

**CONTRACT NO. 2020-41  
INFLOW AND INFILTRATION REHABILITATION**

This Nonexclusive Contract ("Contract") for Inflow and Infiltration Rehabilitation is entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City" and Engineered Coating Solutions, LLC, a Florida Limited Liability Company, with its principal office located at 752 Commerce Drive Unit 14 Bld C, Venice FL 34292 63005, hereinafter referred to as the "Contractor."

**WITNESSETH**

The parties to this Contract, for and in consideration of their mutual covenants specified below, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, bind themselves, their partners, successors, assigns and legal representatives to all covenants, agreements and obligations contained in the agreements and bid documents executed between the parties, and do hereby further agree as follows:

**1. RESPONSIBILITIES OF THE CONTRACTOR:**

- A. Supervision: The Contractor shall supervise and direct the work to the best of its ability, give it all the attention necessary for such proper supervision and direction and not employ for work on the project any person without sufficient skill to perform the job for which the person was employed.

The Contractor assumes full responsibility for acts, negligence, or omissions of all its employees on the project, for those subcontractors and their employees, and for those of all other persons doing work under a contract with it. All contracts between the Contractor and any subcontractor as the Contractor may hire, shall conform to the provisions of this Contract and the bid documents, and shall incorporate in them the relevant portions of this Contract.

- B. Labor and Materials: The Contractor shall provide and pay for all labor, materials, and equipment, including but not limited to tools, construction equipment and machinery, and all transportation and other facilities and services necessary for the proper completion of the work in strict conformity with the provisions herein contained and Request For Bid No. 2020-41 (the "RFB"), including plans and specifications, addendums and the proposal submitted by the Contractor.
- C. The RFB, specifications, and proposal submitted by the Contractor are hereby specifically made a part of this Contract and are incorporated herein.
- D. The Contractor represents and warrants to the City that all equipment and materials used in the work, and made a part of the structures thereon, or placed permanently in connection therewith, will be in conformity with this Contract and new unless otherwise specified in this Contract and the bid documents, shall be of good quality and free of defects. It is understood between the parties that all equipment and materials not in conformity are defective.

- E. Incorporation of Bid Documents: The RFB, including plans, specifications, addendums, and Contractor's response to the RFB, are specifically made a part of this Contract and are incorporated herein. In the event of a conflict between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:
1. This Contract (Contract No. 2020-41) approved by the Commission, and any attachments;
  2. The Request for Bid, including any and all attachments and addenda;
  3. Contractor's response to the Request for Bid; and then
  4. Any change order or amendment to this Contract.

## 2. PUBLIC RECORDS:

In accordance with Florida Statutes, section 119.0701, the Contractor shall comply with all public records laws, and shall specifically:

- A. Keep and maintain public records required by the City to perform the service.
1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
  2. "Public records" means and includes those items specified in Florida Statutes, section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. The Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.
- B. Upon request from the City's custodian of public records, provide the City, at no cost, 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 for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and, if the Contractor does not transfer the records to the City following completion of the Contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in the Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public

records upon the completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

- E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941-429-7063 OR HOTLINE 941-429-7270; E-MAIL: [publicrecordsrequest@cityofnorthport.com](mailto:publicrecordsrequest@cityofnorthport.com).**
- F. Failure of the Contractor to comply with these requirements shall be a material breach of this Contract. Further, the Contractor may be subject to penalties under Florida Statutes, section 119.10.

### **3. CONTRACT AMOUNT AND WORK ASSIGNMENT PRICE:**

- A. Contractor understands that this is a nonexclusive contract and the City may award more than one contract for this project as outlined in the Contract specifications. The cumulative total for all work assignments issued under each contract shall not exceed the Contract amount indicated below as selected for this Contract.
- B. The Contract amount for all Work Assignments shall not exceed the budgeted amount per fiscal year.
- C. In consideration of the work, labor, services and materials to be furnished by the Contractor, and in accordance with the agreed upon plans and specifications, the City agrees to pay Contractor, upon the completion and acceptance thereof by the City. The total Contract amount for all Work Assignments set forth above is an estimate based upon anticipated Work Assignments for all applicable contracts. However, the Contractor understands and acknowledges that no minimum amount of work is guaranteed under this Contract.
- D. The Contract amount set forth herein is an estimate based upon anticipated Work Assignments. However, the Contractor understands and acknowledges that no minimum amount of work is guaranteed under this Contract.

### **4. PAYMENT:**

- A. One (1) original request for payment must be submitted to the City on a City approved form. Each pay request must be accompanied by an updated work schedule to reflect the progress of all work. Payment must be accompanied by either written approval and direction of the surety, or receipt of updated affidavits of payment by subcontractors and/or suppliers, in accordance with Florida Statutes Section 255.05(11).
- B. Contract price is net, and all invoices will be payable according to the Florida Local Government Prompt Payment Act (Florida Statutes Section 218.70, *et seq.*). Upon certification

and approval by the City or its duly authorized agent, progress payments may be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with this Contract.

