog number, size, composition.
 - b. Color and texture designations.
 - c. Information required for re-ordering special-manufactured products.
 - 2. Instructions for care and maintenance.
 - a. Manufacturer's recommendation for types of cleaning agents and methods.
 - b. Cautions against cleaning agents and methods which are detrimental to product.
 - c. Recommended schedule for cleaning and maintenance.
- C. Content, for moisture-protection and weather-exposed products
 - 1. Manufacturer's data, giving full information on products
 - a. Applicable standards.
 - b. Chemical composition.
 - c. Details of installation.
 - 2. Instructions for inspection, maintenance, and repair.

Exhibit "A"

- D. Additional requirements for maintenance data: Respective sections of Specifications.
- E. Provide complete information for products specified.

1.07 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit five copies of complete manual in final form.
- B. Content, for each unit of equipment and system, as appropriate:
 - 1. Description of unit and component parts.
 - a. Function, normal operating characteristics and limiting conditions
 - b. Performance curves, engineering data and tests
 - c. Complete nomenclature and commercial number of replaceable parts
 - 2. Operating procedures
 - a. Start-up, break-in, routine and normal operating instructions
 - b. Regulation, control, stopping, shut-down and emergency instructions
 - c. Summer and winter operating instructions
 - d. Special operating instructions
 - 3. Maintenance Procedures
 - a. Routine operations
 - b. Guide to "trouble-shooting"
 - c. Disassembly, repair and reassembly
 - d. Alignment, adjusting and checking
 - 4. Servicing and lubrication schedule
 - a. List of lubricants required
 - 5. Manufacturer's printed operating and maintenance instructions
 - 6. Description of sequence of operation by control manufacturer
 - 7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance
 - a. Predicted list of parts subject to wear
 - b. Items recommended to be stocked as spare parts
 - 8. As-installed control diagrams by controls manufacturer
 - 9. Each contractor's coordination drawings
 - a. As-installed color coded piping diagrams
 - 10. Charts of valve tag numbers, with location and function of each valve
 - 11. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage
 - 12. Other data as required under pertinent sections of specifications

Exhibit "A"

- C. Contents, for each electric and electronic system, as appropriate
 - 1. Description of system and component parts
 - a. Function, normal operating characteristics, and limiting conditions
 - b. Performance curves, engineering data and tests
 - c. Complete nomenclature and commercial number of replaceable parts
 - 2. Circuit directories of panel-boards
 - a. Electrical service
 - b. Controls
 - 3. As-installed color coded wiring diagrams
 - 4. Operating procedures:
 - a. Routine and normal operating instructions
 - b. Sequences required
 - c. Special operating instructions
 - 5. Maintenance procedures
 - a. Routine operations
 - b. Guide to "trouble-shooting"
 - c. Disassembly, repair and reassembly
 - d. Adjustment and checking
 - 6. Manufacturer's printed operating and maintenance instructions
 - 7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 - 8. Other data as required under pertinent sections of specifications
 - D. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.
 - E. Additional requirements for operating and maintenance data: Respective sections of Specifications.
 - F. Provide complete information for product specified.
- 1.08 SUBMITTAL SCHEDULE
- A. Submit two copies of preliminary draft of proposed formats and outlines of contents of Operation and Maintenance Manuals within 30 days after Notice to Proceed.
 - 1. The Engineer will review the preliminary draft and return one copy with comments.
 - B. Submit two copies of completed data in final form no later than 30 days following the Engineer's review of the last shop drawing and submittal specified under Section 01340.

Exhibit "A"

1. One copy will be returned with comments to be incorporated into final copies.
 - C. Submit specified number of copies of approved data in final form directly to the offices of the Engineer, Calvin, Giordano & Associates, within 30 calendar days of product shipment to the project site and preferably within 30 days after the reviewed copy is received.
 - D. Submit six copies of addendum to the operation and maintenance manuals as applicable and certificates as specified in paragraph 1.01B of Section 01030 within 30 days after final inspection and plant start-up test.
 - E. Final Operation and Maintenance submittals shall be in large three-ring binders organized by specification Section and plainly marked per paragraph 1.04Ca.
- 1.09 INSTRUCTION OF OWNER'S PERSONNEL
- A. Prior to final inspection or acceptance, fully instruct Owner's designated operating and maintenance personnel in operation, adjustment, and maintenance of products, equipment and systems.
 - B. Operating and maintenance manual shall constitute the basis of instruction.
 1. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.
- 1.10 ENGINEER'S O & M CHECKLIST
- A. The Engineer will review Operation and Maintenance Manuals submittals on operating equipment for conformance with the requirements of this Section. The review will generally be based upon the O&M Review Checklist (presented on the pages at the end of this section for the benefit of the Contractor and his suppliers).

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

O & M REVIEW CHECKLISTEQUIPMENT
SUBMITTEDDATE OF
SUBMITTAL

MANUFACTURER

DEGREE OF
APPROVALSPECIFICATION
SECTIONDRAWING
NUMBER

_____ Is the submittal correct for model/series/configuration originally submitted with shop drawings?

_____ Is the binding correct with assigned color/printing etc.?
(Pertains to final three volumes)

_____ Is the submittal properly indexed?

_____ Does the submittal pertain only to equipment being furnished?

_____ Is the submittal easily understood and instructively arranged?

_____ Does the submittal include start-up, shutdown and troubleshooting procedures?

_____ Are sufficient drawings and schematics included to supplement written descriptions?

_____ Is the listing of name plate data for each piece of supplied equipment provided and attached?

_____ Are all submitted "C" and "D" size drawings printed on paper that is 11 inches high and folded to 8 1/2 inches wide?

_____ Is proper and complete instruction for servicing included?

_____ Is there a suggested operating log sheet for equipment?

_____ Is schedule for lubrication provided?

_____ Is there a recommended preventative maintenance schedule?

Exhibit "A"

_____ Are necessary safety precautions clearly indicated where they relate to the equipment?

_____ Is the Area Representative information provided, i.e., Name, Address, Telephone Number?

_____ Are specified spare parts indicated and listed?

The following are the points of rejection requiring resubmittal by Contractor:

END OF SECTION

Exhibit "A"

SECTION 01740

WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Compile warranties and bonds as specified in the Contract Documents.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Engineer for review and transmittal to Owner.

1.02 RELATED SECTIONS

- A. Section 01700 - Contract Closeout
- B. Other Sections as applicable.

1.03 SUBMITTAL REQUIREMENTS

- A. Assemble warranties, bond, service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
- B. Number of original signed copies required: two (2) each.
- C. Table of Contents: neatly typed, in orderly sequence. Provide complete information for each item.
 - 1. Product or work item
 - 2. Firm, with name of principal, address and telephone number
 - 3. Scope
 - 4. Date of beginning of Warranty, bond or service and maintenance contract
 - 5. Duration of warranty, bond or service maintenance contract
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure
 - b. Instances which might affect the validity of warranty or bond
 - 7. Contractor, name of responsible principal, address and telephone number

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets
- B. Format:
 - 1. Size 8 1/2 inches x 11 inches, punch sheets for standard 3-post binder
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
 - a. Title of Project
 - b. Name of Contractor

Exhibit "A"

- C. Binders: Commercial quality, three-post (3) binder, with durable and cleanable plastic covers and maximum post width of 2 inches.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all equipment, submit a one-year warranty from the equipment manufacturer, unless otherwise specified. The manufacturer's warranty period shall be concurrent with the Contractor's for one year commencing at the time of acceptance by the Owner.
- B. The Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment and which has a 1 HP motor or which lists for more than \$1,000. The Engineer reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one-year warranty commencing at the time of Owner acceptance, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two-year (2) warranty from the manufacturer shall not relieve the Contractor of the one-year warranty starting at the time of Owner acceptance of the equipment.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Exhibit "A"

SECTION 09900

PROTECTIVE COATINGS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. All work required to provide labor, materials, equipment and incidentals to perform all of the necessary surface preparation and painting required to complete this contract in its entirety.
- B. The Contractor shall furnish all supervision, labor, tools, materials, equipment, scaffolding or other structures, and supervision required for the transportation, unloading, storage, and application of the paint and associated products covered by this specification.
- C. The work includes painting and finishing of all new interior and exterior exposed items above and below grade and surfaces, such as structural steel, miscellaneous metals, ceilings, walls, floors, doors, frames, transoms, roof fans, construction signs, guardrails, posts, fittings, valves, tanks, equipment and all other work obviously required to be painted unless otherwise specified herein or on the Drawings. The omission of minor items in the Schedule of Work shall not relieve the Contractor of his obligation to include such items where they come within the general intent of the Specification as stated herein.
- D. All work shall be done in strict accordance with this Specification, the Design Drawings and the painting package, including manufacturer's instructions for surface preparation and painting.
- E. The Contractor will obtain, at its own expense, all permits, licenses and inspections and shall comply with all laws, codes, ordinances, rules and regulations promulgated by authorities having jurisdiction which may bear on the Work. This compliance will include Federal Public Law 91-596 more commonly known as the "Occupational Safety and Health Act of 1970".
- F. It is the Contractor's responsibility to examine areas and conditions under which coating systems are to be applied, and to notify the Owner of areas or conditions which are not acceptable. Do not begin surface preparation or application until areas or conditions have been corrected.
- G. The following surfaces or items are "NOT" required to be coated:
 - 1. Any code-requiring labels, such as Underwriter's Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature plates.
 - 2. Any moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts, unless otherwise indicated.
 - 3. Aluminum handrails (except where in contact with concrete) walkways, windows, louvers and grating unless otherwise specified herein.
 - 4. Signs and nameplates.

Exhibit "A"

5. Finish hardware.
6. Chain link fence.
7. Piping buried in the ground or embedded in concrete.
8. Concealed surfaces of pipe or crawl space.
9. Nonferrous metals, unless specifically noted otherwise.
10. Electrical switchgear and motor control centers.
11. Stainless steel angles, tubes, pipe, etc.
12. Products with polished chrome, aluminum, nickel or stainless steel finish.
13. Plastic switch plates and receptacle plates.
14. Flexible couplings, lubricated bearing surfaces, insulation and metal and plastic pipe interior.
15. Sprinkler heads.
16. Lifting chain on cranes and hoists
17. Electrical cable, festooned conductor system, cables, collector pole brackets, etc.

1.02 DEFINITIONS

- A. The abbreviations and definitions listed below, when used in this Appendix, shall have the following meanings:

ANSI	American National Standards Institute
ASTM	American Society of Testing Materials
AWWA	American Water Works Association
DFT	Dry Film Thickness
FPP	Fiberglass Reinforced Plastic
HCl	Hydrochloric Acid
MDFT	Minimum Dry Film Thickness
MDFTPC	Minimum Dry Film Thickness Per Coat
mil	Thousandths of an Inch
MIL-P	Military Specification - paint
NACE	National Association of Corrosion Engineers
NSF	National Sanitary Foundation
OSHA	Occupational Safety and Health Act
SFPG	Square Feet Per Gallon
SFPGPC	Square Feet Per Gallon Per Coat
SP	Surface Preparation
SSPC	Steel Structures Painting Council

- B. Wherever the word "Engineer" occurs in this specification, it shall apply to the authorized representative of the City of Pembroke Pines. Where the word "Contractor" occurs in this specification, it shall apply to the contractor performing any part of or all of this work.
- C. Field Painting is the painting of new or rebuilt items at the job site. Field painting shall be the responsibility of the Contractor.

Exhibit "A"

- D. Shop Painting is the painting of new or rebuilt items in the shop prior to delivery to the jobsite.

1.03 PROJECT SITE CONDITIONS

The location of this project is Broward County, Florida requires observance and conformance with EPA Volatile Organic Compound (VOC) restrictions. EPA limits the content of VOC's in painting materials to 2.5 lb/gallon. Information regarding the VOC content of proposed paints will be required during submittals.

1.04 RESOLUTION OF CONFLICTS

- A. It shall be the responsibility of the Contractor to arrange a meeting prior to the start of any coatings applications between the Contractor, the Coating Manufacturer whose products are to be used, and the Owner. All aspects of surface preparation, application and coating systems as covered by this Specification will be reviewed at this meeting.
- B. Clarification shall be requested promptly from the Owner when instructions are lacking, conflicts occur in the Specifications, or the procedure seems improper or inappropriate for any reason.
- C. Copies of all manufacturer's instructions and recommendations shall be furnished to the Owner by the Contractor.
- D. It shall be the responsibility of the Coating Manufacturer to have their representative meet in person with the Contractor and Owner before and during the job as a consultant on proper preparation and application of the coating materials unless a meeting is determined to be unnecessary by the Owner.

1.05 SUBMITTALS

- A. All submittals must comply with City-specified submittal procedures.
- B. Product Data Sheets.
- C. Contractor shall submit coating material manufacturer's printed technical data sheets for products intended for use in each coating system.
 - 1. Data sheets shall fully describe material as to its intended use, generic description, recommended surface preparation and application conditions, primers, material mixing and application (including recommended dry mil thickness recoat time), precautions, safety and maintenance cleaning directions.
 - 2. Safety Data Sheets. Safety Data Sheets (SDS) shall accompany all submittals and shall be easily available for access at the job site during all activities.
- D. Coating Schedule: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

1.06 QUALITY ASSURANCE

- A. Manufacturer's Qualifications:
 - 1. Specialize in manufacture of high-performance coatings with a minimum of 25 years successful experience.
 - 2. Able to demonstrate successful performance on comparable projects.

Exhibit "A"

3. Single-Source Responsibility: All coatings shall be products of a single manufacturer for their respective system.
- B. Manufacturer's Representative:
1. The Contractor shall require the manufacturer to furnish a manufacturer's qualified technical representative to visit the project site for technical support as required and ordered and as may be necessary to resolve field questions or problems attributable to or associated with the manufacturer's products furnished under this Contract or the application thereof.
- C. Contractor's Qualifications:
1. Contractor must have a minimum of an AMPP Level 1 Basic Coatings Inspector on staff for no less than 6 months, and must submit proof of this credential with their bid.
 2. Experience in application of specified coatings for a minimum of 10 years on projects of similar size and complexity to this work.
 3. Contractor must comply with all relevant OSHA safety regulations.
 4. Use best practices to carry out corrosion prevention activities in the field.
 5. Use best practices in environmental protection to prevent environmental degradation, and to ensure careful handling of all hazardous materials.
 6. The Contractor must submit, with their bid, a letter of recommendation from the product manufacturer. This letter shall confirm the Contractor's ability to apply the specified coatings.
 7. The Contractor must submit, with their bid, a list of a minimum 5 completed projects of similar size and complexity to this work. Include for each project:
 - a. Project name & location
 - b. Name and contact of owner
 - c. Name and contact of specifier
 - d. Approximate area of coatings applied
 - e. Total project amount value
 - f. Date of completion
- D. Pre-Application Meeting:
1. A pre-application meeting shall be held at least two (2) weeks before the start of application of coating systems. All parties who directly affect the project shall attend, including the Contractor, Manufacturer, and Owner.
 2. The pre-application meeting shall include a review of any circumstances which may impact the project including, but not limited to, the following:
 - a. Environmental requirements
 - b. Protection of Surfaces not scheduled to be coated
 - c. Surface Preparation
 - d. Ventilation

Exhibit "A"

- e. Application
- f. Cleaning
- g. Disinfection
- h. Repair
- i. Field Quality Control
- j. Protection of coating systems
- k. 11-month walkthrough
- l. Coordination with other projects

E. 11-Month Walkthrough:

- 1. The Owner shall organize a project meeting for 11 months after the final completion date which the Contractor, Manufacturer, and Owner shall attend. Participants will perform a walkthrough of the project and resolve any workmanship or materials discrepancies.

F. DELIVERY, STORAGE, AND HANDLING

- 1. All coatings shall be delivered to the mixing room in unbroken containers, bearing the manufacturer's brand, date of manufacture, and name. They shall be used without alteration and mixed, thinned, and applied in strict accordance with manufacturer's directions for the applicable materials and surface before using.
- 2. Coatings shall be delivered to the job site in the original unopened containers, bearing the manufacturer's label. A Product Data Sheet and Safety Data Sheets for all coatings shall be obtained from the Manufacturer for each shipment of materials to the job site. Coatings shall be stored in a dry, well-ventilated area, not in direct contact with the ground, where the temperature is maintained within the Manufacturer's written recommended limits.
- 3. Damaged materials and/or materials exceeding the shelf life shall not be used.
- 4. The Contractor will be responsible for storing coatings onsite in accordance with the Manufacturer's latest written recommendations.
- 5. Coatings shall be mixed in proper containers of adequate capacity. All coatings shall be mixed in accordance with the Manufacturer's latest written recommendations. No unauthorized thinners or other materials shall be added to any coatings. Air shall not be used directly for agitation. Pigmented material shall be strained after mixing. Catalyzed materials may not be used beyond the recommended pot life.
- 6. Owner may request a notarized statement from Contractor detailing all materials used on the project.
- 7. Work areas will be designated by the Owner for storage and mixing of all materials. Materials shall be in full compliance with the requirements of pertinent codes and fire regulations. Proper containers outside of the buildings shall be provided and used for wastes, and no plumbing fixture shall be used for this purpose.

Exhibit "A"

8. Contractor will be responsible for disposal of all waste, empty containers, etc.
9. Coating shall be performed in strict accordance with the safety recommendations of the coating manufacturer; with the safety recommendations of the national Association of Corrosion Engineers contained in the publication, Manual for Painter Safety; Federal, state and local agencies having jurisdiction.

G. FIELD CONDITIONS

1. All coatings shall be applied in dry and dust-free environment.
2. No coating shall be applied when temperatures are outside the manufacturers written recommended limits.

rain, fog, or mist.

3. No coating shall be applied when the temperature is less than 5°F above the dew point.
4. No coating shall be applied when unsuitable environmental conditions are expected within 1 hour of the listed "Dry to Touch" time for a coating.
5. The Contractor's scaffolding shall be erected, maintained and dismantled without damage to structures, machinery, equipment or pipe. Drop cloths shall be used as needed to protect buildings and equipment.
6. All surfaces required to be clear for visual observation shall be cleaned prior to inspection.
7. Painting shall not be performed on insulated pipe within three (3) feet of insulation operations or on insulation whose covering and surface coat have not had time to set and dry. Painting shall not be performed on uninsulated pipe within one (1) foot of any type of connection until the connection has been made, except as directed by the Owner.

PART 2 - PRODUCTS

2.01 GENERAL

Products containing lead will not be allowed. Oil shall be pure boiled linseed oil.

2.02 MANUFACTURER

- A. Products shall be as manufactured by Tnemec Company, Inc., PPG or approved equal.