- C. Prior to fifty percent (50%) completion, the Contractor will be paid monthly the total value of the work completed and accepted during the preceding month, less ten percent (10%) retainage. After fifty percent (50%) completion of the construction services purchased pursuant to this Contract, the City must reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment made to the Contractor upon request of the Contractor. For purposes of this subsection, the term "fifty percent (50%) completion" is the point at which the City has expended fifty percent (50%) of the total cost of the construction services purchased as identified in this Contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in this Contract. The City must inform the Contractor's Surety of any reduction in retainage.
- D. Contractor must update each new pay request in accordance with any changes made to the previous submittal. City approval is required before making final payment for all work, materials, or services furnished under this Contract. Retainage may be reduced upon issuance of the Certificate of Substantial Completion by the City if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, all required affidavits have been provided, and the City has retained adequate coverage for the project through the achievement of Final Completion.

**5. WORK ASSIGNMENTS:**

- A. Upon completion and approval by the City of Work Assignments lasting less than 90-days in duration and which cost less than \$100,000.00, monthly payments may be made to the Contractor upon application for all services or work completed or materials furnished in accordance with the Work Assignment.
- B. Upon the City's certification and approval of Work Assignments lasting more than 90-days in duration and which cost less than \$100,000.00, monthly payments may be made to the Contractor upon application for all services or work completed or materials furnished in accordance with the Contract. Prior to completion, monthly payments shall not exceed eighty percent (80%) of the value of the materials furnished or services and work completed up to the time of application for payment. The Contractor must update each new request in accordance with any changes made to the previous submittal. Final payment shall be made after approval by the City, of all work, materials or services required under the Work Assignment.
- C. Upon certification and approval by the City of Work Assignments valued at more than \$100,000.00, monthly payments may be made to the Contractor upon application for all services or work completed or materials furnished in accordance with the Contract. The Contractor shall submit the application for payment shall as further described by the Work Assignment, and in a form satisfactory with the City of North Port. Prior to substantial completion, monthly payments shall be made on the value of materials furnished or services and work completed up to the time of application for payment. Retainage shall be in accordance with Florida Statutes, section 255.078, and may be reduced upon the City's issuance of the Certificate of Substantial Completion if, in the sole opinion of the City, sufficient progress on the schedule has been

accomplished, all Notices of Lien have been resolved, and the County has retained adequate retainage for the final completion of the project and all estimated liquidated damages. The City shall inform the Contractor's surety of any reduction in retainage. Contractor must update each new application for payment in accordance with any changes made to the previous application.

- D. Final payment shall be made after the City's approval of all work, materials or services required under this Contract.
  - 1. Applications for payment shall be submitted monthly and shall be due on the anniversary date of the Notice to Proceed.
  - 2. Except in the case of an application for final payment, applications for payment of less than \$200.00 shall not be accepted or processed.

#### 6. CONTRACT TERM:

- A. Time is of the essence in the performance of this Contract. The term of this Contract is one (1) year from the Effective Date. This Contract may be renewed for up to two (2) additional one-year terms upon mutual written agreement of the Parties, entered into by the Parties not more than one-hundred and twenty (120) days and not less than thirty (30) days from the expiration of the term. The time of completion set for a Work Assignment will be determined at the time the Work Assignment is executed.
- B. The Contractor agrees that no work shall begin prior to the start of the term provide by the Work Assignment. All work shall be performed to the specification provided in the Work Assignment and shall continue until reaching Substantial Completion.
- C. Substantial Completion shall be defined within the time frame specified in each individual Work Assignment, and shall include an additional 30 calendar days for the Contractor to reach Final Acceptance. The only acceptable delays are those caused through no fault of the Contractor or by unforeseeable acts of nature.

#### 7. BOND REQUIREMENTS:

- A. **Bond Requirements:** The successful bidder shall provide the required performance and payment bond or other acceptable security to the City within **ten (10) business days of being awarded the work assignment. Failure by the successful bidder to provide the bond within ten (10) business days shall be considered a default under Sec. 2-404 of the Code of the City of North Port.** Upon such default the City may immediately award the bid to the next lowest responsive and responsible bidder, and recover from the original successful bidder the difference in cost between the original winning bid and the next lowest responsive and responsible bidder. Such default shall only be curable at the option of the City.

In addition, the Contractor shall be responsible and bear all costs associated to record the Performance and Payment Bond with Sarasota County Clerk's Office. The Contractor shall furnish the receipt of said recording and certified copy of the bond to the Purchasing Department at the time of the pre-construction meeting for the work assignment. Such default shall only be curable at the option of the City.