2.03 COATING PERFORMANCE CRITERIA

- A. The following shall serve as a basis of comparison for material substitution requests. Any substitutions which decrease the total film thickness, change the generic type of coating, or fail to meet the performance criteria of the specified materials shall not be approved.
 1. Series 1 Omnithane - Zinc/Micaceous Iron Oxide Urethane:
 - a. Adhesion: ASTM D4541 (Method B, Type II) - No less than 1,433 psi (9.88 MPa) adhesion, average of three tests.
 - b. Immersion: ASTM D870 - No blistering, cracking, rusting or delamination of film after 2,000 hours continuous immersion in

Exhibit "A"

deionized water at 140°F.

- c. Salt Spray (Fog): ASTM B117 - No blistering, cracking or delamination of film. No more than .03% rusting on plane and no more than 3/16" rust creepage at scribe after 10,000 hours exposure.

2. Series 21 Epoxoline – Modified Polyamine Epoxy:

- a. Special Qualification: Meets the requirements of approval for potable water use as established by NSF Std 600 for tanks and reservoirs of 20,000 gallons capacity or greater (max thickness: 20.0 mils).
- b. Adhesion: ASTM D4541 (Type V Tester) – No less than 1,840 psi (12.68 MPa) adhesion, average of three trials.
- c. Cyclic Salt Fog / UV Exposure: ASTM D5894 – No blistering, cracking, rusting or delamination of the film after 9,744 hours (29 cycles) of cyclic salt fog/UV cycling.
- d. Dielectric Strength: ASTM D149 – No less than 927 V/mil dielectric strength, average of five trials.
- e. Prohesion: ASTM G85 – No blistering, cracking, rusting or delamination of the film and no rust creepage at the scribe after 10,000 hours exposure.
- f. Salt Spray (Fog): ASTM B117 (2 Coats Series 21) - No blistering, cracking, rusting or delamination of the film and no rust creepage at the scribe after 10,000 hours exposure.

3. Series 22 Epoxoline – Modified Polyamine Epoxy

- a. Special Qualification: Meets the requirements of approval for potable water use as established by NSF Std 600 for tanks and reservoirs of 50 gallons capacity or greater (Max thickness: 50.0 mils).
- b. Special Qualification: Meets the requirements set forth in AWWA C210-07 testing.
- c. VOC Content: 0.10 lbs/gallon (12 grams/litre)
- d. Adhesion: ASTM D4541 (Type V Tester) – No less than 1,765 psi (12.17 MPa) pull, average of three tests.
- e. Cyclic Salt Fog / UV Exposure: ASTM D5894 – No rusting, blistering, cracking or delamination of film after 5,000 hours exposure.
- f. Dielectric Strength: ASTM D149 – No less than 559 volts/mil dielectric strength, average of six tests.
- g. Immersion: ASTM 870 – No blistering, cracking, rusting or delamination of film after 2,000 hours continuous immersion in deionized water at 140°F (60°C), average of three tests.
- h. Salt Spray (Fog): ASTM B117 – No blistering, cracking, rusting or delamination of film after 10,000 hours exposure, average of two panels.

Exhibit "A"

4. Series 46H-413 Hi-Build Tneme-Tar – Polyamide Epoxy-Coal Tar:
 - a. Adhesion: ASTM D4541 (Steel) – No less than 1,150 psi (7.93 MPa) pull, average of three tests.
 - b. Adhesion: ASTM D4541 (Concrete) - Exceeds the cohesive strength of the concrete substrate (400 psi), average of three tests.
 - c. Abrasion: ASTM D4060 (CS-17 wheel, 1,000 gram load) - No more than 142 mg loss after 1,000 cycles.
 - d. Salt Spray (Fog): ASTM B117 - No blistering, cracking, checking, rusting or delamination of film. No rust creepage at scribe after 9,000 hours continuous exposure.
5. Series 61 Tneme-Liner – Cycloaliphatic Amine Epoxy:
 - a. Chemical Immersion: NACE TM-01-74, Procedure B – No blistering, cracking, rusting or delamination of film after six months continuous immersion.
 - b. Immersion: ASTM D870 - No blistering, cracking or delamination of film after 12 months continuous immersion in deionized water at 200°F (93°C).
6. Series N69 Hi-Build Epoxoline II – Polyamidoamine Epoxy:
 - a. Adhesion: ASTM D4541 – No less than 1,943 psi (13.40 MPa) pull, average of three tests.
 - b. Exterior Exposure: ASTM D1014 - No blistering, cracking, checking, rusting or delamination of film. No rust creepage at scribe after 5 years exposure.
 - c. Humidity: ASTM D4585 - No blistering, cracking, checking, rusting or delamination of film after 10,000 hours exposure.
 - d. Immersion: ASTM D870 - No blistering, cracking, rusting or delamination of film after 2,000 hours continuous immersion in deionized water at 140°F, average of three tests.
 - e. Prohesion: ASTM G85 – No blistering, cracking, checking, rusting or delamination of film. No more than 1/8" rust creepage at scribe after 5,000 hours exposure.
 - f. Salt Spray: ASTM B117 (2 Coats Series N69) - No blistering, cracking or delamination of film. No more than 1% rusting on plane. No more than 1/16" rust creepage at scribe after 6,700 hours exposure.
 - g. Salt Spray: ASTM B117 (Series 90-97 with 2 Coats Series N69) - No blistering, cracking, rusting or delamination of film. No more than 1% rusting on plane. No more than 3/16" rust creepage at scribe after 20,000 hours exposure.
7. Series 90-97 Tneme-Zinc – Aromatic Zinc-Rich Urethane:
 - a. Zinc Pigment: 83% by weight in dried film
 - b. Adhesion: ASTM D4541 (Type II) - No less than 1,516 psi (10.46 MPa)

Exhibit "A"

adhesion, average of three tests.

- c. Adhesion: ASTM D4541 (Type V) – No less than 2,083 psi (14.36 MPa) adhesion, average of three tests.
 - d. Prohesion: ASTM G85 – No blistering, cracking or delamination of film. No more than 1/64" rust creepage at scribe after 15,000 hours exposure.
 - e. Salt Spray: ASTM B117 - No blistering, cracking or delamination of film. No more than 1/8" creepage at scribe and no more than 1% rusting on plane after 50,000 hours exposure.
8. Series 104 HS Epoxy – Cycloaliphatic Amine Epoxy:
- a. Adhesion: ASTM D4541 (Steel) – No less than 900 psi (6.21 MPa) pull, average of three tests.
 - b. Adhesion: ASTM D4541 (Concrete) – No less than 400 psi (2.76 MPa) pull, average of three tests.
 - c. Chemical Immersion: NACE TM-01-74, Procedure B – No blistering, cracking or delamination of film after seven days (Contact Tnemec for complete list).
 - d. Salt Spray (Fog): ASTM B117 - No blistering, cracking, rusting or delamination of film. No more than 1/32" (.8 mm) rust creepage at scribe after 1,500 hours exposure.
9. Series 113 Tneme-Tufcoat – Waterborne Acrylic Epoxy:
- a. Adhesion: ASTM D4541 - No less than 380 psi (2.6 MPa) pull, average of three tests (applied directly to concrete block).
 - b. Humidity: ASTM D2247 - No blistering, cracking or delamination after 1,000 hours exposure.
 - c. Scrubbability: ASTM D4213 – After 1,000 cycles, less than .8 mils (20.3 microns) removed and less than 2 units gloss change. Erosion rate of dry film less than 25 microlitres per 100 cycles.
10. Series N140 Pota-Pox Plus – Polyamidoamine Epoxy:
- a. Adhesion: ASTM D4541 - No less than 1,943 psi (13.40 MPa) pull, average of three tests.
 - b. Exterior Exposure: ASTM D1014 - No blistering, cracking, checking, rusting or delamination of film. No rust creepage at scribe after 5 years exposure.
 - c. Humidity: ASTM D4585 - No blistering, cracking or delamination of film after 10,000 hours exposure.
 - d. Immersion: ASTM D870 - No blistering, cracking, rusting or delamination of film after 2,000 hours continuous immersion in deionized water at 140°F, average of three tests.
 - e. Prohesion: ASTM G85 – No blistering, cracking, checking, rusting or delamination of film. No more than 1/8" rust creepage at scribe after

Exhibit "A"

5,000 hours exposure.

- f. Salt Spray (Fog): ASTM B117 (2 Coats Series N140) - No blistering, cracking or delamination of film. No more than 1% rusting on plane. No more than 1/16" rust creepage at scribe after 6,700 hours exposure.
 - g. Salt Spray (Fog): ASTM B117 (Series 91H₂O and 2 Coats Series N140) - No blistering, cracking, checking or delamination of film. No more than 1% rusting on plane and no more than 3/16" rust creepage at scribe after 20,000 hours exposure.
11. Series 156 Enviro-Crete – Modified Waterborne Acrylate:
- a. Adhesion: ASTM D7234 – Exceeds the cohesive strength of concrete substrate (400 psi), average of three tests.
 - b. Fungal/Mold/Mildew Resistance: ASTM D3273 – No More than slight mold growth after five weeks exposure.
 - c. QUV Exposure: ASTM D4587 (UVA-340 bulbs, 8 hours UV, 4 hours condensation) - No blistering, cracking, chalking or delamination of the film. No less than 69% gloss retention, no more than 1.1 units gloss loss, and no more than 3.59 DE (FMC-2) color change (white) after 5,000 hours QUV exposure.
 - d. Salt Spray: ASTM B117 - No blistering, cracking or delamination of film. No visible damage to coating or substrate after 5,000 hours.
 - e. Tensile Strength, Elongation, Modulus of Elasticity: ASTM D2370 - Elongation no less than 200 percent, average of five tests. Tensile strength no less than 250 psi (1.7 MPa), average of three tests.
 - f. Wind Driven Rain Resistance: TT-C-555B (Formerly FED TT-C-555B), Section 4.4.7.3 - No damage to coating or substrate. No visible moisture on the back of lightweight block after 48 hours exposure.
12. Series 222 Deco-Tread – Colored Quartz-Filled Modified Polyamine Epoxy:
- a. Coefficient of Friction: ASTM D2047 – 1.2 static coefficient of friction, average of 12 tests.
 - b. Compressive Strength: ASTM C579 - 15,567 psi (107.33 MPa) compressive strength.
 - c. Flexural Strength and Modulus of Elasticity: ASTM D790 - No less than 2,867 psi (19.77 MPa) flexural strength and 127,876 psi (881.67 MPa) flexural modulus of elasticity, average of five tests.
 - d. Tensile Strength: ASTM C307 - 2,100 psi (14.5 MPa) tensile strength, average of three tests.
 - e. Thermal Expansion: ASTM C531 - No more than 1.85 x 10⁻⁵ linear coefficient of thermal expansion per °F, average of two rounds of six tests.
13. Series 241 Ultra-Tread MVT – Polyurethane Modified Concrete:
- a. Can be applied to 10 day old concrete

Exhibit "A"

- b. Withstands moisture vapor transmission up to 20 lbs per ASTM F1869
 - c. Withstands relative humidity up to 99% per ASTM F2170
 - d. Adhesion: ASTM D7234 - Exceeds the cohesive strength of the concrete substrate (~400 psi), average of three tests.
 - e. Compressive Strength: ASTM C579 - No less than 4,922 psi (33.94 MPa) compressive strength, average of six tests.
 - f. Flexural Strength and Modulus of Elasticity: ASTM C580 - No less than 2,438 psi (16.81 MPa) flexural strength and 313,614 psi (2,162 MPa) modulus of elasticity (tangent), average of five tests.
 - g. Tensile Strength: ASTM C307 - No less than 1,015 psi (7.00 MPa) tensile strength, average of six tests.
14. Series 257 Excellathane SS – Modified Aliphatic Polyaspartic:
- a. Abrasion: ASTM D4060 (CS-17 Wheel, 1,000 grams load) – No more than 39 mg loss after 1,000 cycles with 1,000 gram load, average of three tests.
 - b. Hardness: ASTM D2240 – No less than 69 Shore Type D hardness, average of five tests.
 - c. Impact: MIL D3134 – No more than 1/16" permanent indentation. No cracking, checking or delamination of the film after 240 in-lb (27 J) direct impact, average of three tests.
 - d. QUV Exposure: ASTM D4587 (Over Series 700) – No blistering, cracking, chalking or delamination of the film. No less than 94% gloss retention, no more than 5.8 units gloss loss, and no more than 0.41 DE00 color change after 500 hours QUV exposure.
 - e. Rate of Burning: Self-extinguishing (HB Classification), average of ten tests.
 - f. Water Absorption: ASTM C413 – No more than a 0.0194 grams of water absorption, average of six tests.
 - g. Water Vapor Transmission: ASTM D1653 (Method B Wet Cup, Condition C) – No more than 7.68 g/m² per 24h water vapor transmission, and no more than 0.56 perms (0.37 metric perms) water vapor permeance, average of three trials.
15. Series 700 Hydroflon – Advanced Thermoset Solution Fluoropolymer:
- a. Exterior Exposure: AAMA 2605 (South Florida Marine Exposure) – Exceeds the exterior weathering requirements of the American Architectural Manufacturers Association (AAMA) 2605 standard.
 - b. Exterior Exposure: AAMA 2604 (South Florida Marine Exposure) – Exceeds the exterior weathering requirements of the American Architectural Manufacturers Association (AAMA) 2604 standard.
 - c. Exterior Exposure: ASTM D4141, Method C (EMMAQUA) – No blistering, cracking, chalking or delamination. No less than 80% gloss

Exhibit "A"

retention and no more than 0.18 DE00 (DEHunter 0.29) color change after 5,000 MJ/m² of UV exposure (166,820 MJ/m² total).

- d. QUV Exposure: ASTM D4587 - No blistering, cracking or chalking. No less than 61% gloss retention (31.4 units gloss change) and 1.89 DEFMC2 (MacAdam units) color change (white) after 25,000 hours exposure.
 - e. Xenon Arc Weathering: ASTM D6695 - No blistering, cracking or chalking. No less than 87% gloss retention (11.9 units gloss change) and no greater than 0.37 DE00 color change (white) after 8,000 hours Xenon Arc exposure.
16. Series 1094 Endura-Shield – Aliphatic Acrylic Polyurethane:
- a. Volatile Organic Compounds (Thinned 15%): 0.80 lbs/gallon (96 grams/litre)
 - b. Cyclic Salt Fog / UV Exposure: ASTM D5894 – No blistering, cracking, rusting or delamination of film after 5,000 hours (15 cycles) of cyclic salt fog/UV cycling.
 - c. Hardness: ASTM D3363 – No less than 3B scratch hardness after 30 days cure.
 - d. Prohesion: ASTM G85 – No blistering, cracking, rusting or delamination of film and no rust creepage at the scribe after 3,000 hours of exposure.
 - e. QUV Exposure: ASTM D4587 (UVA-340 bulbs, 8 hours UV, 4 hours condensation) - No blistering, cracking or delamination of film. No less than 80% gloss retention, no more than 16 units gloss loss and no more than 1.89 DECIE2000 color change after 4,000 hours QUV exposure
17. Series 1095 Endura-Shield – Aliphatic Acrylic Polyurethane:
- a. Volatile Organic Compounds (Thinned 15%): 0.80 lbs/gallon (96 grams/litre)
 - b. Cyclic Salt Fog / UV Exposure: ASTM D5894 – No blistering, cracking, rusting or delamination of film or creepage at the scribe after 5,376 hours of exposure.
 - c. Hardness: ASTM D3363 – No gouging or scratching with an HB or less pencil.
 - d. Prohesion: ASTM G85 – No blistering, cracking, rusting or delamination of film after 5,000 hours exposure.
 - e. QUV Exposure: ASTM D4587 (UVA-340 bulbs, 8 hours UV, 4 hours condensation) - No blistering, cracking or delamination. No less than 58% gloss retention or 15.2 units gloss change and 1.40 DECIE2000 color change (white) after 4,000 hours exposure.
18. Series 1096 Endura-Shield – Aliphatic Acrylic Polyurethane:
- a. Volatile Organic Compounds (Thinned 10%): 0.69 lbs/gallon (82

Exhibit "A"

grams/litre)

- b. Cyclic Sale Fog/ UV Exposure: ASTM D5894 - No blistering, cracking, rusting or delamination of film after 5,000 hours (15 cycles) of cyclic salt fog/UV cycling.
- c. Hardness: ASTM D3363 – No less than H scratch hardness after 30 days cure.
- d. Prohesion: ASTM G85 – No blistering, cracking, rusting or delamination of film and no rust creepage at the scribe after 1,500 hours of exposure.
- e. QUV Exposure: ASTM D4587 (UVA-340 bulbs, 8 hours UV, 4 hours condensation) - No blistering, cracking or delamination of the film. No less than 57% gloss retention, no more than 3.2 units gloss loss, and no more than 1.71 DECIE 2000 color change after 5,000 hours QUV exposure.
- f. Salt Spray (Fog): ASTM B117 - No blistering, cracking, rusting or delamination of film and no rust creepage at the scribe after 2,500 hours of continuous salt spray exposure.

2.04 COLORS

- A. Refer to Utilities Division Color Coding guidance found in Appendix A
- B. Formulate with colorants free of lead, lead compounds, or other materials which might be affected by presence of hydrogen sulfide or other gas likely to be present at the project.
- C. Proprietary identification of colors if for identification only. Any authorized manufacturer may supply matches.

2.05 TESTING GAUGES

- A. Furnish a magnetic type dry film thickness gauge, to test coating thickness specified in mils, as manufactured by:
 - 1. Nordson Corp., Anaheim, CA, Mikrotest
 - 2. Or equal
- B. Furnish an electrical holiday detector, low voltage, wet sponge type to test finish coat, except zinc primer, high-build elastomeric coatings, and galvanizing, for holidays and discontinuities as manufactured by:
 - 1. Tinker and Rasor, San Gabriel, CA, Model M-1
 - 2. Or equal
- C. Furnish a high voltage holiday detector for elastomeric coatings in excess of 25 mils dry film thickness. Unit to be as recommended by the coatings manufacturer.

2.06 PRODUCT SUBSTITUTIONS

- A. Proposed product substitutions may be considered. A complete submittal by the alternate manufacturer must be received by the Engineer. To be complete, the submittal must contain the following:

Exhibit "A"

1. A letter on Manufacture letterhead which explains why the proposed product substitution meets or exceeds every paragraph of this specification.
2. Manufacturer's literature for each product giving the name, generic type, descriptive information and evidence of satisfactory past performance.
3. Independent laboratory certification that their product meets or exceeds the performance criteria of the specified materials.
4. An installation list and references for a minimum of 20-years of similar applications.