**B. Performance and Payment Bond:** A Performance and Payment Bond will be required on all Work Assignments. The Contractor shall provide a Performance and Payment Bond, in the form prescribed in Florida Statutes, Section 255.05, in the amount of one hundred percent (100%) of the Contract amount, the costs of which are to be paid by the Contractor. The bond will be acceptable to the City only if the Surety Company:

1. Is licensed to do business in the State of Florida; and
2. Holds a certificate of authority authorizing it to write surety bonds in the State of Florida; and
3. Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued; and
4. Is otherwise in compliance with the provisions of the Florida Insurance Code; and
5. Holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308; and
6. Has a current rating of at least Excellent (A or A-) as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038; and
7. Has an underwriting limitation of at least two times the dollar amount of the contract.

If the Surety Company for any bond furnished by the Contractor files for bankruptcy, has a receiver appointed, is declared bankrupt, becomes insolvent, has an assignment made for the benefit of creditors, has its right to do business in the State of Florida terminated, or ceases to meet the requirements imposed by the Contract or the documents incorporated therein, the Contractor shall, within five (5) calendar days thereafter, substitute another Bond and Surety Company, both of which shall be subject to the City's approval.

By execution of this bond, the Surety Company acknowledges that it has read the surety qualifications and surety obligations imposed by the Contract and the documents incorporated therein and satisfies all conditions.

## **8. INSURANCE:**

Before performing any work under the Contract or Work Assignment, the Contractor shall procure and maintain, during the term of this Contract or the Work Assignment, the following types of insurance coverage and shall furnish certificates representing such insurance to the City. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and shall meet a minimum financial AM Best and Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Contractor.

- A. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE (PER CHAPTER 440, FLORIDA STATUTES):** The Contractor shall procure and maintain during the term of this Contract, and the Work Assignment, Worker's Compensation insurance for all of its employees to be engaged in work on the project under this Contract or Work Assignment and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation insurance for all of the latter's employees engaged in such work unless such employees are covered by protection afforded by the Contractor's Workers Compensation insurance. For additional information contact the Department of Financial Services, Workers' Compensation Division, at 850-413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com). In case any class of employees engaged in hazardous work on the project under this Contract or a Work Assignment is not protected under the Worker's Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, Employer's Liability Insurance for the protection of its employees not otherwise protected under such provisions. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

Proof of such insurance shall be filed by the Contractor with the City within ten (10) days after the execution of a Work Assignment. Coverage is to apply for all employees in the statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 for each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.

- B. COMPREHENSIVE GENERAL LIABILITY:** The Contractor shall procure and maintain, and require all subcontractors to procure and maintain, during the term of this Contract and any Work Assignment, a comprehensive general liability policy, including, but not limited to: 1) Independent Contractor's liability; 2) products and completed operations liability; 3) contractual liability; 4) broad form property damage liability; and 5) personal injury liability. The minimum shall be no less than \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises. The City of North Port, Florida, shall be named as an additional insured.
- C. BUSINESS AUTOMOBILE LIABILITY:** The Contractor shall procure and maintain, and require all subcontractors to procure and maintain, during the term of this Contract, and any Work Assignment, automobile liability insurance including all owned, hired, and non-owned vehicles. The minimum combined single limit per occurrence shall be no less than \$1,000,000 for bodily injury and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles, as well as employee's non-ownership. The City of North Port, Florida, shall be named as additional insured.

## 9. SPECIAL REQUIREMENTS:

Additional Insured: All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, shall name the City of North Port, Florida, its Commissioners, officers, agents, employees and volunteers, as well as the State of Florida, the Department of Environmental Protection, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund as additional insureds as their

interests may appear under this Contract. This must be written in the description of operations section of the insurance certificate, even if there is check-off-box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

Any and all deductibles to the above referenced policies are to be the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the City.

#### **10. WAIVER OF SUBROGATION:**

All required insurance policies, with the exception of Workers Compensation, are to be endorsed with a Waiver of Subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the City, its Commissioners, officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Contractor or its agents may be responsible for.

#### **11. POLICY FORM:**

- A. All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis, shall name the City of North Port, Florida, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, Florida, its Commissioners, officers, agents, employees, or volunteers.
- B. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- C. Each insurance policy required by this Contract shall:



1. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  2. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
- D. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
- E. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.
- F. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retention to which such policies are subject, whether or not the City is an insured under the policy.
- G. Claims-made policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- H. Certificates of insurance evidencing claims-made or occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

## **12. INDEMNITY:**

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE CONTRACTOR, OR CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUB-CONSULTANTS, AND OTHER PERSONS

EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THE CONTRACT. THE CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.