PART 3 - EXECUTION

3.01 CLEANING AND PROTECTION

- A. It shall be the responsibility of the Contractor to protect at all times, in areas where painting is being done, floors, materials of other crafts, equipment, vehicles, fixtures, and finished surfaces adjacent to paint work. Cover all electric plates, surface hardware, nameplates, gauge glasses, etc., before start of painting work.
- B. At the option of the Owner during the course of this project, the Contractor will contain all spent abrasives, old paint chips, paint overspray and debris by means suitable to the Owner, including, but not limited to, full shrouding of the area.
- C. If shrouding is required, the Contractor must provide a complete design of the intended shroud or cover. Care must be taken not to modify or damage the structure during the use of the shroud. If damage should occur, the Contractor is held responsible for all repairs.
- D. At completion of the work, remove all paint where spilled, splashed, spattered, sprayed or smeared on all surfaces, including glass, light fixtures, hardware, equipment, painted and unpainted surfaces.
- E. After completion of all painting, the Contractor shall remove from job site all painting equipment, surplus materials and debris resulting from this work.
- F. The Contractor is responsible for the removal and proper disposal of all hazardous materials from the job site in accordance with Local, State and Federal requirements as outlined by the Environmental Protection Agency.
- G. A notarized statement shall be presented to the Owner that all hazardous materials have been disposed of properly including, but not limited to: name of disposal company, disposal site, listing of hazardous materials, weights of all materials, cost per pound and EPA registration number.

3.02 ENVIRONMENTAL CONDITIONS

- A. Coatings shall not be applied in temperature exceeding the manufacturer's recommended maximum and minimum allowable, nor under adverse conditions such as dust, smoke-laden atmosphere, damp or humid weather.

3.03 PREPARATION OF SURFACES

- A. All surfaces to be coated shall be prepared as specified herein and shall be dry and clean before coating. Specific surface preparation shall be specified for the individual coating systems.

Exhibit "A"

- B. The surface shall be cleaned as specified for the paint system being used. All cleaning shall be as outlined in the Society for Protective Coatings Surface Preparation Specification, unless otherwise noted. If surfaces are subject to contamination, other than mill scale or normal atmospheric rusting, the surfaces shall be pressure washed, and acid or caustic pH residues neutralized, in addition to the specified surface preparation.
- C. Standards for Surface Preparation
1. SSPC-SP1: Solvent Cleaning: Remove all grease, oil, salt, acid, alkali, dirt, dust, wax, fat, foreign matter and contaminants, etc. by one of the following methods: steam cleaning, alkaline cleaning, or volatile solvent cleaning.
 2. SSPC-SP2: Hand Tool Cleaning: Removal of loose rust, loose mill scale and loose paint to a clean sound substrate by hand chipping, scraping, sanding and wire brushing.
 3. SSPC-SP3: Power Tool Cleaning: Removal of loose rust, loose mill scale and loose paint to a clean sound substrate by power tool chipping, descaling, sanding, wire brushing and grinding.
 4. SSPC-SP5/NACE No.1: White Metal Blast Cleaning: Complete removal of all mill scale, rust, rust scale, previous coating, etc., leaving the surface a uniform gray-white color.
 5. SSPC-SP6/NACE No.3: Commercial Blast Cleaning: Complete removal of all dirt, rust scale, mill scale, foreign matter and previous coating, etc., leaving only shadows and/or streaks caused by rust stain and mill scale oxides. At least 66% of each square inch of surface area is to be free of all visible residues, except slight discoloration.
 6. SSPC-SP7/NACE No.4: Brush-Off Blast Cleaning: Removal of rust scale, loose mill scale, loose rust and loose coatings, leaving tightly-bonded mill scale, rust and previous coatings. On concrete surfaces, brush-off blast cleaning shall remove all laitance, form oils and solid contaminants. Blasting should be performed sufficiently close to the surface so as to open up surface voids, bugholes, air pockets and other subsurface irregularities, but so as not to expose underlying aggregate.
 7. SSPC-SP10/NACE No.2: Near-White Blast Cleaning: Removal of all rust scale, mill scale, previous coating, etc., leaving only light stains from rust, mill scale and small specks of previous coating. At least 95% of each square inch of surface area is to be free of all visible residues and the remainder shall be limited to slight discoloration.
 8. SSPC-SP11: Power Tool Cleaning to Bare Metal: Complete removal of rust, rust scale, mill scale, foreign matter and previous coatings, etc., to a standard as specified on a Commercial Grade Blast Cleaning (SSPC-SP-6, NACE-3) by means of power tools that will provide the proper degree of cleaning and surface profile.
 - a. SSPC-SP13/NACE No.6: Surface Preparation of Concrete: Provides requirements for surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems.

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9. International Concrete Restoration Institute (ICRI):
 - a. ICRI 310.1R - Exposed Reinforcing bar (Rebar) Repair
 - b. ICRI-CSP 1 – 10: Concrete Surface Profiles 1 through 10
10. SSPC-SP14/NACE No.8: Industrial Blast Cleaning: An industrial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dust, and dirt. Traces of tightly adherent mill scale, rust, and coating residues are permitted to remain on 10% of each unit area of the surface if they are evenly distributed.
11. SSPC-SP15: Commercial Grade Power Tool Cleaning: A commercial grade power tool cleaned steel surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, rust, coating, oxides, mill scale, corrosion products, and other foreign matter, except as noted. Random staining shall be limited to no more than 33% of each unit area of surface as defined.
12. SSPC-SP16: Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steel, and Non-Ferrous Metals: brush-off blast cleaned non-ferrous metal surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, metal oxides (corrosion products), and other foreign matter. Intact, tightly adherent coating is permitted to remain. Bare metal shall have a uniform angular anchor profile of at least 0.75 mils.
13. SSPC-SP18: Thorough Spot and Sweep Blast Cleaning for Industrial Coating Maintenance: A thorough spot and sweep blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dust, and dirt. Areas of exposed steel shall be cleaned to near white metal level (Reference SSPC-SP10). Retained coatings shall have no visible chalk, cracks, blisters, residual corrosion staining, delamination, or other defects after the blasting, and shall be uniformly roughened. Retained existing coating shall have sufficient adhesion that it cannot be removed by lifting with a dull putty knife. No loose or lifted edges may remain.
14. Visual standards "Pictorial Surface Preparation Standards for Painting Steel Surfaces", and the National Association of Corrosion Engineer, "Blasting Cleaning Visual Standards" TM-01-70 and TM-01-75 shall be considered as standards for proper surface preparation.
15. NAPF 500-03-04:
 - a. Internal Pipe Surface: When viewed without magnification, the internal surfaces shall be free of all visible dirt, dust, annealing layer, rust, mold, coatings, and other foreign matter. Random staining and tightly adhered annealing oxide residue shall be limited to no more than 5%.
 - b. External Pipe Surface: When viewed without magnification, the exterior surfaces shall be free of all visible dirt, dust, loose annealing oxide, rust, mold, coatings, and other foreign matter.
16. NAPF 500-03-05: Fitting Blast Clean #2: When viewed without magnification, no more than 5% staining may remain on the surface and the exterior surfaces shall be free of all visible dirt, dust, annealing oxide, rust, mold, coatings, and other foreign matter.

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17. Oil, grease, soil, dust, etc., deposited on the surface preparation that has been completed shall be removed prior to painting according to SSPC-SP1 Solvent Cleaning.
18. Weld flux, weld spatter and excessive rust scale shall be removed by Power Tool Cleaning as per SSPC-SP11-87T.
19. All weld seams, sharp protrusions, and edges shall be ground smooth prior to surface preparation or application of any coatings.
20. All areas requiring field welding shall be masked off prior to shop coating, unless waived by the Engineer.
21. All areas which require field touch-up after erection, such as welds, burn backs, and mechanically damaged areas, shall be cleaned by thorough Power Tool as specified in SSPC-SP11-87T.
22. Touch-up systems will be same as original specification except that approved manufacturer's organic zinc-rich shall be used in lieu of inorganic zinc where this system was originally used. Also strict adherence to manufacturer's complete touch-up recommendations shall be followed. Any questions relative to compatibility of products shall be brought to the Engineer's attention; otherwise, Contractor assumes full responsibility.
23. Steel shall be blasted unless otherwise specified. Blasting shall be done with a centrifugal wheel or compressed air blasting equipment, using proper abrasives to attain an average profile depth of 1.5 mils. Do not re-use sand or flint abrasives. Short abrasives must be thoroughly clean of contamination before re-use. Blow dust and grit from surface with clean, dry air. Coat within 8 hours or before rust contamination occurs.
24. All concrete shall have cured for 28 days unless otherwise specified.
25. When specified, the surface shall be pretreated in accordance with the specified pretreatment prior to application of the prime coat of paint.

3.04 COATING SYSTEMS

- A. Paint systems in this article are based on "MPI Manual." For renovation projects, consult "MPI Maintenance Repainting Manual" and revise paint systems accordingly.
- B. Refer to Paragraph 3.03 for general surface preparation guidelines.
- C. All surface preparation listed within this section is to be performed in addition to the surface preparation listed in Article 3.3.
- D. General (Stripe Coating, Inaccessible Areas, Touch-Ups):
 1. Surfaces that will be inaccessible after assembly shall receive either the full specified paint system or three shop coats of the specified Primer/1st Coat before assembly.
 2. All edges and weld seams in immersion service shall receive a "stripe coat" (applied by brush) of the 2nd coat prior to application of the full 2nd coat.
 3. All open seams in the roof area of storage tanks shall be filled after application of the final coat with a flexible sealant that is suitable for the exposure.
 4. Touch-Up and Touch-Up Materials:

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- a. All areas which require field touch-up after erection, such as welds, burnbacks, and mechanically damaged areas, shall be prepared per the Manufacturer's latest written recommendations.
 - b. Strict adherence to manufacturer's complete touch-up recommendations shall be followed. Any questions relative to compatibility of products shall be brought to the Owner and Manufacturer's attention. Otherwise, Contractor assumes full responsibility.
 - c. The Contractor shall provide, at the end of the Project, at least one (1) gallon of each generic topcoat in each color as specified by the Owner for future touch-up. Two gallons may be required for (2) component materials.
- E. EXTERIOR FERROUS METAL, STEEL AND DIP – UV EXPOSED, NON-IMMERSION, ABOVE GRADE, RE-PAINT:
 - 1. Option 1 – TNAMEC System No. 700-1: Zinc/Urethane/Fluoropolymer
 - a. This system must provide outstanding resistance to ultra-violet light degradation and the absolute best color and gloss retention available. This system shall have excellent resistance to abrasion and chalking, and is recommended for coastal environments and on structures where extremely long-term maintenance cycles are desired (such as elevated tanks and surfaces with custom artwork).
 - b. Surface Preparation: New Construction - SSPC-SP6/NACE No.3 Commercial Blast Cleaning with a minimum 1.5 mil angular anchor profile. Re-paint – Spot SSPC-SP1 and SP3, SSPC/NACE #4 for remainder.
 - c. Primer: Series 90-97 Tname-Zinc @ 2.5 - 3.5 mils
 - d. 2nd Coat: Series N69 Hi-Build Epoxoline @ 2.0 - 6.0 mils
 - e. 3rd Coat: Series 1095 Endura-Shield @ 2.0 - 5.0 mils
 - f. 4th Coat: Series 700 Hydroflon @ 2.0 - 3.0 mils (Specify 700 for gloss, 701 for semi-gloss)
 - g. Total Dry Film Thickness: 8.5 - 17.5 mils
 - h. Minimum Dry Film Thickness: 10.0 mils
 - i. Note: for re-paint conditions, the above system may be reduced in accordance with the manufacturer's recommendations after inspecting the project.
 - 2. Option 2 – PPG PSX 700
 - a. This system must provide outstanding resistance to ultra-violet light degradation and the absolute best color and gloss retention available. This system shall have excellent resistance to abrasion and chalking, and is recommended for coastal environments and on structures where extremely long-term maintenance cycles are desired (such as elevated tanks and surfaces with custom artwork).

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- b. Surface Preparation: New Construction - SSPC-SP6/NACE No.3 Commercial Blast Cleaning with a minimum 1.5 mil angular anchor profile. Re-paint – Spot SSPC-SP1 and SP3, SSPC/NACE #4 for remainder.
 - c. Spot-Amerilock 400 / Series 2 @ 4.0 - 6.0 mils
 - d. Full-Amerilock 400 / Series 2 @ 4.0 - 6.0 mils
 - e. PPG PSX 700 @ 3.0 - 5.0 mils
 - f. Colored Surface Areas - PPG PSX 700 @ 3.0 - 5.0 mils
 - g. Total Dry Film Thickness: 10.0-22.0 mils
 - h. Minimum Dry Film Thickness: 10.0 mils
 - i. Note: for re-paint conditions, the above system may be reduced in accordance with the manufacturer's recommendations after inspecting the project.
- F. EXTERIOR FERROUS METALS, STEEL AND DIP – BELOW GRADE:
- 1. System No. N69-1: Epoxy/Epoxy/Epoxy or Urethane
 - a. This system provides exceptional corrosion protection in buried environments. It offers better corrosion protection and a healthier application process than coal-tar epoxies. The 3rd coat is dependent on the exposure – for buried areas use an extra coat of high-solids epoxy, for UV-exposed, non-immersion areas use an aliphatic acrylic urethane. Series 1094 has a gloss finish. For a different sheen, apply Series 1095 (semi-gloss) or Series 1096 (eggshell) at the same thickness.
 - b. Surface Preparation: SSPC-SP10/NACE No. 2 Near-White Blast Cleaning with a minimum angular anchor profile of 1.5 mil
 - c. Shop Coat: Series N140 or Series N69 @ 2.0 – 10.0 mils
 - d. 2nd Coat: Series N69 Hi-Build Epoxoline @ 4.0 - 10.0 mils
 - e. 3rd Coat (Buried Areas Only): Series N69 Hi-Build Epoxoline @ 4.0 - 10.0 mils
 - f. 3rd Coat (UV Exposed, Non-immersion Areas Only): Series 1094 @ 2.5 - 5.0 mils
 - g. Total Dry Film Thickness: 10.0 – 30.0 mils
 - h. Minimum Dry Film Thickness: 11.0 mils
- G. Exterior Ferrous Metals, Steel and DIP - Above Grade, Misc. Metals.
- 1. System No. 1094-3: Epoxy Mastic/Urethane (Overcoat)
 - a. This system can be used over factory finish paint or over non-sandblasted steel and offers the high performance of an epoxy/urethane system. Series 1094 has a gloss finish. For a different sheen, apply Series 1095 (semi-gloss) or Series 1096 (eggshell) at the same thickness. Note: It is recommended Tnemec be contacted for an overcoat evaluation prior to specifying an overcoat system.

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- b. Surface Preparation: High Pressure Water Clean (min. 3500 psi, 3 to 5 gallons per minute, using an oscillating tip and potable water). A cleaning detergent such as Trisodium Phosphate should be used to facilitate cleaning. A degreaser may be required for oil soaked areas or heavily contaminated areas.
 - c. Some spot areas may require Hand Tool (SSPC-SP2), Power Tool Cleaning (SSPC-SP3), or Brush Blast (SSPC-SP7/NACE No. 4) to remove loose surface rust.
 - d. Existing coatings must be clean, dry, and tightly adhering prior to application of coatings.
 - e. Spot Prime (Areas of Bare Steel): Series 135 Chembuild @ 4.0 – 6.0 mils
 - f. 1st Coat: Series 135 Chembuild @ 4.0 - 6.0 mils
 - g. 2nd Coat: Series 1094 Endura-Shield @ 2.0 - 5.0 mils
 - h. Total Dry Film Thickness: 6.0 - 11.0 mils*
- H. Minimum Dry Film Thickness: 7.0 mils
- I. EXTERIOR FERROUS METALS, STEEL, DIP – IMMERSION, NON-POTABLE, CORROSIVE:
 - 1. System No. 104-1: Cycloaliphatic Amine Epoxy (Non-Potable Water)
 - a. This system will provide chemical and corrosion resistance for protection against moisture, corrosive fumes, chemical contact and immersion in mild to moderate wastewater, such as clarifiers, chlorine contact basins, aeration basins, settling basins and other open top (aerobic) structures. Shop coat must be touched-up before second coat is applied.
 - b. Surface Preparation: SSPC-SP10/NACE No.2 Near-White Blast Cleaning with a minimum 1.5 mil angular anchor profile.
 - c. Shop Coat: Series 1 Omnithane @ 2.5 - 3.5 mils
 - d. 2nd Coat: Series 104 Hi-Build Epoxoline @ 6.0 - 8.0 mils
 - e. 3rd Coat: Series 104 Hi-Build Epoxoline @ 6.0 - 8.0 mils
 - f. Total Dry Film Thickness: 14.5 - 19.5 mils
 - g. Minimum Dry Film Thickness: 15.5 mils
 - h. Allow Series 104 to cure for 7 days at 75°F prior to immersion service.
- J. FERROUS METALS, STEEL, DIP – IMMERSION, POTABLE WATER
 - 1. System No. 21-1: Polyamide Epoxy (Potable Water)
 - a. This system meets American Water Works Association AWWA D 102 Inside Coating System Number 5. Series 21 meets the requirements of approval for potable water use as established by NSF Std 600 for tanks and reservoirs of 20,000 gallons capacity or greater.

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- b. Surface Preparation: SSPC-SP10/NACE No.2 Near-White Blast Cleaning with a minimum angular anchor profile of 2.0 mils.
 - c. Shop Coat: Series 94H₂O Hydro-Zinc @ 2.5 – 3.5 mils
 - d. Stripe Coat (Weld Seams and Edges): Apply Series 21 by brush
 - e. 2nd Coat: Series 21 Epoxoline @ 6.0 - 10.0 mils
 - f. 3rd Coat: Series 21 Epoxoline @ 6.0 - 10.0 mils
 - g. Total Dry Film Thickness*: 14.5 - 23.5 mils**
 - h. Minimum Dry Film Thickness: 16.0 mils
 - i. *Total Dry Film Thickness excludes stripe coat
 - j. **In order to maintain NSF Std. 600 approval, maximum Series 21 DFT is 20 mils.
- K. Allow Series 21 to cure for 7 days at 75°F prior to service.
- L. EXTERIOR CONCRETE & MASONRY – ABOVE GRADE, UV-EXPOSED (NON-IMMERSION):
- 1. System No. 156-1: Modified Waterborne Acrylate (Elastomeric)
 - a. This system provides a breathable elastomeric with exceptional elongation for spanning hairline cracks in concrete structures. It also provides mold & mildew resistance, as well as wind-driven rain resistance. If a textured finish is preferred, use 157 Enviro-Crete TX (medium texture) @ 6.0 – 9.0 mils dry film thickness per coat.
 - b. Existing Conditions: Prior to coating, bare concrete shall have a “broom” or “rubbed” finish and be free of bugholes. If necessary, apply Tnemec Series 218 in accordance with the manufacturer’s recommendations to achieve this finish.
 - c. Surface Preparation: Allow concrete to cure for 28 days. Surface must be clean and dry.
 - d. Block Filler (CMU only): 1254 Epoxoblock @ 100 – 150 ft²/Gallon
 - e. 1st Coat: Series 156 Enviro-Crete @ 4.0 - 8.0 mils
 - f. 2nd Coat: Series 156 Enviro-Crete @ 4.0 - 8.0 mils
 - g. Total Dry Film Thickness: 8.0 - 16.0 mils
 - h. Minimum Dry Film Thickness: 10.0 mils
- M. EXTERIOR CONCRETE & MASONRY – EXTERIOR, BELOW GRADE:
- a. System No. 46H-413-3: Polyamide Epoxy-Coal Tar
 - b. This system provides a high-build coating for underground conditions.
 - c. Surface Preparation: Allow new concrete to cure for 28 days. Surface shall be clean and dry.
 - d. One or Two Coats: 46H-413 Hi-Build Tneme-Tar

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- e. Total Dry Film Thickness: 16.0 - 20.0 mils*
- N. INTERIOR CONCRETE & MASONRY – NON-IMMERSION:
- 1. System No. 113-1: Acrylic-Epoxy
 - a. This system will provide high performance and can be applied directly over existing coatings without lifting. Can be used when low odor is required during application. Note: Series 113 has a Satin finish. For a gloss finish, specify Series 114 Tneme-Tufcoat.
 - b. Existing Conditions: Prior to coating, bare concrete shall have a “broom” or “rubbed” finish and be free of bugholes. If necessary, apply Tnemec Series 218 in accordance with the manufacturer’s recommendations to achieve this finish.
 - c. Surface Preparation: Allow new concrete and masonry to cure for 28 days. Surface must be clean and dry.
 - d. Block Filler (CMU only): Series 1254 Epoxoblock WB @ 100 – 150 ft²/Gallon
 - e. 1st Coat: 113 Tneme-Tufcoat @ 4.0 – 6.0 mils
 - f. 2nd Coat: 113 Tneme-Tufcoat @ 4.0 – 6.0 mils
 - g. Total Dry Film Thickness: 8.0 - 12.0 mils
 - h. Minimum Dry Film Thickness: 9.0 mils
- O. EXTERIOR CONCRETE & MASONRY – IMMERSION, NON-POTABLE:
- 1. System No. 104-3: Cycloaliphatic Amine Epoxy (Non-Potable Water)
 - a. This system will provide chemical and corrosion resistance for protection against abrasion, moisture, corrosive fumes, chemical contact and immersion in mild to moderate Wastewater, such as clarifiers, chlorine contact basins, aeration basins, settling basins and other open top (aerobic) structures.
 - b. Surface Preparation: Allow new concrete to cure for 28 days. Mechanically abrade per SSPC-SP13/NACE No.6 to remove all laitance, fines, curing compounds, form release oils, and other contaminants, and to establish a surface profile equal to ICRI CSP 5 or greater on vertical surfaces, and an ICRI-CSP 3-5 surface profile on horizontal surfaces.
 - c. Surfacer / Patcher: Apply Tnemec Series 218 to all vertical surfaces at a minimum of 1/16” and as needed to bring all surfaces (vertical and horizontal) to level. Series 218 is to re-surface concrete, fill voids and bugholes, mitigate concrete outgassing, and to create a monolithic, paintable surface.
 - d. 1st Coat: Series 104 H.S. Epoxy (backrolled) @ 6.0 - 8.0 mils
 - e. 2nd Coat: Series 104 H.S. Epoxy @ 6.0 - 8.0 mils
 - f. 3rd Coat: Series 104 H.S. Epoxy @ 6.0 - 8.0 mils
 - g. Total Dry Film Thickness: 18.0 - 24.0 mils

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- ### P. EXTERIOR CONCRETE & MASONRY – IMMERSION, POTABLE:
- h. Minimum Dry Film Thickness: 20.0 mils
 - i. Allow Series 104 to cure for 7 days at 75°F prior to immersion service.
- ### 1. System No. 21-2: Polyamide Epoxy (Potable Water)
- a. This system meets American Water Works Association AWWA D 102 Inside Coating System No. 1. Series 21 meets the requirements of approval for potable water use as established by NSF Std 600 for tanks and reservoirs of 20,000 gallons capacity or greater.
 - b. Surface Preparation: Allow new concrete to cure for 28 days. Mechanically abrade per SSPC-SP13/NACE No.6 to remove all laitance, fines, curing compounds, form release oils, and other contaminants, and to establish a surface profile equal to ICRI CSP 5 or greater on vertical surfaces, and an ICRI-CSP 3-5 surface profile on horizontal surfaces.
 - c. Surfer / Patcher: Apply Tnemec Series 218 to all vertical surfaces at a minimum of 1/16" and as needed to bring all surfaces (vertical and horizontal) to level. Series 218 is to re-surface concrete, fill voids and bugholes, mitigate concrete outgassing, and to create a monolithic, paintable surface.
 - d. 1st Coat: Series 21 @ 6.0 - 10.0 mils
 - e. 2nd Coat: Series 21 @ 6.0 - 10.0 mils
 - f. Total Dry Film Thickness: 12.0 - 20.0 mils*
 - g. Minimum Dry Film Thickness: 13.0 mils
 - h. *In order to maintain NSF Std. 600 approval, maximum allowable DFT is 20 mils. Allow Series 21 to cure for 7 days at 75°F prior to service
- ### Q. INTERIOR CONCRETE FLOORS (RESINOUS FLOORING SYSTEMS):
1. System No. 222-1: Decorative Quartz Flooring (Decorative Non-Slip, Interior)
 - a. This system provides a decorative, chemical, abrasion, impact resistant, non-slip, seamless flooring system with a moisture mitigating base coat that resists up to 20 lbs of moisture vapor pressure, 99% relative humidity, and can be applied on 10-day old concrete. This floor utilizes clear resins, allowing for visibility of the quartz or other aggregate. For a solid-color floor, tint the 2nd and 3rd coats with Series 820 field tint.
 - b. Surface Preparation: Allow new concrete to cure for 10 days. Mechanically abrade in accordance with NACE No.6/SSPC-SP13 to provide a minimum surface profile equal to ICRI-CSP4-5.
 - c. 1st Coat: 241 Ultra-Tread MVT @ 70 ft² per small kit. Broadcast 1st Coat with Quartz or aggregate of choice.
 - d. 2nd Coat: 222 Deco-Tread @ 1/16", or about 80 ft² / gallon. Broadcast 2nd Coat with Quartz or aggregate of choice.

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- e. 3rd Coat: 257 Excellathane SS (clear) @ 8.0 - 16.0 mils, or 100-201 ft² / gallon
- f. Minimum Dry Film Thickness: 1/8"

3.05 APPLICATION

- A. Paint shall be applied only on thoroughly dry surfaces and during periods of favorable weather, unless otherwise allowed by the paint manufacturer. Except as provided below, painting shall not be permitted when the atmospheric temperature is below 50° F, or when freshly painted surfaces may be damaged by rain, fog, dust, or condensation, and/or when it can be anticipated that these conditions will prevail during the drying period.
- B. No coatings shall be applied unless surface temperature is a minimum of 5° above dew point; temperature must be maintained during curing.
- C. Mechanical mixers, capable of thoroughly mixing the pigment and vehicle together, shall mix the paint prior to use where required by manufacturer's instructions; thorough hand mixing will be allowed for small amounts up to one gallon. Pressure pots shall be equipped with mechanical mixers to keep the pigment in suspension, when required by manufacturer's instructions. Otherwise, intermittent hand mixing shall be done to assure that no separation occurs. All mixing shall be done in accordance with SSPC Vol. 1, Chapter 4, "Practical Aspects, Use and Application of Paints" and/or with manufacturer's recommendations.
- D. Catalysts or thinners shall be as recommended by the manufacturer and shall be added or discarded strictly in accordance with the manufacturer's instruction.
- E. No coatings shall be applied unless the relative humidity is below 85%.
- F. Suitable enclosures to permit painting during inclement weather may be used if provisions are made to control atmospheric conditions artificially inside the enclosure, within limits suitable for painting throughout the painting operations.
- G. Field Painting in the immediate vicinity of, or on, energized electrical and rotating equipment, and equipment and/or pipes in service shall not be performed without the approval of the Engineer.
- H. Extreme care shall be exercised in the painting of all operable equipment, such as valves, electric motors, etc., so that the proper functioning of the equipment will not be affected.
- I. The Contractor's scaffolding shall be erected, maintained, and dismantled without damage to structures, machinery, equipment or pipe.
- J. Drop cloths shall be used where required to protect buildings and equipment. All surfaces required to be clear for visual observations shall be cleaned immediately after paint application.
- K. Painting shall not be performed on insulated pipe within three (3) feet of insulation operations or on insulation who's covering and surface coat have not had time to set and dry.
- L. Painting shall not be performed on uninsulated pipe within one (1) foot of any type of connection until the connection has been made, except as directed by the Engineer.
- M. The prime coat shall be applied immediately following surface preparation and in no

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case later than the same working day.

- N. All paint shall be applied by brushing, paint mitt and roller, conventional spraying, or airless spraying, using equipment approved by the paint manufacturer.
- O. Each coat of paint shall be recoated as per manufacturer's instructions. Paint shall be considered re-coatable when an additional coat can be applied without any detrimental film irregularities such as lifting or loss of adhesion.
- P. Surfaces that will be inaccessible after assembly shall receive either the full specified paint system or three shop coats of the specified primer before assembly.
- Q. Finish colors shall be in accordance with the COLOR SCHEDULE and shall be factory mixed (i.e., there shall be no tinting by the Contractor, unless authorized by the Engineer).
- R. All edges and weld seams in immersion service shall receive a "stripe coat" (applied by brush) of the 1st coat prior to application of the full 1st coat.
- S. All open seams in the roof area of tanks shall be filled after application of the topcoat with a flexible caulking such as Sika Flex 1A.
- T. Top quality, properly styled brushes and rollers shall be used. Rollers with a baked phenol core shall be utilized.
- U. The brushing or rolling shall be done so that a smooth coat as nearly uniform in thickness as possible is obtained. Brush or roller strokes shall be made to smooth the film without leaving deep or detrimental marks.
- V. Surfaces not accessible to brushes or rollers may be painted by spray, by dauber or sheepskins, and paint mitt.
- W. It may require 2 coats to achieve the specified dry film thickness if application is by brush and roller.
- X. The equipment used shall be suitable for the intended purpose, shall be capable of properly atomizing the paint to be applied and shall be equipped with suitable pressure regulators and gauges.
- Y. Paint shall be applied in a uniform layer, with a 50% overlap pattern. All runs and sags should be brushed out immediately or the paint shall be removed and the surface resprayed.
- Z. High build coatings should be applied by a crosshatch method of spray application to ensure proper film thickness of the coating.
- AA. Areas inaccessible to spray shall be brushed; if also inaccessible to brush, daubs or sheepskins shall be used, as authorized by the manufacturer.
- BB. Special care shall be taken with thinners and paint temperatures so that paint of the correct formula reaches the receiving surface.
- CC. Nozzles, tips, etc., shall be of sizes and designs as recommended by the manufacturer of the paint being sprayed.
- DD. The first coat on concrete surfaces in immersion service should be sprayed and back rolled.

3.06 UNIDENTIFIED SURFACES

Any surfaces not specifically named in the schedule and not specifically accepted shall be prepared, primed and coated in the manner and with material consistent with these Specifications. The Engineer shall select which of the manufacturer's products, whether the type is indicated herein or not, shall be used for such unnamed surfaces. The painting shall be done within the scope of the contract.

3.07 WORKMANSHIP

- A. On metal surfaces apply each coat of paint at the rate specified by the manufacturer to achieve the minimum dry mil thickness required. If material has thickened or must be diluted for application by spray gun, the coating shall built up to the same film thickness achieved with undiluted material. One gallon of paint as originally furnished by the manufacturer shall not cover a greater area when applied by spray gun than when applied unthinned by the application of an additional coat(s). On masonry, application rates will vary according to surface texture; however, in no case shall the manufacturer's stated coverage rate be exceeded. On porous surfaces, it shall be the painter's responsibility to achieve a protective and decorative finish either by decreasing the coverage rate or applying additional coats of paint.
- B. All safety equipment shall be painted in accordance with OSHA Standards as approved.
- C. Materials shall be mixed in proper containers of adequate capacity. All materials shall be thoroughly stirred before use and shall be kept stirred while using. No unauthorized thinners or other materials shall be added to any paint.
- D. Only skilled painters shall be used on the work and specialists shall be employed where required.
- E. Steel members, metal castings, mechanical and electrical equipment and other metals which are shop primed before deliver at the site will not require a prime coat on the job. All piping and other bare metals to be painted shall receive one coat of primer before exposure to the weather, and this prime coat shall be the first coat as specified in the painting schedule.
- F. Finish surfaces shall not show brush marks or other irregularities. Undercoats shall be thoroughly and uniformly sanded with No. 00 sandpaper or equal to remove defects and provide a smooth, even surface.
- G. Before final acceptance of the work, all damaged surfaces of coating shall be cleaned and repainted as directed by the Engineer.

3.08 CLEANUP

- A. It shall be the responsibility of the Contractor to collect and dispose of property, all waste materials from the site in accordance with all requirements of the Federal, state, and local environment protection agencies.
- B. At completion of the work, remove all paint where it has been spilled, splashed, splattered, sprayed, or smeared on all surfaces, including glass, light fixtures, hardware, equipments, painted and unpainted surfaces.
- C. It shall be the responsibility of the Contractor to protect at all times, in areas where painting is being done, floors, materials of other crafts, equipment, vehicles, fixtures, and finished surfaces adjacent to paint work. Cover all electric plates, surface

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hardware, nameplates, gauge glasses, etc., before start of painting work.

- D. At the option of the Engineer during the course of this project, the Contractor will contain all spent abrasives, old paint chips, paint overspray and debris by means suitable to the Engineer, including but not limited to, full shrouding of the area.
- E. If shrouding is required, the Contractor must provide a complete design of the intended shroud or cover. Care must be taken not to modify or damage the structure during the use of the shroud. If damage should occur, the Contractor is held responsible for all repairs.
- F. At completion of the work, remove all paint where spilled, splashed, splattered, sprayed or smeared on all surfaces, including glass, light fixtures, hardware, equipment, painted, and unpainted surfaces.
- G. After completion of all painting, the Contractor shall remove from job site all painting equipment, surplus materials, and debris resulting from this work.
- H. The Contractor is responsible for the removal and proper disposal of all hazardous materials from the jobsite in accordance with Local, State, and Federal requirements as outlined by the Environmental Protection Agency.
- I. A notarized statement shall be presented to the Engineer that all hazardous materials have been disposed of properly including but not limited to: name of Disposal Company, disposal site, listing of hazardous materials, weights of all materials, cost per pound and EPA registration number.

3.09 TOUCH-UP MATERIALS

- A. The Contractor shall provide at the end of the project at least one (1) gallon of each generic topcoat in each color as specified by the Engineer for future touch-up. Two gallons may be required for (2) component materials.

3.10 MANUFACTURER'S SERVICE

Furnish paint manufacturer representative to visit job site at intervals during surface preparation and painting as may be required for product application quality assurance, and to determine compliance with manufacturer's instructions and these specifications, and as may be necessary to resolve field problems attributable to, or associated with, manufacturer's products furnished under this Contract.

END OF SECTION

Exhibit "A"

COATING SYSTEM DATA SHEET

(to be included with submittal)

Coating System Number (From Spec): _____

Coating System Title (From Spec): _____

Coating Supplier Name & Address: _____

Local Representative Name & Address: _____

Manufacturer Representative Authorized to

Certify Proper Installation Name & Address: _____

Surface Preparation: _____

Exhibit "A"

Coating Material (Generic)	Product Number/ Name (Proprietary)	Coats/ Minimum Coverage	Color

Notes:

[illegible]

SECTION 11225

SOLIDS CONTACT CLARIFIER REHABILITATION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes: Solids Contact Clarifier/Softener
 - 1. Type: Type of Solids Contact Clarifier/Softener includes:
 - a. One (1) Unit "B" Solids contact clarifier/softener treatment unit's equivalent to the No. 20 NS Accelator solids contact unit manufactured by Veolia WTS Services Inc.
 - b. Replacement parts for one treatment unit shall be installed in the existing conical steel tank as specified herein and/or shown on the Contract Drawings and Specification Appendix.

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM)
- B. Occupational Safety and Health Act (OSHA)
- C. American Society of Mechanical Engineers (ASME)
- D. American Institute of Steel Construction (AISC)
- E. American Waterworks Association (AWWA)
- F. American Welding Society (AWS)
- G. National Electrical Code, Electrical component listings by Underwriters Laboratories (UL)

1.03 SYSTEM DESCRIPTION

- A. Design Requirements
 - 1. Process Description:
 - a. A solids contact unit is intended for softening of the influent stream. Raw water and chemicals shall be combined in the primary mixing and reaction chamber so that the reaction takes place in the presence of recirculating slurry. In the primary mixing and reaction chamber, the turnover shall be at least ten (10) times that of the unit throughput. There shall be recirculation from the primary mixing and reaction chamber up through the secondary reaction chamber, thence outward and downward through the solids separation chamber to the primary mixing and reaction chamber. This slurry recirculation rate shall be at least three (3) times that of the unit's throughput. In this way, there shall be formed a slurry pool in the lower portion of the outer, or separation chamber with a clear water zone above. Separation of solids from the water shall take place near the surface of the slurry pool. The surface of the slurry pool shall remain at substantially the same elevation for all treating rates.

Exhibit "A"

- b. The raw water enters through the inlet pipe into the primary zone where it is mixed with the previously formed slurry. Treatment chemicals are added as required. The rotor provides controlled velocity mixing of raw water and chemicals in the presence of a large volume of slurry in the primary mixing and reaction zone. The combination of returned slurry flow and rotor mixing provides solids from settling on the floor of the basin. Precipitation takes place in the presence of previously formed precipitates, resulting in dense particle growth.
- c. The independently adjustable impeller circulates two to four volumes of slurry from the primary zone to the secondary zone where continued slurry contact allows the treatment reactions to approach equilibrium. When the slurry leaves the secondary mixing and reaction zone, it is discharged downward between the inner and outer draft tubes, outward along the sloping hood, and onto the surface of the slurry pool.
- d. The slurry is in controlled motion, outward and downward. From it the treated water is displaced upward. The slurry is drawn back under the hood structure to the primary mixing and reaction zone by the suction produced by the impeller. Recirculation of the slurry is independent of the flow rate. Because of this unique feature, rapid changes in flow rate can be handled.