- B. IN THE EVENT OF A CLAIM, THE CITY SHALL PROMPTLY NOTIFY THE CONTRACTOR IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.
- C. THE CITY SHALL PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONTRACTOR MAY REASONABLY REQUIRE REGARDING ANY CLAIM. THIS AGREEMENT FOR INDEMNIFICATION SHALL SURVIVE TERMINATION OR COMPLETION OF THE CONTRACT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS CONTRACT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE SHALL NOT BE DEEMED A LIMITATION ON THE CONTRACTOR'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).
- E. NOTHING IN THIS CONTRACT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES, SECTION 768.28.
- F. THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.
- G. FURTHER, THE CONTRACTOR SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.

**13. CONTRACTOR'S AFFIDAVIT:**

When all work contemplated by this Contract has been completed, and has been inspected and approved by the City, the Contractor shall furnish the City a Contractor's Affidavit in a form acceptable to the City. Signed affidavits of payment will also be required by the City from any and all subcontractors hired by the Contractor, unless payment is approved by the surety in accordance with Florida Statutes, section 255.05(11). The affidavits shall state whether the subcontractor(s) has been paid in full or whether there are payments remaining. A list of all subcontractors shall be furnished to the City prior to any payments against the Contract.

**14. TERMINATION AND DEFAULT:**

- A. Termination with or without Cause: The performance of work under this Contract may be terminated with or without cause by the City Manager, in whole or in part, whenever the City Manager determines that termination is in the City's best interest. Any such termination shall be effective by delivery to the Contractor of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the work is terminated and

the date upon which such termination becomes effective. Except as otherwise directed, the Contractor shall cease all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims. Contractor must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services. Upon delivery of the documents, the City shall pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under the Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims against or to pay indebtedness of the Contractor in accordance with the provisions of the Contract. Under no circumstances shall the City make any payment to Contractor for services that have not been performed or that are performed subsequent to the termination date.

- B. **Non-Appropriation:** The parties acknowledge and agree that the obligations of City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which City is a party, are and shall remain subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. City agrees to exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Contract; however, since funds are appropriated annually by the City Commission on a fiscal year basis, and since funds have not yet been appropriated for the undertakings contemplated herein, City's legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Contract shall not constitute an indebtedness of City nor shall it constitute an obligation for which City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation.
- C. **Abandonment:** In the event that the Contractor has abandoned performance under this Contract, then the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. The written notice shall state the evidence indicating the Contractor's abandonment.
- D. **Contractor Termination:** The Contractor shall have the right to terminate the Contract only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.
- E. **City Termination:** The City Manager or designee reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor or an assignment is made for the benefit of creditors.

- F. **Breach:** In the event Contractor breaches this Contract, the City shall provide written notice of the breach and Contractor shall have ten (10) days from the date the notice is received to cure. If Contractor fails to cure within the ten (10) days, the City Manager or designee shall have the right to immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to Contractor due to:
1. The quality of a portion or all of the Contractor's work not being in accordance with the requirements of this Contract;
  2. The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
  3. The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
  4. The Contractor's failure to use Contract funds, previously paid the Contractor by the City, to pay Contractor's project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
  5. Claims made, or likely to be made, against the City or its property;
  6. Loss caused by the Contractor;
  7. The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above; and
  8. Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this Contract.
- G. In the event the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in the clause, the Contractor shall promptly comply with such demand. The City's rights hereunder survive the term of this Contract, and are not waived by final payment and/or acceptance.
- H. **E-Verify Violation:** If the City has a good faith belief that the Contractor or subcontractor has knowingly violated Section 287.137, Fla. Stat., then the City will terminate the contract with the Contractor. A contractor whose contract has been terminated pursuant to this statute will not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Contractor shall be liable for any additional costs to the City as a result of the contract termination.
- I. **Remedies:** In the event of a default or breach of the contract terms, the City may avail itself of each and every remedy specifically given to it now existing at law or in equity, and each and every such remedy will be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy will not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

**15. INDEPENDENT CONTRACTOR:**

The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, agent or servant of the City. All persons

engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than as specifically provided for in this Contract. The Contractor shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**16. SUBCONTRACTORS:**

Contractor shall furnish the City with a list of all subcontractors prior to any payments against the Contract. All subcontractors are subject to City approval.

**17. LICENSES AND PERMITS/LAWS AND REGULATIONS:**

The Contractor shall pay all taxes required by law in connection with the activity in accordance with this Contract including sales, use, and similar taxes, and unless mutually agreed to in writing to the contrary, shall secure all licenses and permits necessary for proper completion of the work, paying any fees therefore. Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this Contract. The Contractor shall comply with all laws and ordinances, and the rules, regulations, and orders of all public authorities relating to the performance of the work herein. If any of the Contract documents are at variance therewith, the Contractor shall notify the City promptly on the discovery of such variance.

**18. AMENDMENT:**

This Contract constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. The City Commission shall approve all increases in compensation under this Contract.

**19. EQUAL EMPLOYMENT OPPORTUNITY:**

The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

**20. NON-DISCRIMINATION:**

The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to Florida Statutes, section 287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

**21. ASSIGNMENT:**

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due the Contractor from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy. Notice shall be promptly given to the City.

**22. NOTICES:**

Any notice, demand, communication, or request required or permitted hereunder shall be sent by certified mail, return receipt requested, and shall be mailed to:

**As to the City:** Utilities Engineering Manager  
City of North Port, Florida  
Utilities Department  
6644 W Price Blvd.  
North Port, Florida 34291  
Tel: 941.240. 8013  
E-Mail: macosta@cityofnorthport.com

With a copy to: City of North Port, Florida  
City Attorney's Office  
4970 City Hall Boulevard  
North Port, Florida 34286

**As to Contractor:** Michael J. Blank  
752 Commerce Drive  
Unit 14, Bld C  
Venice, FL 34292  
Telephone: 941.993.5923  
E-Mail: jblank@escoatings.com

Notices shall be effective when received at the addresses specified above. Changes in the respective addresses which such notice is to be directed may be made from time to time by either party by written notice to the other party. Nothing in this Section shall be construed to restrict the transmission of routine communications between representatives of Contractor and City.

**23. WAIVER:**

No delay or failure to enforce any breach of this Contract by either the City or the Contractor shall be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**24. ATTORNEY'S FEES:**

In any proceedings between the parties arising out of or related to this Contract, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings, at both trial and appellate levels.

**25. GOVERNING LAW, VENUE AND SEVERABILITY:**

The rights, obligations and remedies of the parties under this Contract shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in Sarasota County, Florida. The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

**26. PARAGRAPH HEADINGS:**

Paragraph headings are for the convenience of the parties and for the reference purposes only and shall be given no legal effect.

**27. AUTHORITY TO EXECUTE:**

The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

**28. BINDING EFFECT/COUNTERPARTS**

By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

**29. SCRUTINIZED COMPANIES:**

- A. As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000.00 or less, the Contractor shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000.00 or more, the Contractor shall certify on a form provided by the City, that all of the following are true:
  - 1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel; and
  - 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes Section 215.473; and
  - 3. It is not engaged in business operations in Cuba or Syria.
- C. If the Contractor provides a false certification or has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the Contractor will be in breach of this Contract and the City may terminate the Contract.
- D. PENALTY:
  - 1. A Contractor that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
  - 2. Shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that the Contractor submitted a false certification.

**30. ENTIRE AGREEMENT:**

This Contract (with all referenced plans, attachments, addenda and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. In the event of any conflict between the provisions of this Contract and the RFB or Contractor's bid, this signed Contract (excluding the RFB and Contractor's bid) shall take precedence, followed by the provisions of the RFB, and then by the terms of the Contractor's bid.

**31. FORCE MAJEURE:** Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

- A. A strike or work stoppage, unless caused by a negligent act or omission of either Party;
- B. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake,



epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;

- C. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- D. A declared emergency of the federal, state, or local government; or
- E. Any other like event that is beyond the reasonable control of the non-performing party; then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:
- F. The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
- G. The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
- H. No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
- I. The non-performing party uses all reasonable diligence to remedy its inability to perform. Economic hardship of a party does not constitute an event of *force majeure*. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

*(This space intentionally left blank; signature page to follow)*

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents, the year and date first above written.

CONTRACTOR  
ENGINEERED COATINGS SOLUTIONS, LLC

By: Michael J. Blank  
SIGNATURE

Michael J. Blank - President  
PRINT NAME AND TITLE

Date: 9/17/2020

STATE OF ~~FLORIDA~~ Missouri  
COUNTY OF JACKSON


The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of Sept., 2020, by Michael J. Blank, as President and on behalf of **ENGINEERED COATINGS SOLUTIONS, LLC** who is personally known to me or who produced FL DL # B452-550-66-341-0 as identification.

Theresa M Opie  
Notary Public

(The City Commission approved this Contract on \_\_\_\_\_.)



CITY OF NORTH PORT, FLORIDA


By:   
PETER D. LEAR, CPA, CGMA  
CITY MANAGER

Date: 10-27-2022

ATTEST

  
HEATHER TAYLOR, CMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

  
AMBER L. SLAYTON  
CITY ATTORNEY



### SECTION III. SPECIAL PROVISIONS

**SP-01 INTENT:** The purpose of this project is to obtain a competent, experienced and responsible Contractor to construct the project in accordance with the plans and specifications, in an expeditious manner that reasonably protects the public and adjacent property from the construction of the project.