1.04 SUBMITTALS

- A. Product Data: Submit product data, including Manufacturer's data, for specified products.
 - 1. System Description: Include system description including the following:
 - a. Manufacturer's data, order sheet, or equivalent for each major piece of equipment, component, instrument or device being supplied.
 - b. Manufacturer's outline and mounting dimensions for all field mounted devices, including, but not limited to, drives, motors, pumps, valves and pneumatic operators, instrumentation and controls, including control panels (if required).
 - c. Manufacturer's wiring diagrams for instrumentation and control system, including necessary field connections (if required).
 - d. Manufacturer's Dimensions and Field Fabrication Details for all mechanical equipment
 - e. The Manufacturer shall clearly identify any exception to the specification or drawings. Failure to do this shall be grounds for rejection of the submittal.
 - f. All equipment to be furnished under this Section must be approved prior to being released for manufacturing unless otherwise noted by the Engineer. The following must be approved before release:
- B. Shop Drawings: Submit shop drawings showing layout, profiles and product components, including accessories, finish colors, etc.

Exhibit "A"

1. All mechanical-equipment material submitted for review shall be contained in one submission.
 2. All electrical-equipment material submitted for review shall be contained in one submission after the mechanical submittal.
 3. Partial submittals unless agreed to by the Owner shall not be reviewed. Sales bulletins or other general publications are not acceptable as submittals.
 4. Catalog dimension and information cut sheets are acceptable when certified vendor data is not immediately available.
- C. Closeout Submittals: Submit the following:
1. Operation and Maintenance Data: Operation and maintenance data for installed products in accordance with Division 1 Closeout Submittals (Maintenance Data and Operation Data) Section. Include methods for maintaining installed products, and precautions against cleaning materials and methods detrimental to performance. Manuals shall include the following:
 - a. Index.
 - b. Complete instructions on equipment supplied including: physical description, installation requirements, startup procedures, adjustments, operation, technical information and servicing, including parts list with stock numbers
 - c. All material that is to be furnished as part of the Operation and Maintenance Manuals shall be submitted in bound volumes with hard cover binders. This material shall be furnished complete in one (1) submittal for review and final acceptance. The Manufacturer shall provide one (1) copy for approval and six (6) copies as final issues.

1.05 QUALITY ASSURANCE

- A. Qualifications:
1. The Contractor must have successfully completed a minimum of three (3) similar projects on lime softening units in the last ten (10) years to be considered qualified and must submit this list, with references, in the bid.
 - a. The Contractor must supply skilled and experienced personnel for the execution of this contract and must submit a list of key personnel in the bid.
 - b. Unskilled or temporary labor will not be accepted.
 2. Manufacturer Qualifications: The Manufacturer shall have experience in the design, installation and operation of a minimum of fifty (50) solids contact units of comparable size and design (without a scraper). These installations shall have been in successful operation for five years. Upon request, the Manufacturer shall supply the Engineer with a listing of these installations with capacity, date of installation, owner's name and telephone number.

The design of the solids contact unit shall be such that dynamic separation occurs during the separation of the slurry from the clarifier water. The

Exhibit "A"

design of the internal mechanism shall be that the clarified water shall be displaced upward from a downward moving slurry. Sludge blanket type units, where the clarified water must percolate up through a downward moving slurry shall not be allowed.

1.06 DELIVERY, STORAGE, & HANDLING

- A. General: Comply with Division 1 Product Requirements Sections.
- B. Ordering: Comply with Manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- C. Delivery: Deliver materials in Manufacturer's original, unopened, undamaged containers with identification labels intact.
- D. Storage and Protection: Store materials protected from exposure to harmful weather conditions and at temperature and humidity conditions recommended by Manufacturer. If stored for more than two weeks, the equipment shall receive all maintenance considerations required by the Manufacturer for proper storage of the equipment. At no time, shall the treatment modules, including all associated equipment and appurtenances, be stored outdoors, uncovered and/or unprotected. All stainless steel must be kept off the ground, covered and protected from grinding, chains, blasting, weld splatter, dust, gravel until installation. Contractor is responsible for cleaning stainless steel welds, slag, scratches and any other iron contamination to provide pickled and passivated surfaces as delivered. Non-metallic straps should be used for lifting stainless steel parts. To prevent iron contamination, do not use carbon steel tools or any type of carbon steel grinding discs or other mechanical devices on stainless steel parts.

1.07 WARRANTY

- A. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under Contrat Documents.
 - 1. Warranty Period: The Manufacturer shall warrant the equipment being supplied to the Owner against all defects in workmanship and materials for a period of one (1) year from the date of owner acceptance. This warranty shall be in force provided that the plant installation, startup and subsequent operations are performed in strict accordance with written and oral instructions provided by the Manufacturer. The Manufacturer shall replace or repair any part or parts that are determined to be defective during the warranty period, provided that the defects are not a result of misuse or neglect.

1.08 SYSTEM AND EQUIPMENT PATENTS

- A. Owner/Engineer Protection: The bid price shall include all royalty and license fees for use of patented devices or systems and shall protect the Owner and Engineer from patent infringement litigation thereon.

Exhibit "A"

PART 2 - PRODUCTS

2.01 WATER TREATMENT EQUIPMENT SYSTEM

A. Manufacturer: VEOLIA WTS Services, Inc.

Contact: 4880 Cox Road, Suite 101, Glen Allen, Virginia, 23060; Telephone: 804.756.7609; Fax: 804/756-7643; website: www.watertechnologies.com

2.02 PRODUCT SUBSTITUTIONS

A. Substitutions: No substitutions permitted.

2.03 MATERIALS

A. System Materials Requirements:

1. Exterior finish of painted assemblies shall be of a color as directed by the Owner Refer to Technical Specifications 09900.

2.04 MANUFACTURED UNITS AND EQUIPMENT

A. Each solids contact unit shall have a design capacity of 4,200 gallons per minute (gpm) and a minimum of approximately 10% of this design capacity.

B. The structure within the treating tank shall provide a primary mixing and reaction chamber, a secondary reaction chamber, a separation chamber, and collection launders.

C. The equipment Manufacturer shall include all internal steelwork and inlet piping as shown on the drawings to include the following:

1. Hood, skirts and Rafter Support Structure
2. Compression Ring with extensions
3. Inner draft tube with baffles and (4) hatches
4. Outer Draft Tube with triangular supports
5. Deckplate
6. 24" Influent Pipe (inside basin only) (Flange to ship Loose)
7. 6" Backwash Return Pipe (inside basin only) (Flange to ship Loose)
8. Concentrator Wall Plates, bottom plate, gates and rods with linkages
9. Rotor-Impeller with blades, flanged pipe shaft, tie rods and adjustable band
10. Collection Launder Segments with flanged ports
11. Radial Launderers (Flanged) with gaskets
12. Outlet Launderers (Flanged) with gaskets

D. The Manufacturer shall also include the following equipment:

1. Effluent Box with supports
2. Center Drain Baffle
3. Bottom Flush piping

Exhibit "A"

Note: The existing tank, walkways/platform, handrail, grating, toeplate, valves, controls, gearbox, coupling, motor and flanged rotor impeller pipe shaft unit shall be reused (drive unit and shaft may require installation of new supplied under a separate earlier contract). Care shall be taken when removing and storing of any of these components. Prior to reusing, the tank, platforms and walkways shall be cleaned and repainted as directed by the Owner.

2.05 PERFORMANCE AND DESIGN REQUIREMENTS

A. Operating Requirements

1. The unit shall be suitable for installation in a 59'-0" inside diameter with a 17'-0" side water depth, total tank depth of 17'-6" with six (6) inches of freeboard at a treatment capacity of 6.0 MGD. The tank bottom shall be sloped at ½-inch in twelve (12) inches.
2. Based on the design capacity, the treatment rise rate in the settling zone computed at least 4' 6" below design water level shall not exceed 2.0 gpm/sq.ft. Basin detention times for treatment shall be a minimum of 58 minutes.
3. Four (4) carbon steel concentrators shall be provided to remove excess solids and maintain correct slurry concentrations. These concentrators shall be hopper like compartments opening into the separation chamber and each having a 4" diameter discharge leading from its bottom to the sump.
4. The plates and shapes herein specified shall be furnished by the Manufacturer and shall be shipped knocked-down with all members ready for field erection. All steel shall have a minimum thickness of 3/16" and shall be provided bare steel. All structural steel shapes shall have a minimum thickness of ¼".

B. Mechanism Requirements

1. The hood and hood structure support shall be fabricated to be supported from the tank base which in turn shall support the center platform and outer draft tube. The hood shall contain two separate zones - in the lower section shall be the primary reaction zone and in the upper cylindrical section the secondary reaction zone.
2. The raw water shall enter through a side feed of 24" diameter Type 316 stainless steel pipe terminating 1' 0" beyond the tank wall and entering the primary reaction zone via a triangular feed conduit. The triangular feed conduit shall be designed in such a manner to evenly distribute the flow into the primary reaction zone.
3. One (1) 6" Type 316 stainless steel backwash return pipe shall be provided inside the basin and terminate 1'-0" beyond the tank tall. A Flange shall be provided and shipped loose for field welding.
4. A series of (16) A36 carbon steel structural member posts or rafters shall support the hood, inner and outer draft tubes and center platform as shown on the Contract Drawings.

- C. Outer Draft Tube: A 3/16" thick, Type 316L Stainless steel cylindrical outer draft tube forming a continuation of the structural support for the center platform shall be attached to the inner draft tube that shall be a continuation of the hood. The outer

Exhibit "A"

draft tube shall function to divert the recirculated slurry downwards; thus, providing dynamic separation between the slurry and clarified water.

D. Rotor-Impeller

1. There shall be furnished a carbon steel rotor impeller complete with cantilevered shaft assembly to provide, primary mixing zone, recirculation of flow into the secondary zone and mixing in the secondary zone. The rotor impeller shall be comprised of a horizontal continuous top plate with a series of inverted "L" blades welded between the top plate and annular ring to form a semi-shrouded impeller. An external adjustable band shall be incorporated to provide flexibility in mixing to recirculation ratio. The maximum peripheral speed of the rotor-impeller shall be 6.62 feet per second (fps), without exception.
2. The rotor-impeller shall be attached to the drive via a flanged pipe shaft, specifically designed to minimize runout. The shaft shall be selected to maintain design stresses below 6250 psi based on all dynamic and static loads.
3. Note: Veolia has provided new 15 Hp impeller drives and flanged pipe shafts under a previous contract. No rotor drive or shaft will be supplied under this rehab.

E. Automatic Sludge Blowdown

1. Each sludge concentrator shall be equipped with a sludge discharge pipe assembly controlled by an existing Type "F" sludge blowdown valve. The sludge blowdown lines shall be 4" diameter pipe, Type 316 stainless steel and provided for automatic withdrawal of sludge from the sludge concentrators. The automated sludge withdrawal cycles shall be via an existing timer and valves for each blowdown. No new valves or controls are to be provided. Loose flanges shall be included.
2. As part of the sludge blowdown system, there shall be provided for each carbon steel concentrator a mechanically operated carbon steel shut off gate with gaskets and carbon steel mechanical linkage operable from the operating platform.

F. Sample and Chemical Feed Piping

1. Type 316 stainless steel sampling line shall be provided for the unit, terminating nine (9) inches from the tank wall. The line shall allow sampling of the inner draft contents.
2. One (1) 3" Sch. 80 PVC downfeed pipe shall be provided for lime feed from the platform down through the deckplate into the primary mixing zone. One (1) 1" PVC coagulant downfeed pipe shall be provided. All other fitting, horizontal piping and supports shall be provided by the Contractor.

G. Center Drain Baffle

1. Am A36 carbon steel center drain baffle shall also be provided.

H. Effluent Launderers and Radial Launderers

Exhibit "A"

1. Fourteen (14) Type 316L stainless steel, radial collection launders spaced equally around the tank shall be furnished with the equipment. The launders shall be of the submerged orifice type. Each radial launder shall be 9 3/8" wide x 13" deep. Two (2) Type 316L stainless steel outlet launder(s) shall be 24" wide x 24" deep. Collected effluent from the radial launders shall be conveyed by one (1) 25" wide x 24" deep Type 316L stainless steel annular launder around the outer draft tube through a radial discharge launder. All launders shall be 3/16" thick and shall include flanged ends with EPDM gaskets and stainless steel fasteners.
- I. Outlet box
1. One (1) outlet box in Type 316L Stainless steel shall be provided with stainless steel supports. Outlet box shall be provided in segments to be field welded together and field welded to the existing carbon steel tank interior.
- J. Bottom Flushing System
1. The mechanism shall be provided with a bottom flushing system, consisting of the following components:
 - a. Twenty-eight (28) flat jet nozzles of stainless steel construction to spray water between bottom of mechanism skirt and 45 degree sloped portion of tank. When energized, the total flow from the nozzles shall be 280 gpm at a nozzle pressure of 40 psi.
 - b. In addition to 316 stainless steel flat jet nozzles, the following shall be provided: Lot of 2-inch Type 316 stainless steel pipe with welded in half couplings, 1/2" downpipes, unions, split-eye connections, tees, reducers, nipples, 4" vertical drop pipe from the control valve with flange, support angles, u-bolts, and elbows, for installation inside of tank starting at tank wall.
 2. The bottom flushing system requires a water supply for flushing at 55 to 60 psi at upstream side of the diaphragm valve.
- K. Bolts: All assembly fasteners shall be 316 stainless steel. Contractor shall provide NSF Bostik Never-Seez lubricant for fastener assembly. Foundation bolts and anchor bolts shall be 316SS and shall be specified by the equipment manufacturer and furnished by the Contractor.
- L. Surface Preparation and Shop Priming: All fabricated plates, shapes, members and piping will be delivered shop blasted to SP-SSPC10 and prime coated with one coat of Sherwin Williams Epoxy (4.0-8.0 MDFT) for potable water use. Tank shall be painted as required by the bid documents.
- M. Parts and materials not included by the manufacturer are the tank shell, tank manway, platform, walkway, handrail, grating, kickplate, center drain line, grout, drive unit, motor, controls, electrical conduit, wiring, valves, solenoids, field paint, anchors, chemical feed systems, piping outside basin, tank nozzles, overflow box or any other items specifically specified herein.

PART 3 - EXECUTION

3.01 RESPONSIBILITY FOR EQUIPMENT

A. Contractor Responsibility:

1. The Contractor shall be responsible for furnishing, installing, testing, and placing in satisfactory operation all mechanical equipment, instruments, monitoring devices, appurtenant process equipment, piping, electric and manual operated valves, control instrumentation and equipment, and accessories. The Contractor shall coordinate all work with the Manufacturer to guarantee a complete, operating and satisfactory system.
2. The Contractor shall coordinate the work of the system supplier's service personnel during construction, testing, startup, calibration and acceptance of the system, and also operator training. The system design shall provide for complete operation of all signals from point to point, and shall assure complete compatibility of all instrumentation and equipment.

B. Manufacturer Responsibility

1. The system supplier shall have in his steady employ, during the entire project period, capable personnel for administration; detailed engineering and drafting; coordination; procurement and expediting; scheduling; construction inspection; installation, testing, and startup assistance; and final commissioning. The system supplier shall also have available, for the duration of the specified warranty period, capable personnel for all necessary administration, engineering, and/or service.
2. The Manufacturer shall have available supervisory service during construction to review and advise the Contractor in the method of mounting, piping and wiring of each device, and advising protective measures needed for the equipment prior to placing it into service, if needed.

C. Owner Responsibility:

1. The Owner shall be responsible for coordinating any signal pacing and chemical feed pump control interface with the instrumentation system supplier and/or chemical feed supplier.
2. It shall be the Owner's sole responsibility to resolve any and all interconnecting or interfacing problems between existing and new parts.

3.02 INSTALLATION BY THE CONTRACTOR

A. Contractor Performance:

1. All materials and equipment shall be installed in a neat, workmanlike manner.
2. All wiring of the equipment shall be as specified under the electrical section of these specifications and shall terminate at diagram connection points at devices and in panels.
3. All equipment specified herein shall be installed in accordance with the Manufacturer's recommendations and the contract drawings.

Exhibit "A"

4. Where anchor bolts and other parts in concrete are required, such parts shall be furnished by Contractor. Pre-embedded anchoring is not required. Such installation shall be performed in accordance with Division 3 Concrete.
5. The Contractor shall not energize the instrumentation/control system prior to receipt of a certified statement of approval from the Owner, containing his authorization for energizing the system (if required to be supplied by the Manufacturer).
6. Field painting and the surface preparation is separate from the work specified in this section and shall be as specified in Division 9 Finishes.
7. Prior to startup and field testing, all foreign matter shall be removed from the equipment, inside of the control panel (if required), interconnecting piping and chemical lines, and spillage of lubricants used in servicing the equipment shall be cleaned from pumps, piping and concrete surfaces.

3.03 MANUFACTURER'S SERVICES

A. Installation and Startup Assistance

1. The Manufacturer shall furnish the services of a qualified field service engineer to supervise the startup of the softener unit(s) for a period not to exceed but not less eight (8) days and three (3) trips to the job site total, including training as noted below.

B. Manufacturer's Training

1. A fully qualified field service engineer to provide this training shall furnish a minimum of one (1) four-hour day, not including travel time to and from the site.
2. The Manufacturer's services shall be included in the contract price. The service times specified shall be considered as full eight (8) hour working days and do not include travel time. A unit price per day shall be included in the proposal, should the Owner request additional time.

3.04 MANUFACTURER'S INSTRUCTIONS

- #### A. Compliance:
- Comply with Manufacturer's product data, including product technical bulletins, product catalog installation instructions and product container instructions for installation.

END OF SECTION

Exhibit "A"

SECTION 16000

ELECTRICAL GENERAL REQUIREMENTS

PART 4 - GENERAL

4.01 SCOPE

- A. Provide all labor, materials, tools, supplies, equipment, and temporary utilities to complete the work shown on the Drawings and specified herein for lighting systems for soccer/Lacrosse fields and associated facilities. All systems are to be completely installed and fully operational. Specifically, the work includes, but is not limited to:
 - 1. Electric services, secondary feeders, branch circuits, contactors, all connections to controls, and equipment
 - 2. Installation of underground conduits and splices
 - 3. Complete lighting systems
 - 4. Complete grounding system including system and equipment

4.02 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General Conditions and Special Conditions, apply to all the work specified herein.