The Contract Documents comprise the entire agreement between City and Contractor concerning the work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the project. The work specified herein shall consist of furnishing all supervision, labor, equipment, material and any incidentals required for the successful completion of all work as specified herein. All work shall conform within the limits as specified and shown and be in conformance with the appropriate Technical Specifications contained herein.

The plans, technical specifications, and other documents provided are intended to provide the Contractor with known conditions of the existing site and proposed work area. The Contractor is responsible to conduct any and all investigation, survey, or other activities required to fully understand the existing site and conditions that will be encountered during the project, and on which their bid will be based. Additional investigations may be necessary for the purposes of carrying out the construction project. The City of North Port will not consider or approve any claim for additional time or monetary compensation submitted by the Contractor caused by unknown site conditions or a failure by the Contractor to fully investigate and understand the full extent and nature of the work. This includes, but is not limited to, existing utilities as well as subsurface conditions.

**SP-02 EQUIPMENT:** The Contractor shall only use equipment, machines, or combination of machines that are in good and safe working condition. The equipment shall produce results that meet or exceed the Technical Specifications stated herein.

Equipment incapable of providing this will not be acceptable for use on this Project. The Contractor shall not use equipment which is unsafe or in need of repair. Work completed with equipment, which is not properly functioning, shall be deemed unacceptable.

**SP-03 CONSTRUCTION SCHEDULE:** The construction schedule will be set per work assignment.

The Contractor shall furnish copies of the Construction Schedule to the City when requested to perform the work as outlined in the Bid Form. The City will notify the Contractor of such as needed work and the Contractor will provide a Construction Schedule to the City within thirty (30) days of the City's notification. A project update meeting will be held bi-weekly, or as required during contract.

**SP-04 PRE-CONSTRUCTION CONFERENCE:** A Pre-Construction Conference will be held, at which time the Contractor shall submit the following for the City's approval or acceptance:

A telephone list specifying the name, address, office phone number and cell phone numbers of all subcontractors or suppliers to be used on this project. If the Contractor proposes to subcontract any survey work that may be required, the Contractor shall include the registration number of the surveyor. The telephone list shall also include emergency telephone numbers. The Contractor shall include a 24-hour emergency telephone for the

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City's use, which the Contractor shall update as necessary throughout the project. The Contractor shall request, in writing, any changes in subcontractors or suppliers.

No change in subcontractors or suppliers shall be made without written consent from the City.

- In addition to the telephone and facsimile numbers, the Contractor shall provide an e-mail address where emails can be sent. The e-mail address must be monitored at least daily and capable of transferring electronic files.
- The Contractor shall submit to the City a list of equipment the Contractor proposes to utilize on this project.
- The Contractor shall submit for City approval a paper copy and electronic copy of a Construction Schedule prepared using City approved software, and a Schedule of Progress Payment Requests.
- The Contractor shall also submit all other materials or mix designs, which will be used by the Contractor for this Contract.

**Mobilization may not start** until all submittals have been accepted by the City and/or City's Representative. Once approved, no changes will be allowed without the written approval of the City and/or the City's Representative.

The Contractor shall also provide, on a monthly basis, an update to the Construction Schedule reflecting changes made as a result of such reasons as weather, breakdowns, and unanticipated delays, as a means of better monitoring the project.

**SP-05 PROGRESS MEETING:** For this project, progress meetings shall be bi-weekly during or as needed. The Contractor shall designate a representative to attend Progress Meetings held at the North Port Utilities Office, 6644 West Price Boulevard, North Port, Florida. The Contractor shall submit, at each meeting, up-to-date schedule information, a written projected schedule for the next two weeks, written claims for additional compensation, written claims for weather days to extend the Contract, results of all testing and Value Engineering Proposals. The City will use the updated schedule information to monitor the Contractor's production rate. Upon written notice from the City, the Contractor shall dedicate additional resources to increase the production rate such that the Contractor will be back on schedule. Failure to comply with the approved Construction Schedule shall result in the Contractor being considered in default and subject to suspension of this Contract. Contractor may request progress meetings be on a different schedule than bi-weekly provided the City can confirm work is proceeding expeditiously. City may require a return to bi-weekly progress meetings at any time.

**SP-06 COOPERATION WITH UTILITIES:** The Contractor shall notify all utility owner(s) affected by the construction prior to beginning work. Any expense of utility repair or other damage due to Contractor's operations shall be borne by the Contractor. Protection of utilities shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

**NOTE: The Contractor is to include within his bid prices, the costs to protect, and/or support, all above ground, overhead and underground utilities, which may be in conflict with the construction of this proposed project.**

Attention is called to the Florida Underground Facility Damage Prevention and Safety Act defined in Florida Statute. This act provides for a "One Call Toll Free" telephone number to be used by all parties doing excavation, demolition or other underground construction.

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**SP-07 CONTRACT TIME:** Contract time will be set in in each work assignment. The Contractor specifically agrees that it will commence operations within a mutually agreed upon time following notification by the City to commence work and that all work to be performed under the provisions of this Contract. Notice to Proceed subject only to delays caused through no fault of the Contractor or acts of God. Time is of the essence in the performance of this Contract. The contract time includes up to fourteen (14) calendar days for City and/or City's Engineer of Record review of each submittal and resubmittal. There shall be no extension of time provided for modification and corrections or re-submittals to address deficiencies therein identified during the review by the City and/or City's Engineer of Record.

City shall provide the Contractor with a listing of items to be corrected or completed (punch list) after Substantial Completion is issued. The punch list will identify the remaining items that must be addressed to the satisfaction of the City by the Contractor to meet his/her obligations under the Contract. The Contractor shall complete all items on the punch lists to the satisfaction of the City prior to submittal of the application for final payment.

All extensions to the Contract time for permitted delays shall be by Change Order and signed by the City.

**SP-08 PROJECT COMPLETION:** Project final completion shall be defined as "the stage in the progress of the Work where the Work is complete in accordance with the Contract Documents so that the City can begin to utilize the Work for its intended use, all punch list items are complete, and the Contractor has completely demobilized from the project area." Completion time is listed in the work assignment.

**SP-09 LIQUIDATED DAMAGES:** Liquidated damages will be listed per work assignment. The work shall be completed within the contract time as required by SP-08 "PROJECT COMPLETION." The contract time shall include the preparation, submittal, review and approval of submittals, delivery of materials, and construction, assembly, adjustment and placement into service for beneficial use of all facilities covered under this Contract. The City of North Port shall issue a Notice of Completion when it has determined that the work identified in the contract has been completed per SP-08 "PROJECT COMPLETION."

The City and the Contractor hereby agree that time is of the essence on this Contract and the City will suffer damages if the work is not completed within the contract time as required by SP-07 "Contract Time". It is further recognized and agreed by the City and the Contractor that the determination of the exact value of the damages the City would suffer due to a delay in the Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the City and the Contractor that it is in their mutual interest to establish a figure of **FOUR HUNDRED AND TWO DOLLARS (\$402)** as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the City for each calendar day that Completion is delayed beyond the Contract Time. It is mutually agreed by the City and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by the City as the result of delay in the Completion of the work.

For all contracts, regardless of whether the contract time is stipulated in calendar days or working days, the City will count default days in calendar days. If the Contractor or, in case of his default, the surety fails to complete the work within the time stipulated in the Contract, or within such extra time that the City may have granted the Contractor or, in case of his default, the surety shall pay to the City, not as a penalty, but as liquidated damages, in the amount of **FOUR HUNDRED AND TWO DOLLARS \$402** per calendar day in which work is not completed.

The City has the right to apply, as payment on such liquidated damages, any money the City owes the Contractor.

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The City does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

In the case of default of the Contract and the completion of the work by the City, the Contractor and his surety are liable for the liquidated damages under the Contract, but the City will not charge liquidated damages for any delay in the final completion of the City's performance of the work due to any unreasonable action or delay on the part of the City.

The City considers the Contract complete when the Contractor has completed all work and the City has accepted the work. The City will then release the Contractor from further obligation except as set forth in his bond.

**SP-10 DAMAGES:** Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

**SP-11 CONTINUOUS PROSECUTION OF WORK:** The Contractor shall continuously prosecute the work in accordance with the Contract Documents. Upon written direction from the City, the Contractor shall remove any personnel for the duration of the Contract, who fails to comply with the Contract Documents.

Once commencing the project, the operation must be continuously prosecuted during normal hours to its completion. At no time, shall the Contractor suspend work, for any reason for more than seven (7) calendar days, excluding delays granted for inclement weather. Should the Contractor fail to perform any work on the project for three (3) or more work days, the Contractor shall submit a written request to the City, no less than twenty-four (24) hours in advance of the restart of work, to allow the City to schedule the required inspection personnel. No work may restart, prior to the expiration of the twenty-four (24) hour notice without the City's approval.

Correction of safety concerns will be given priority and shall be corrected as soon as practicable, but not later than 24 hours after discovery by the City and notification to the Contractor. Failure to comply with these Provisions and/or Technical Specifications shall result in the Contractor being considered in default and subject to suspension of this contract.