4.03 LAWS, PERMITS, FEES AND NOTICES

- A. Secure and pay all permits, fees, and licenses necessary for the proper execution and completion of the work. Submit all notices and comply with all laws, ordinances, rules and regulations of any public agency bearing on the work. Contractor shall be a licensed electrical contractor in the county of construction.

4.04 DEPARTURES

- A. If any departures from the Contract Drawings of Specifications are deemed necessary, details of such departures and the reasons therefore shall be submitted as soon as practicable to the ENGINEER for advance written approval.

4.05 BASIS FOR WIRING DESIGNS

- A. The Contract Drawings and Specifications describe specific sizes of switches, breakers, fuses, conduits, conductors, motor starters and other items of wiring equipment. These sizes are based on specific items of power consuming equipment (heaters, lights, motors for fans, compressors, pumps, etc.). Wherever another trade provides power consuming equipment that differs from the Drawings and Specifications, the wiring for such equipment shall be changed to proper sizes to match at no additional expense to the OWNER.

4.06 AS-BUILT INFORMATION

- A. A set of "red-lined" electrical drawings shall be carefully maintained at the job site. Actual conditions are to be put on the drawings in red on a daily basis, so the drawings will continuously show locations and routings of cables, conduits, pull boxes, circuit numbers, and other information required by the ENGINEER.

Exhibit "A"

4.07 EXCAVATING FOR ELECTRICAL WORK

- A. General – Excavation or drilling, backfill and repair of paving and grassing shall be in the bid of the electrical contractor. The actual work need not be performed by electrical trades. However, the electrical contractor is responsible for all excavation, drilling, dewatering, backfilling, tamping, and repair of pavements and grassing required in support of electrical work. All areas disturbed by electrical work shall be repaired to their original condition, or as indicated on the drawings.
- B. Coordination
 - 1. The electrical contractor must check for existing utilities before commencing any excavation or drilling.
 - 2. Contract drawings and other trades are to be consulted to avoid interferences with other utilities on this project.
 - 3. In the event of damage to existing utilities, the OWNER and ENGINEER shall be immediately notified, and damage shall be immediately repaired.
- C. Precautions – The electrical contractor must take every reasonable precaution to avoid interferences. In the vicinity of a suspected interference, excavations shall be dug by hand.

4.08 JOB SITE VISIT

- A. Visit the project site before submitting a bid. Verify all dimensions shown on the Contract Drawings and determine the characteristics of existing facilities which will affect performance of the work, but which are not shown on the Drawings or described within these Specifications.

4.09 CODES AND STANDARDS

- A. Applicable provisions of the following codes and standards, and other codes and standards required by the State of Florida and local jurisdictions, are hereby imposed on a general basis for electrical work (in addition to specific applications specified by individual work sections of these specifications).
 - 1. U.L. – Electrical materials shall be approved by the Underwriters' Laboratories, Inc. This applies to materials which are covered by U.L. standards.
 - 2. NEC – National Electrical Code (NFPA-70-2014)
 - 3. OSHA – Standards of the Occupational Safety and Health Administration are to be complied with.
 - 4. NEMA – National Electrical Manufacturers Association Standards are to be met wherever standards have been established by that agency, and proof is specifically required with material submittals for switchboards, motor control centers, panelboards, cable trays, motors, switches, circuit breakers, and fuses.
 - 5. ANSI – American National Standards Institute
 - 6. Florida Building Code

Exhibit "A"

4.10 ELECTRICAL SUBMITTALS

- A. The CONTRACTOR shall submit shop drawings, samples and certificates in accordance with the Special Conditions for additional instructions on substitutions. Submittals will not be accepted for partial systems. Submit all materials for each specifications section at one time. Submittals must be arranged, correlated, indexed and bound in orderly sets for ease of review.
- B. Shop drawings and manufacturer's data sheets are required for all electrical materials. Samples are to be supplied for any substitute as requested by the ENGINEER.
- C. Submit Shop Drawings, manufacturer's data, and certifications on all items of electrical work prior to the time such equipment and materials are to be ordered. Order no equipment or materials without approval from the ENGINEER.

4.11 OPERATION AND MAINTENANCE MANUALS

- A. The CONTRACTOR shall submit Operation and Maintenance (O&M) Manuals in accordance with Division 1, General Requirements. O&M Manuals must contain, but are not limited to, the following:
 - 1. Brief description of system and basic features
 - 2. Manufacturer's name and model numbers of all components of the system
 - 3. List of local factory authorized service companies
 - 4. Operating instructions, including preparation for starting up, seasonal changes, shut down and service
 - 5. Maintenance instruction
 - 6. Possible breakdowns and repairs
 - 7. Manufacturer's literature describing each piece of equipment
 - 8. Control diagrams by the control manufacturer
 - 9. Description of sequence by the control manufacturer
 - 10. Parts list
 - 11. Wiring diagrams

4.12 SPARE PARTS

- A. Submit in accordance with Division 1, General Requirements, a list of Recommended Spare Parts for all major items of equipment. Include descriptions of each part, part number, and cost.

4.13 PROJECT DOCUMENTS

- A. For "As Built" drawing requirements, see Division 1.
- B. In addition, each "As Built" single line diagram shall be framed under glass and mounted on wall near respective contactors and controls.

PART 5 - PRODUCTS

5.01 GENERAL

- A. Electrical Temporary Facilities – The CONTRACTOR shall include in his bid the cost of furnishing, installing and maintaining all materials and equipment required to provide temporary light and power to perform the work of all trades during construction and until work is completed. Adequate lighting and receptacle outlets for operation of hand tools shall be provided throughout the project, including shanties, trailers, field offices, temporary toilet enclosures, and shall be extended as construction progresses.
- B. All reasonable safety requirements shall be observed to protect workers and the public from shock and fire hazards.
 - 1. Ground fault interrupters shall be employed in accordance with Codes.
 - 2. Ground wires are required in all circuits. Ground poles are required on all outlets. All metallic cases shall be grounded.
 - 3. Rain-tight cabinets shall be used for all equipment employed in wet areas.

5.02 ELECTRICAL PRODUCTS

- A. Unless otherwise indicated in writing by the ENGINEER, the products to be furnished under this specification shall be the manufacturer's latest design. Where two or more units of the same class of equipment are required, these units shall be products of the same purpose and rating shall be interchangeable throughout the project.
- B. All products shall be newly manufactured. Defective equipment or equipment damaged in the course of the installation or a test shall be replaced or repaired in a manner meeting the approval of the ENGINEER, at no additional expense to the OWNER.

5.03 SUBSTITUTIONS

- A. Comply with instruction in the Contract General Conditions and Special Conditions regarding substitutions.

5.04 ELECTRICAL IDENTIFICATION

- A. Color Coding – Conductor colors shall be in accordance with NEC and NEMA requirements. Refer also to applicable sections of these specifications. Three-phase feeder and branch circuits shall be identified as follows:

120 / 240	277 / 480
A – Black	A – Brown
B – Red	B – Orange
C – Blue	C – Yellow

Exhibit "A"

N - White

N – Gray

Green or bare for grounding conductors

Green with Yellow trace for Special Grounding

5.05 NAMEPLATE

- A. The following items shall be equipped with nameplates – All motors, motor starters, motor control centers, pushbutton stations, control panels, time switches, disconnect or relays in separate enclosures, transformers, receptacles, wall switches, high voltage boxes, and cabinets. All light switches and outlets shall carry a phenolic plate with the supply circuit number. Electrical systems shall be identified at junction and pull boxes, terminal cabinets and equipment racks.
- B. Nameplates shall adequately describe the function of the particular equipment involved. Nameplates for panelboards and switchboards shall include the panel designation, voltage and phase of the supply. For example, "Panel A, 277 / 480 V, 3-phase, 4-wire." The name of the machine on the motor nameplates for a particular machine shall be the same as the one used on all motor starters, disconnect and P.B. station nameplates for that machine. Nameplates shall be laminated phenolic plastic, white front and back with black core, with lettering etched through the outer covering; black engraved letters on white background. Lettering shall be 3/16 inch high at pushbutton stations, thermal overload switches, receptacles, wall switches and similar devices, where the nameplate is attached to the device plate. At all other locations, lettering shall be 1/4 inch high, unless otherwise detailed on the drawings. Nameplates shall be securely fastened to the equipment with No. 4 Phillips, rough-head, cadmium-plated, steel self-tapping screws or nickel-plated brass bolts. Motor nameplates may be nonferrous metal not less than 0.03 inch thick, die stamped. In lieu of separate plastic nameplates, engraving directly on device plates is acceptable. Engraved lettering shall be filled with contrasting enamel. Equipment nameplate schedule for all equipment shall be submitted with shop drawing submittal for ENGINEER's approval.
- C. All junction and splice boxes shall be labeled using permanent shipping tags attached to boxes, not covers.

5.06 WIRE AND CABLE IDENTIFICATION

- A. All wire and cable shall be identified at each termination point and at each pull box, splice box, junction box, or manhole. Provide permanent, waterproof, non-metallic (paper unacceptable) tags indicating the circuit number in 3/16 inch letters. Circuit numbers shall be protected with clear shrinkable tubing.

PART 6 - EXECUTION

6.01 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to project properly identified with names, model numbers, types, grades, compliance labels and similar information needed for distinct identification; adequately packaged or protected to prevent deterioration during shipment, storage and handling. Store in a dry, well ventilated, indoor space, except where prepared and protected by the manufacturer specifically for exterior storage. Comply with OWNER's instruction for storage locations.

6.02 ELECTRICAL COORDINATION

- A. The CONTRACTOR is responsible for coordination with the OWNER, ENGINEER, the power company, and the telephone company on all matters that have a bearing on the electrical work.
- B. The Drawings indicate the extent, the general location, and arrangement of equipment, conduit, and wiring. Study the Drawings, including details, so the equipment shall be properly located and readily accessible. Locate all electrical equipment to avoid interference with mechanical and / or structural features. Make necessary changes in spacings and locations of lighting fixtures, panelboards, cabinets, receptacles and other items of equipment provided that the overall patterns of layouts are not disrupted and remain uniform.

6.03 CUTTING AND PATCHING

- A. Cut and prepare all openings, chases, and trenches required for the installation of equipment and materials. Repair, remodel, and refinish in strict conformance with the quality of workmanship and materials in the surroundings. Obtain written permission from the ENGINEER for any alterations to structural members before proceeding. All penetrations through fire walls or floor / ceiling slabs shall be sealed to maintain the fire integrity of the wall or slab.

6.04 MAINTENANCE

- A. Render all necessary measures to insure complete protection and maintenance of all systems, materials, and equipment prior to final acceptance. Any materials or equipment not properly maintained or protected to assure a "factory new" condition at the time of final acceptance shall be replaced immediately at no additional cost to the OWNER.

6.05 WATERPROOFING

- A. Whenever any work penetrates any waterproof area, seal and render the work waterproof. All work shall be accomplished so as not to void or diminish any waterproofing bond or guarantee.

6.06 TESTS

- A. Conduct an operating test of equipment prior to the ENGINEER's approval. The equipment shall be demonstrated to operate in accordance with the requirements of these Specifications. The tests shall be performed in the presence of the ENGINEER or an authorized representative. The CONTRACTOR shall furnish all instruments, electricity and personnel required for the tests.

Exhibit "A"

6.07 CLEANUP

- A. Maintain continuous cleanup during the progress of the work, and use appointed storage areas for supplies. The premises shall be kept free from accumulations of waste materials and rubbish.

END OF SECTION

Exhibit "A"

SECTION 16011

CODES & STANDARDS

PART 1 - GENERAL

1.01 THIS SECTION COVERS THE CODES, SPECIFICATIONS AND STANDARDS CONSIDERED MINIMUM REQUIREMENTS FOR MATERIALS, WORKMANSHIP AND SAFETY FOR ALL DIVISIONS 16 AND RELATED ELECTRICAL WORK.

1.02 SPECIFICATIONS, CODES AND STANDARDS

- A. Reference within this Specification to standards, codes or reference specifications implies that any item, product or material so identified must comply with all minimum requirements as stated therein, except packaging and shipping, unless indicated otherwise. Only the latest revised editions are applicable.

Some of the references used in this Division are as follows:

NFPA	National Fire Protective Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
U.L.	Underwriters' Laboratories, Inc.
ANSI	American National Standards Institute
FS	Federal Specification

- B. The Specifications, codes and standards indicated below and in other Sections, including the current addenda, amendments and errata, referred to by basic designation only, form a part of this specification.

NFPA-70	National Electrical Code (Current Edition)
NFPA-90A	Air Conditioning & Ventilation (Current Edition)
NFPA-101	Code for Safety to Life (Current Edition)
F.B.C.	Florida Building Code (Current Edition)

1.03 UNDERWRITERS' LABORATORIES

- A. Where materials and equipment are available under the continuing inspection and labeling service of U.L.; provide such material and equipment.
- B. Listing by Underwriters' Laboratories shall be evidenced by the label or:
- U.L. - Electrical Construction Materials List (Green Book)
- U.L. - Electrical Appliance & Utilization Equipment List
- U.L. - Building Materials List

Exhibit "A"

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

APPENDIX ONE - VEOLIA UNIT B OBSERVATION REPORT



Jose Vettaparambil
Utilities Project Manager
City of Pembroke Pines WTP
7960 Johnson Street
Pembroke Pines, FL 33024

Jeremy Zimmer
Field Services-Richmond

November 3, 2023

Cc: William Trobaugh, Scott Spradlin, Ben McDorman (MKI)

Subject: **City of Pembroke Pines WTP Accelator B Observation**

Mr. Vettaparambil,

Thank you for the opportunity to visit the plant and observe the Accelator Clarifier / Softener B at the Pembroke Pines WTP on Tuesday October 17th, 2023, and Tuesday October 24th, 2023. Below you will find a general summary of items discussed, my findings along with Veolia Water Technologies and Solutions (WTS) (formerly Suez / Infilco Degremont Inc. (IDI)) recommendations. The plant has the following Suez supplied equipment:

Softeners: (#20 NS Accelator, 4,200 GPM design flow / unit, 59' diameter, steel tanks, radial launders)

- Unit A & B softeners are from original contract # 82-784, contract year 1982
- Unit C softener is from original contract # 95-275, contract year 1995
- Unit D softener is from original contract # 07-571, contract year 2007

Filters: (Model B4 Greenleaf, 19'6" x 19'6", dual media, Fre-flo underdrain, water & surface sweep backwash)

- Filters 1 & 2 are from original contract # 84-945, contract year 1984
- Filter 3 is from original contract # 95-275, contract year 1995
- Filter 4 is from original contract # 07-571, contract year 2007

NOTE: Only Accelator B was observed / inspected during my visit

GENERAL ITEMS DISCUSSED / OBSERVED / RECOMMENDED:

- The plant rehabilitated the A Accelator starting at the end of 2021 with commissioning completed April 2022
- The purpose of this visit was to observe / inspect the Accelator B softening unit and develop the needed rehabilitation scope
- For this observation, two (2) trips were required. The first trip was to review the topside components, tankage, and sludge blowdown area. The second visit was to observe the unit internally after the outside manway and internal hood manways were removed
- Jacobs is currently under contract from the city of Pembroke Pines to operate and maintain the plant

ACCELATOR GENERAL FINDINGS & RECOMMENDATIONS

ACC B (internal and external observation / inspection)

- The tank / shell is coated carbon steel conical shape tank. The outside / exterior surface of the steel tank was recently recoated and seems to be in relatively good condition. Although the tank and outer shell appear to be in good condition, the plant may want to consider having the tank thickness evaluated for corrosion loss by engineer, coatings expert, welder to ensure longevity of the tank. The base / pad is concrete appears to be in decent shape



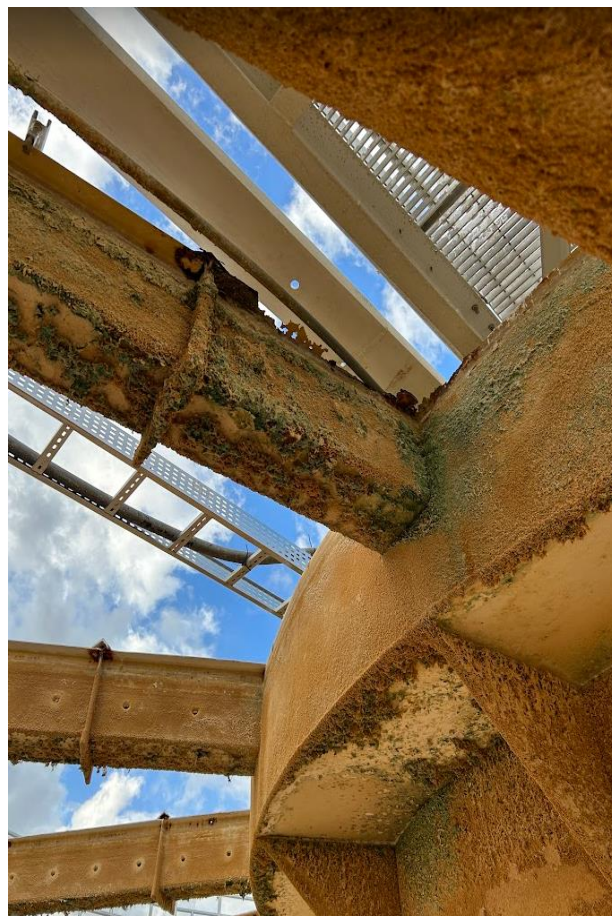
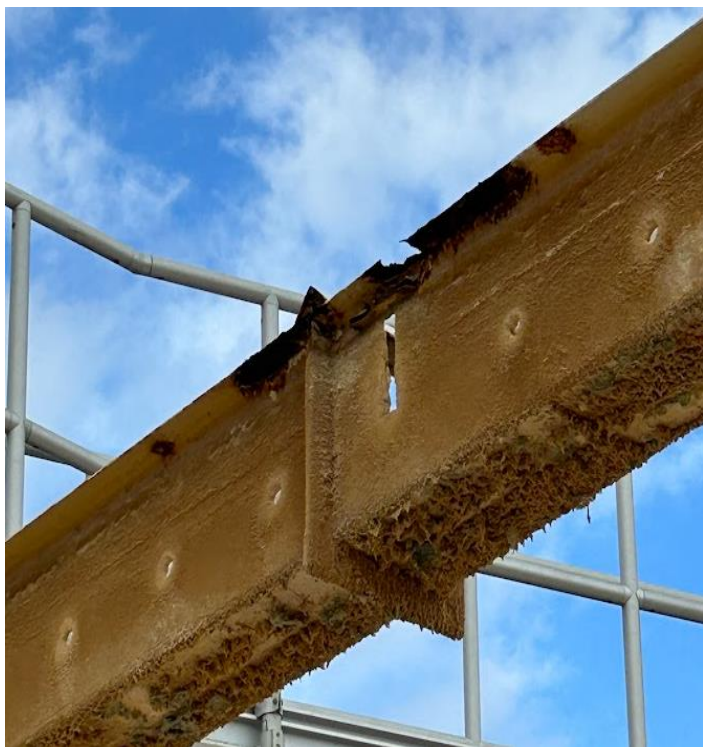


- The coatings on inside of tank walls have deteriorated in some areas throughout revealing small sections of exposed steel, mainly in the top sections of the tank above the water line. Mainly lime coating throughout. As with the previous evaluation of the A unit prior to rehabilitation, the most impacted areas are the top sections of the tank at the draft tubes, launder system and compression ring under drive platform. There is substantial corrosion, peeling coatings and some minor delamination of the steel in all these sections. The tank walls were coated with scale and solids during my evaluation making it hard to see the overall coatings condition. Because of the age of the tank shell, internally consideration should be given to sandblasting and recoating all the interior tank shell surfaces to extend the life of the shell / tankage. Once all scale / sludge is removed the internal thickness of the tank / shell should be evaluated for corrosion loss by engineer, coatings expert: gauge tested to verify existing steel tank thickness overall to ensure structure is sound enough to support the installation of new internal components





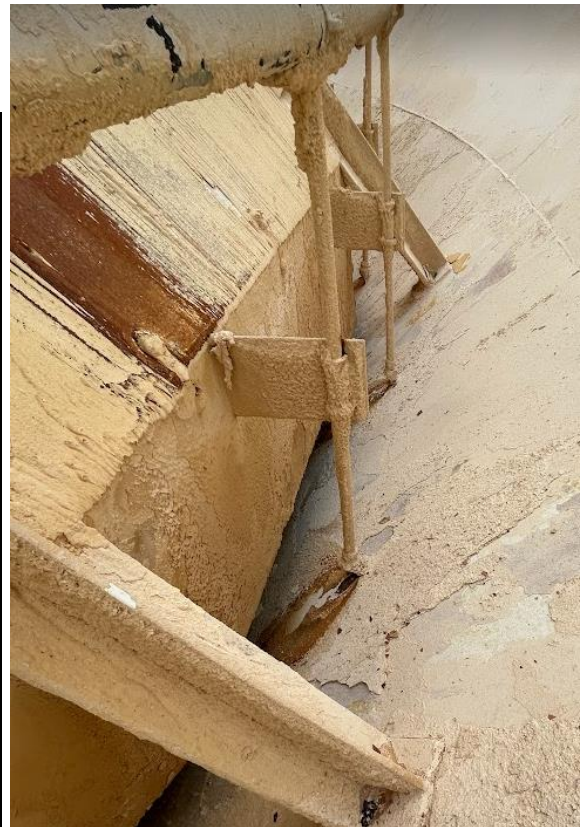
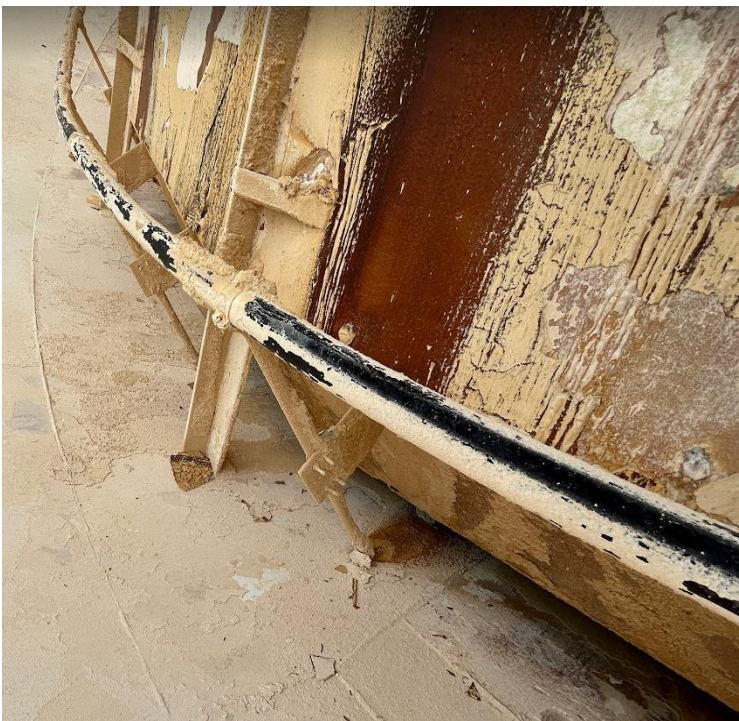
- The inner draft tube, outer draft tube, radial launders, collection launder, outlet launders, and overflow are heavily corroded, holes throughout with heavy delamination and pitting. A new launder system, inner draft tube, outer draft tube, inlet duct and clean-out access hatches should be considered







- The bottom flushing system is in marginal condition and replacement should be considered. There are four (4) spray nozzles under the hood and twenty-four (24) spray nozzles outside the hood. The plastic piping is wavy, sagging and deformed under the hood. The supply valves located at the platform level above the water line are heavily corroded and warrant replacement. I was not able to verify proper operation of the spray system while onsite, however, I was told that it is operational. Some of the spray nozzles are heavily scaled over, obstructing spray capability and most likely proper functionality. At a minimum, the buildup should be removed from the spray system and nozzles in the short term. Soon a replacement flushing system should be considered





- The 16 hood plates and 16 skirt plates are in marginal condition with some exposed welds and rust blooms present throughout. There are a few small holes and delaminated steel sections throughout. Most of the coatings under the hood were difficult to evaluate because of scale and sludge buildup. Consideration should be given to monitoring the status of the small holes to ensure they are not allowing cross contamination of process solids from primary / secondary mixing zones. In some sections, the steel seems brittle to touch in areas and appears to be close to end of life. At a minimum recoating the steel should also be considered only if minor repairs can be made without sand blasting through the existing steel. Rafter base plates / supports are in marginal condition. Consideration should be given to replacements soon. The plant should highly consider replacement internals not only to protect the process and ensure longevity of the equipment but to ensure equipment reliability and overall safety of plant personnel.

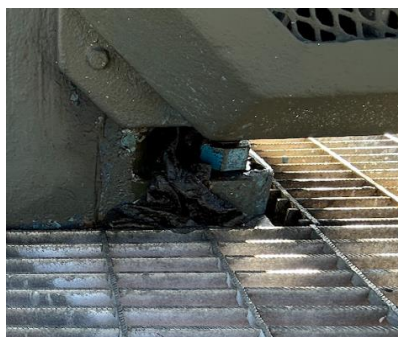




- The deck plate is in marginal condition. The underside has corrosion / rust blooms with some small rust holes throughout. There was significant scale buildup coating the surface and underside of the decking plates. This blockage is partially blocking the distribution of inlet flow into the primary mixing zone. This causes short circuiting during normal operation and disrupts the overall process. Strongly recommend cleaning scale build up prior to placing the unit back in service. Would also recommend replacing the deck plates soon to ensure reliability of the equipment and process performance



- The rotor impeller drive / gearbox appears to be original and proper functionality is unknown. There was a current lubricant leak observed around the bottom of the unit. The owner is currently in the process of upgrading their drive units for the B Accelator and are also planning to replace the drive units on C & D. There will also be a spare unit ordered that the plant would have as a backup. The existing platform and walkway are in decent shape with no key issues observed or reported. The overall platform support system should be periodically checked to ensure that they are structurally sound





- Rotor impeller assembly: all rotor impeller blades are notched at the tops, most likely interference with the decking plates over time. Some blades are bent slightly along with the stiffener bars between the blades. The existing clearances between the rotor impeller and deck plate appear to be ok, with little visible interferences observed between the impeller blades and the decking plate. The rotor impeller blades are in marginal condition with scale coating throughout. The steel appears to be somewhat brittle, and some are cracked and warped although they remain intact. Because of the age and condition of the rotor assembly, tie rods, blades and stiffener bars, all rotor components including shaft should all be considered for replacement to ensure proper mixing and recirculating of process solids during normal operation





- The columns and cross bracing above the water line have sections of considerable corrosion and are in marginal condition
- The drive platform main beams, smaller support beams, and most of the spandrel beams appear to be structurally sound but some areas have minor corrosion. This steel should be cleaned and repainted to ensure longevity
- As was the case with the A Accelator, the B Accelator compression ring below the walkway / platform is heavily corroded with large sections of delaminated steel. These sections should be repaired / reinforced to prevent failure of the steel support structure or replaced





- The four (4) of the sludge blowdown valves were not tested during my visit. It was discussed that there is an issue with the internals for one of the valves, the plant is currently looking into repairing. It was reported that all the valves leak and have been repaired multiple times throughout the years. Due to the age of the valves, replacement valves or rebuild kits should be considered to ensure proper sludge withdrawal from the system and to ensure no leakage from the valves during normal operation. In the short term if the unit is placed back in service, the water pressure should be checked to ensure minimal pressure is available to keep the valves closed



- The floor drain cover is bent / damaged and not properly secured to the tank floor. A replacement floor drain cover should be considered





- The raw water inlet pipe and backwash return piping observed inside the tank have some minor rust present with some minor delamination. There were no signs of leaks or leaks reported. Because of the age and existing condition of the steel piping, replacement piping should be considered



- Chemical feed piping and hoses, there did not appear to be any genuine issue with any of the chemical feed piping and hoses however there was heavy chemical buildup present throughout. Because of the overall age, consideration should be given to updating the chemical feed piping and hoses
- Baffle plates in the secondary mixing zone are in marginal condition, consider replacements





- Concentrator gates were difficult to move. There is minor deterioration of the steel in the side walls of the concentrators. The gate rod linkage appears to be in ok condition on the concentrators. Because of the age of the sludge concentrators replacement gates, control rod linkage, supports and hardware should be considered



- The inlet flow chamber hatch: It was reported that the gate had fallen off when the unit was drained. Recommend properly fastening the inspection hatch prior to placing the unit back in service and ensure the hatch is secure



- The salvageable steel components, including the tank shell, should be thoroughly cleaned with high pressure power washing and fully recoated
- All the steel components not being considered for replacement should be thoroughly cleaned, carefully inspected for any structural issues, and recoated. Repair or replace any steel areas where the corrosion exceeds 1/16"



ACCELATOR SOFTENER UNIT B

SUMMARY OF ITEMS TO ADDRESS IMMEDIATELY

- Remove scale build up from all steel components and piping
- Ensure no obstructions are present in the sludge blowdown withdraw piping
- Rebuild the one blowdown valve internals
- Test and verify flow from all bottom flushing spray header / nozzles
- Verify proper closure and functionality of sludge blowdown valves
- Securely fasten all internal hatches and ensure the inlet inspection hatch that had fallen off into the basin is properly secure prior to returning the unit to service

SUMMARY OF ITEMS TO CONSIDER FOR REPLACEMENT IN THE NEXT 12-18 MONTHS

- Outer & Inner Draft Tubes
- Launder System
 - radial launders
 - collection launder
 - outlet launders
 - effluent collection pocket
- Overflow collection pocket
- Hood and hood structure support, including:
 - hood plates
 - structural rafters
 - compression ring / segments
 - rafter gussets
- Deck plate segments
- Sludge concentrator gates with control rod linkage, supports and hardware
- Bottom flushing system (valve, piping, nozzles)
- Floor Drain Cover
- Rotor impeller with rotor blades, shaft, brace rods and adjustable impeller band
- Inlet Pipe (from inside of basin to clarifier hood)
- Sludge Recirculation Pipe (from inside the basin to the clarifier hood)
- Piping for chemical feed (pvc)
- Sludge blowdown valve rebuild kits

Thanks for the opportunity to visit the plant and observe the equipment. Please do not hesitate to contact Veolia WTS or Ben McDorman with our manufacturer representative Moss Kelley, Inc. if you have any questions or concerns. Upon request, Veolia WTS can prepare a rehabilitation proposal for the recommended rehabilitation components. Thank you again and we look forward to collaborating with you again soon.

Respectfully,

Jeremy Zimmer
Field Services – Richmond
jeremy.zimmer@veolia.com
804-502-8010



VEOLIA WTS
 4880 Cox Road, Suite 101
 Glen Allen, VA 23060
 tel: +1 804 756-7600
 fax: +1 804 756-7643

OBSERVATION REPORT

CONTRACT / WBS NO.:		REPORT DATE: January 31, 2024	
VEOLIA SERVICE REPRESENTATIVE: Steve Gray			
CUSTOMER: City of Pembroke Pines, Jose Vettaparambil		PROJECT NAME: Pembroke Pines WTP (Original Contract 82-784)	
PHONE NO(S): 954-980-5011		EQUIPMENT: #20 NS Accelator "B"	
FAX NO.:		CC: JZ GM SS	
		ACT:	
END USER INFORMATION (Municipality or Company):			
INFILCARE	PHYSICAL PLANT LOCATION: 7960 Johnson Street, Hollywood, FL 33024		
	MAILING ADDRESS: Same		
	WEB ADDRESS:		
	END USER CONTACT(S):		
	NAME & COMPANY:	TITLE:	PHONE:
	FAX:		
	Jose Vettaparambil - Jacobs	Utilities Project Mgr	954-980-5011
Kevin - Jacobs	Operator	954-980-5011	
Ben McDorman - Moss Kelley, Inc.	Sales Rep.	954-415-7411	
DATE ARRIVED: 1-29-2024		DATE LEFT SITE: 1-29-2024	
CONTACTED PRIOR TO SITE VISIT: Ben McDorman		CONTRACT MANAGER: J. Greenberg	
CONTACTED PRIOR TO LEAVING SITE: Jose Vettaparambil		DATE: 1-23-2024	TIME:
REASON FOR SERVICE VISIT (Brief Description): Re-Inspection of Unit B - # 20 NS Accelator		DATE: 1-29-2024	TIME:
SERVICE PROVIDED / GENERAL REMARKS: Arrived on site at 9 am and met with Jose Vettaparambil (City of Pembroke Pines/Jacobs), and Ben McDorman (Moss Kelley, Inc.). The #20 NS Accelator, "B" is being considered for rehab by the City of Pembroke Pines. The "B" Accelator has been cleaned/dried and was ready for inspection. The Impeller Drive was leaking oil from a fan shaft seal into Accelator B. The Impeller was operational with significant calcium carbonate buildup on the tie rods, drive shaft, deck plate and top of impeller. The impeller paddles had large notches worn into the upper edges from contact with the deck plate. The stand-off distance from the deck plate was 1" to 1 1/2" all around. The impeller paddles were firmly supported by the support rods. The impeller was not powered up for testing since there was significant calcium carbonate bricks on the deck plate. The compression ring had significant rust/delamination on the underside at the top of each rafter. The bottom flushing system was installed and had been working. A couple of the SS nozzles were clogged and need to be replaced/cleaned. The bottom flushing supply header on the inside of the hood was replaced with 2" Sch 40 PVC and was sagging and had very rusted split eye pipe connections. The Bottom Flushing supply valve had cracked diaphragms and needs to be replaced/repared. Bottom flushing system needs to be replaced. Drain cover was rusted and full of calcium carbonate. It should be replaced. Concentrator gates were frozen in place from calcium carbonate. Concentrator gate rods were not working. Launders are carbon steel and have significant rust blooms with material loss. Launderers need to be replaced. Outer Draft Tube has rust blooms with material loss and needs to be replaced.			

Exhibit "A"

Hood and skirt plates have significant rust blooms under and outside of the hood and would not be structurally sound after blasting.

8" Side drain appears to be clogged with calcium carbonate bricks. Needs to be cleared.

Tank manway opening is 20" square. A larger manway for maintenance & cleaning would be better.

Deck plate spacing from the hood plates was about 2" clogged with calcium carbonate.

The 3 inlet channel manways are on the hood side and are more difficult to get in. They want manways to the inlet channel on the deck plate.

Impeller Drive with Oil Leak



Exhibit "A"

Oil Leak on Impeller & Tie Rods Coated with Calcium Carbonate



Concentrator Gate Frozen Closed



Exhibit "A"

Bottom Flushing Pipe Sagging & Rusty Down Pipe



Bottom Flushing System Nozzle - Clogged



Exhibit "A"

Tank & Knee Braces



Tank Manway - Small



Exhibit "A"

Impeller Notched Paddles & Deck Plate



Compression Ring - Rusted



Exhibit "A"

Launders - Rusted



SERVICE REMAINING: None

START- UP & TRAINING PERFORMED (Indicate yes / no): NO

SERVICE OBLIGATION COMPLETE (Indicate yes / no): YES

VEOLIA NAMEPLATES INSTALLED (Indicate yes / no): NO

TOTAL DAYS/HRS SERVICE THIS TRIP: 4 D

CONTRACT:

WARRANTY:

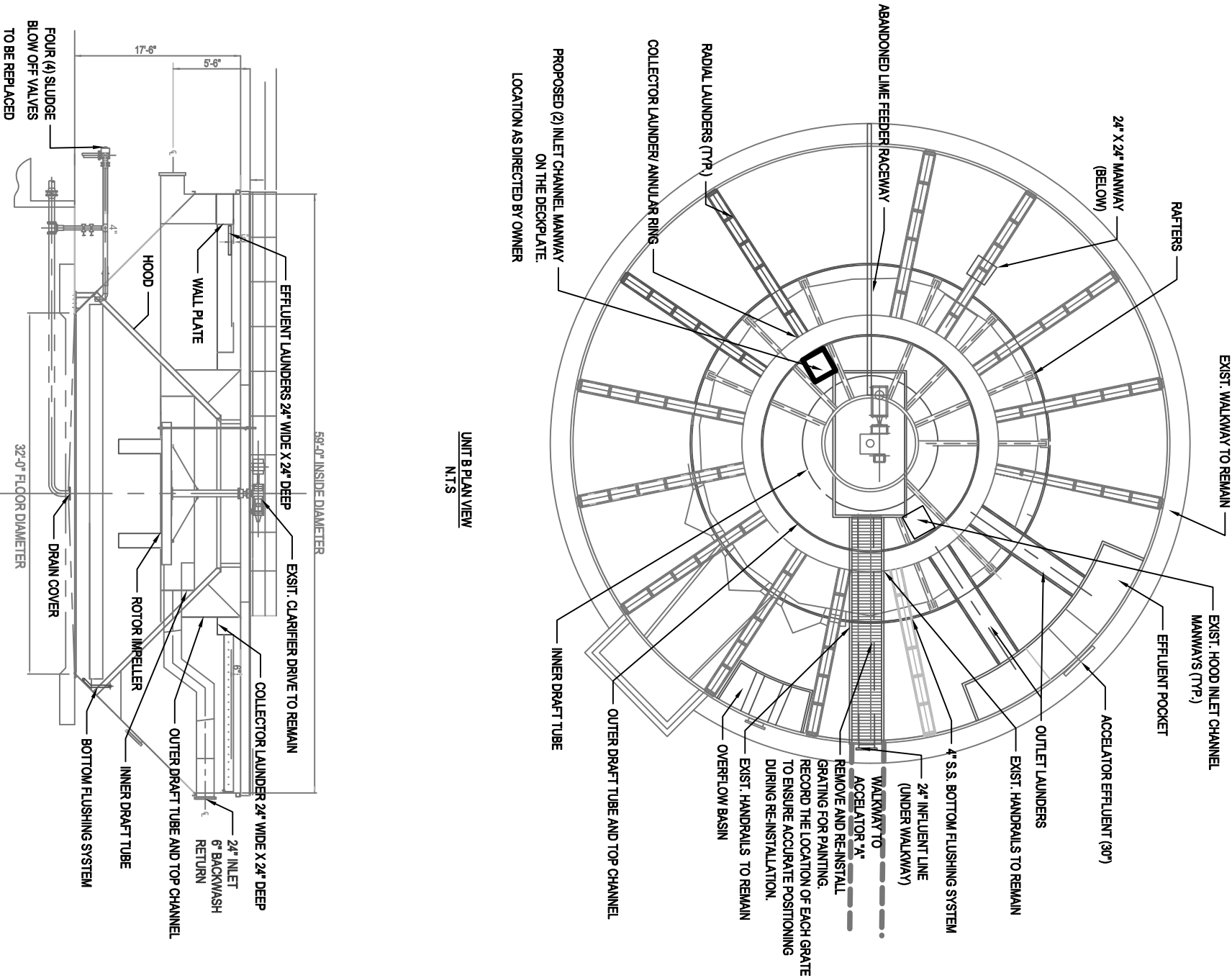
PER DIEM:

TRAVEL:

SIGNED/ FIELD SERVICE REPRESENTATIVE:

Steve Gray

DATE: 1-31-2024



PROJECT DESCRIPTION:

PART ONE – MOBILIZATION AND DEMOBILIZATION

- A. THE CONTRACTOR SHALL INCLUDE COMPENSATION FOR ALL LABOR, MATERIALS, EQUIPMENT AND ALL INCIDENTALS REQUIRED FOR ALL TEMPORARY FACILITIES, TRANSPORTATION, COMMUNICATIONS, OFFICE, MAINTENANCE AND OTHER PRE- AND POST-CONSTRUCTION EXPENSES NECESSARY FOR THE START OR CESSATION OF THE WORK.

PART TWO – RENOVATION OF UNIT B – REFER TO APPENDIX 1 – VECOLA REPORT FOR COMPLETE LIST. ALL PARTS SHALL BE MANUFACTURED BY VECOLA WATER TECHNOLOGIES AND SOLUTIONS NO SUBSTITUTIONS PERMITTED.

- A. PRIOR TO RENOVATION, TANK SHALL BE CLEANED AND ALL LIME, SAND, GRIT SLUDGE, ETC. SHALL BE REMOVED AND PROPERLY DISPOSED OF
- B. COMPLETE REMOVAL AND REPLACEMENT OF THE COMPONENTS INCLUDING BUT NOT LIMITED TO:
1. RADIAL LAUNDERS, IN 316 STAINLESS STEEL.
 2. RADIAL DISCHARGE LAUNDERS, 316 STAINLESS STEEL.
 3. COLLECTOR LAUNDER/ANNUAL RING, IN 316 STAINLESS STEEL.
 4. EFFLUENT POCKET, IN 316 STAINLESS STEEL.
 5. BOTTOM FLUSHING SYSTEM PIPING AND NOZZLES, IN 316 STAINLESS STEEL.
 6. HOOD AND HOOD SUPPORT STRUCTURE INCLUDING HOOD PLATES, DECK PLATES, STRUCTURAL RAFTERS, COMPRESSION RING, COMPRESSION SEGMENTS AND RAFTER GUSSETS, IN CARBON STEEL.
 7. SLUDGE CONCENTRATOR GATES WITH CONTROL LINKAGE, SUPPORTS AND HARDWARE, IN CARBON STEEL.
 8. ROTOR IMPELLER WITH ROTOR BLADES, SHAFT, BRACE RODS AND ADJUSTABLE IMPELLER BANG, IN CARBON STEEL.
 9. INLET PIPE FROM EXTERIOR FLANGE TO CLARIFIER HOOD IN 316 STAINLESS STEEL.
 10. CHEMICAL FEED PIPING, IN SCHEDULE 80 P.C.
 11. OUTER AND INNER DRAFT TUBES, IN 316 STAINLESS STEEL.
 12. FLOOR DRAIN COVER IN CARBON STEEL.
 13. COLUMNS AND CROSS BRACING ABOVE THE WATER LINE IN CARBON STEEL.
 14. FOUR (4) SLUDGE BLOW-OFF VALVES WITH LIME KNOB.
 15. TWO (2) NEW INLET CHANNEL, LAMINAS INSTALLED ON THE DEGRADATE.
 16. RESIZE THE CURRENT 24"x24" MANWAY TO 48"x48" MANWAY. .
 17. IN ADDITION TO VECOLA REPORT; REMOVE ABANDONED LIME FEEDER RACEWAY FROM UNIT B.

PART THREE – SURFACE PREPARATION AND PAINTING

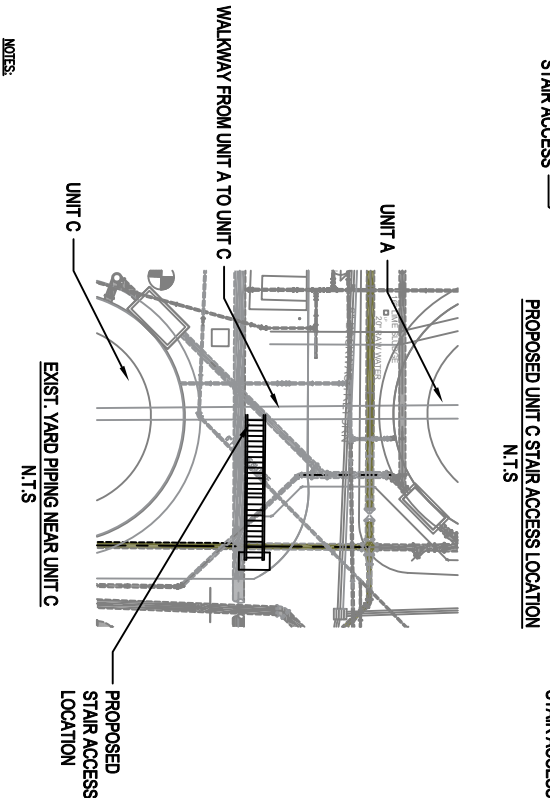
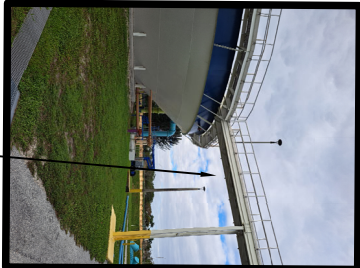
1. THE CONTRACTOR SHALL PERFORM SURFACE PREPARATION AND PAINTING FOR ALL SURFACES IN THE INTERIOR OF UNIT B IN ACCORDANCE WITH SECTION 09900 – PROTECTIVE COATINGS.
3. THE CONTRACTOR SHALL PERFORM A SITE INSPECTION TO VERIFY QUANTITIES PRIOR TO BID.
4. TANK EXTERIOR DOES NOT REQUIRE PAINTING UNLESS AFFECTED BY THE NEW CONSTRUCTION. AREAS AFFECTED SHALL RECEIVE SURFACE PREPARATION AND PAINTING IN ACCORDANCE WITH SECTION 09900.
5. THE PAINTING CONTRACTOR MUST HAVE SUCCESSFULLY COMPLETED A MINIMUM OF FIVE SIMILAR PROJECTS AT WATER OR WASTEWATER TREATMENT PLANTS IN THE LAST TEN YEARS TO BE CONSIDERED QUALIFIED AND MUST SUBMIT THIS LIST, WITH REFERENCES, IN THE BID.
6. ALL COLOR SELECTION SHALL BE BY THE OWNER. CONTRACTOR TO SUBMIT SHOP DRAWING FOR OWNER APPROVAL.
7. THE CONTRACTOR SHALL MAKE THE INTERIOR OF THE TANK AVAILABLE TO THE CITY FOR INSPECTION AFTER CLEANING AND BEFORE SANDBLASTING.

PART FOUR – ELECTRICAL RENOVATION

- A. REMOVE AND REPLACE ALL ELECTRICAL CONDUIT, WIRE AND ELECTRICAL ACCESSORIES SUCH AS SWITCHES, OUTLETS, JUNCTION BOXES, ETC. ON TOP OF UNIT B AS WELL AS SLUDGE BLOW OFF VALVES BELOW.
1. IDEAS TO BE REPLACED SHALL INCLUDE, BUT NOT BE LIMITED TO, POWER FEED TO CLARIFIER DRIVE DISCONNECT, POWER OUTLETS, POWER TO LIGHT STANDS, PROBES AND SENSORS.
 2. MATERIALS SHALL BE NON-METALLIC AND EXTERIOR GRADE.
 3. POWER OUTLETS SHALL HAVE WATERPROOF COVERS.
 4. ALL WORK SHALL BE PROPERLY SUPPORTED USING LIME-STRUT IN 316 STAINLESS STEEL. EXISTING PROBES AND SENSORS SHALL BE RE-USED. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO BID TO VERIFY QUANTITIES.
 5. ALL PVC COMPONENTS SHALL BE PAINTED IN ACCORDANCE WITH SECTION 09900.
 6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NEC AND NEC.

PART FIVE – UNIT C STAIR ACCESS

- A. INSTALL NEW STAIRS, HANDRAILS, LANDING, ETC. AS SHOWN IN THIS DRAWING AND SPECIFIED HEREIN.
1. NEW STAIRS SHALL BE INSTALLED AT THE LOCATION SHOWN FOR ACCESS TO UNIT C.
 2. ALL STRUCTURAL COMPONENTS, STEPS, STAIR THREADS, FOUNDATIONS AND SLOPE SHALL MEET FLORIDA BUILDING CODE AND OSHA RULES AND REGULATIONS.
 3. NEW STAIRS WILL REQUIRE ATTACHMENT TO THE EXISTING WALKWAY BETWEEN UNIT A AND UNIT C, STIFFNESS WALTER REQUIRED.
 4. NEW STAIRS NEED TO BE AS CLOSE TO UNIT C AS PRACTICAL.
 5. SUBMIT STAIR DRAWINGS SIGNED AND SEALED BY A FLORIDA REGISTERED ENGINEER.



NOTES:

1. THE CONTRACTOR SHALL CONDUCT A SITE INSPECTION TO VERIFY QUANTITIES PRIOR TO SUBMITTING THE BID. THIS SHALL BE DONE IN CONJUNCTION WITH THE OWNER'S OPERATIONS AND MAINTENANCE DEPARTMENT.
2. THE CONTRACTOR SHALL PERFORM ALL WORK IN STRICT ACCORDANCE WITH OWNER MEETS OR EXCEEDS THE DESIGN STANDARDS SET BY PREVIOUS EQUIPMENT. ANY PROPOSED DEVIATIONS FROM THE FORMER DESIGN SHALL BE APPROVED BY OWNER.
4. PROVIDE SHOP DRAWINGS SIGNED AND SEALED BY A FLORIDA REGISTERED ENGINEER FOR ALL MODIFICATIONS.
5. EQUIPMENT SHALL BE REPLACED BY NEW LIKE-KIND EQUIPMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, REPRODUCTION/FABRICATION, ANY PROPOSED DEVIATIONS FROM EXISTING DESIGN SHALL BE APPROVED BY OWNER.
6. PRIOR TO RENOVATION, CONTRACTOR SHALL CONDUCT THE LOCATION AND ARRANGEMENT OF ALL EXISTING PIPING, VALVES, EQUIPMENT, TO BE IMPROVED BY THE RENOVATION WORK.
7. REPAIR OR REPLACE ALL STEEL AREAS WHERE THE CORROSION EXCEEDS 1/16" THICKNESS. REPAIRS SHALL CONSIST OF REPAIR AND OR FULL AREA REPAIR.
8. STEEL AREAS ON TANK BULK HEADS SHALL BE REPAIRED ALL AROUND.
9. REPAIR AND OR FULL AREA REPAIRS WITH NEW 316 STAINLESS STEEL FASTENERS. SEPARATE ANY DISSIMILAR METALS WITH ANION OR INHIBITOR AS REQUIRED.
10. ALL WORK SHALL BE PLUMB, STRAIGHT AND LEVEL, AND IN STRICT ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
11. MANUFACTURER FABRICATION DRAWINGS FOR UNIT B DO NOT EXIST. THE CONTRACTOR SHALL BE HELD TO THE MANUFACTURER SPECIFICATIONS.
12. THE CONTRACTOR SHALL RETAIN VECOLA WATER TECHNOLOGIES AND SOLUTIONS TO PROVIDE SUFFICIENT CONSTRUCTION OBSERVATION SO TO ACQUIRE A CERTIFICATION OF SUBSTANTIAL COMPLIANCE WITH MANUFACTURERS SPECIFICATIONS AT THE COMPLETION OF THE PROJECT.
13. THE CONTRACTOR SHALL SUBMIT A MINIMUM OF THREE SIMILAR PROJECTS ON LINE SCHEDULING UNITS IN THE LAST TEN YEARS TO BE CONSIDERED QUALIFIED AND MUST SUBMIT THIS LIST, WITH REFERENCES, IN THE BID.

WATER TREATMENT PLANT UNIT B REHABILITATION SCOPE OF WORK

UNIVERSITY DRIVE & JOHNSON STREET

REVISIONS				
NO.	DATE	BY	DESCRIPTION	
1				
2				
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12				



CITY OF PEMBROKE PINES UTILITIES DEPARTMENT

8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025

DRAWN BY: J.V.	DATE: 4/21/25
DESIGNED BY: J.C.	SCALE: N.T.S
CHECKED BY: T.W.	

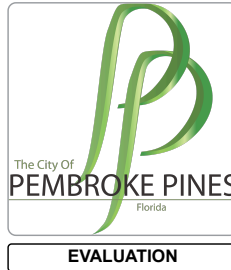
SEAL:

SHEET NAME:

C-1

SHEET: 1 OF 1
CITY OF P.E. PLAN SUBMITTAL
BID SET

SUBMITTAL DATE:
APRIL 21, 2025



Water Treatment Plant Unit B Rehabilitation

 Invitation For Bid

 Utilities

 89015, 91063, 91359, 91391, 91897... show all

Project ID: PSUT-25-08

Release Date: Wednesday, June 25, 2025

Due Date: Tuesday, August 12, 2025 2:00pm

 Posted  Wednesday, June 25, 2025 6:39pm

 Bid Unsealed Tuesday, August 12, 2025 2:41pm by Debra Rogers

 Pricing Unsealed Tuesday, August 12, 2025 2:41pm by Debra Rogers

All dates & times in Eastern Time

Edit   Preview

1. NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

IFB # PSUT-25-08

Water Treatment Plant Unit B Rehabilitation

Solicitations may be found on the City of Pembroke Pines website under the Procurement Department at <http://www.ppines.com/index.aspx?NID=667>, and may be downloaded directly from the OpenGov platform at <https://procurement.opengov.com/portal/pembrokepines>.

For Technical Support, proposers can reach the OpenGov Service Desk between 7:00 am to 10:00 pm from Monday through Friday via the following methods:

- Chat (preferred method): Click the button in the lower right-hand corner of the portal.
- E-mail: procurement-support@opengov.com
- Phone: 1 (650) 336-7167

If additional help is needed with downloading the solicitation package please contact the Procurement Department at (954) 518-9020 or by email at purchasing@ppines.com. The Procurement Department hours are between 7:00 am to 6:00 pm on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, FL 33025.

Bidders shall submit all questions regarding this bid via the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/pembrokepines>. Please note the deadline for submitting questions. All answers will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the bidder's responsibility to check the portal for updates. Only written responses issued through the OpenGov platform will be considered official for interpretations or clarifications.

Exhibit "A"

Proposals will be accepted until 2:00 pm on Tuesday, August 12, 2025, electronically at

<https://procurement.opengov.com/portal/pembrokepines/projects/174183>.

Bid Opening: The sealed electronic proposals will be publicly opened at 2:30 pm, on the bid due date, by the City Clerk's Office, in the **City Clerk's Office Conference Room located on the 4th Floor in the Charles F. Dodge City Center**/City Hall Administration Building, located at 601 City Center Way, Pembroke Pines, Florida, 33025.

Virtual Bid Opening: In light of public health concerns and to ensure accessibility for all, the City encourages interested parties, Contractors, and the public to participate virtually via live streaming instead of attending the meeting in person. As a result, meetings may be a combination of in-person and virtual, all as provided by law. To virtually attend the bid opening, please use the Cisco Webex Meetings platform.

Virtual Meeting Details:

- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>.

To ensure an efficient meeting process, participants are requested to mute their audio and camera during the meeting. While the public is welcome to attend the virtual bid opening, **please note that active participation and commenting will not be allowed during the proceedings.**

For further information about the bid opening or assistance in accessing the virtual meeting, please contact:

Jamie Chen or other Procurement Staff in the Procurement Department

City of Pembroke Pines

8300 South Palm Drive,

Pembroke Pines, FL 33025

(954) 518-9061 or 954-518-9020

purchasing@ppines.com

QUESTION & ANSWER REPORT
IFB No. PSUT-25-08
Water Treatment Plant Unit B Rehabilitation

RESPONSE DEADLINE: August 12, 2025 at 2:00 pm

Approved, Unanswered Questions

3. Water Treatment Plant Unit B Rehabilitation

Aug 7, 2025 9:52 AM

Question: Is the City providing the (4) blow off valves for this project?

Aug 7, 2025 9:52 AM

Approved, Answers Provided

1. No subject

Jun 25, 2025 8:18 PM

Question: Is there a budget for this project?

Jun 25, 2025 8:18 PM

Answered: Please see section 2.5. Staff estimates this project to cost approximately \$1,700,000

Jul 1, 2025 9:14 AM

2. Bid Extension

Jul 7, 2025 8:39 AM

Question: Good Morning ! There is another bid due on this day. Is it possible to have an extension on this project ?

Jul 7, 2025 8:39 AM

Exhibit "A"

Answered: The City believes the timeline is sufficient and allows ample time to prepare a response. If an extension is necessary, we can revisit this closer to the submittal deadline.

Jul 14, 2025 4:49 PM