**SP-12 SAFETY AND PROTECTION:**

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- i. All employees on the work and other persons or organizations who may be affected thereby.
  - ii. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site.
- B. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation or replacement in the course of construction. Contractor shall comply with all applicable Laws



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and Regulations of any public body having jurisdiction for the safety of person or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

- C. All personnel working within the City's right-of-way shall at all times wear City approved safety vests, including personnel who may only briefly be out of their vehicle (i.e., supervisors, truck drivers).
- D. No open excavations are allowed on the project. Any pipe installation shall be backfilled properly the same day of work on such pipe area to allow safe passing of pedestrians and vehicles. The Contractor shall immediately remove any personnel who fail to conform to this requirement.
- E. Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the contractor's superintendent unless otherwise designated in writing by Contractor to City.

**SP-13 CHANGES IN THE WORK:** The City, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work will be an **amendment to the contract** and shall require approval by the City Manager prior to prosecution of the additional work. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Contract. In giving instructions, the City shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City; and no claim for an addition to the Contract sum shall be valid, unless ordered.

**Contingency:** An amount added to an estimate to allow for items, conditions, or events for which the state, occurrence, or effect is uncertain and that experience shows will likely result, in aggregate, in additional costs. All contingency items will require approval from the Purchasing Manager or designee, the Finance Director and City Manager prior to any work being performed.

Value of any such extra work or change shall be determined in one or more of the following ways:

1. By estimate and acceptance in a lumpsum.
2. By unit prices named in the contract or subsequently agreed upon.
3. By cost and percentage or by cost and a fixed fee.
4. By Change order executed by CityManager
5. By Contingency Authorization (executed by City Manager).

If none of the previous methods are agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case, he shall keep amendment in such form as the City may direct, a correct amount of the net cost of labor and materials, together with vouchers. The City shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made.

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**SP-14 AVAILABILITY OF LANDS:** Work is planned to occur within City rights of way or existing utility easements. Work is not planned to occur within FDOT rights of way. The Contractor will not need to obtain a right of way use permit(s) from the City of North Port for this project.

**SP-15 COORDINATION OF THE SPECIFICATIONS:** Where conflicts between the City of North Port General Provisions, Special Provisions, Technical Specifications and Construction Plans, references, should they exist, it is the responsibility of the bidding Contractor to bring those conflicts to the attention of the Purchasing Agent prior to the bid date. After bids, have been received, the Contractor will be held to the most stringent requirement.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications. If the Contractor discovers such an error or omission, he shall immediately notify the City. The City will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

**SP-16 CONSTRUCTION PERMITS, If applicable:** The Contractor shall be responsible for obtaining and complying with all permit requirements of the Department of Health Permit. Pressure testing the system shall be paid for by the Contractor. Permits and licenses necessary for the prosecution of the work shall be secured by the Contractor.

**SP-17 NOTICE-OF-INTENT (NOI):** If necessary, the Contractor for the project shall submit a Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, along with the permit fee with the Florida Department of Environmental Protection.

**SP-18 CONTRACTOR'S UNDERSTANDING:** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the conformation of the ground, the character, quality, and quantity of materials to be encountered, the character of equipment and facilities needed prior to and during prosecution of the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of this Contract, shall affect or modify the terms or obligations herein contained.

**SP-19 ERRORS OR OMISSIONS IN PERMITS, PLANS OR SPECIFICATIONS:** The Bidder shall take no advantage of any apparent error or omission, which may be discovered in the Permits, Plans or Specifications but shall forthwith notify the City Representative of such discovery, who will then make such correction and interpretations as deemed necessary for reflecting the actual spirit and intent of the Permits and Specifications.

**SP-20 ROAD/LANE CLOSURE:** No road closures are allowed. A lane closure request must be submitted in writing five (5) business days in advance of the requested lane closure. The time and length of closure(s) shall be approved by the City of North Port. The Contractor shall provide a Maintenance of Traffic (MOT) Plan for the requested lane closure(s) for review and approval by the City of North Port.

**SP-21 MAINTENANCE OF TRAFFIC:** The Contractor shall be responsible for all maintenance of traffic and obtaining approval of a Maintenance of Traffic (MOT) Plan from the City for work within the ROW of any City Road. The Contractor shall maintain traffic at all times during construction.

**SP-22 DEWATERING:** The Contractor shall request approval from the City of North Port Project Manager

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before applying for a permit from the Southwest Florida Water Management District for dewatering. The Contractor pays the fees associated for obtaining this permit.

**SP-23 PRIVATE PROPERTY:** The Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner. It shall be the Contractor's responsibility to obtain these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the City. In the event that the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner or provided the necessary agreement to the City, the City will direct the Contractor in writing to immediately cease using such property.

Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the City has issued written notification to the Contractor, that each owner is satisfied with the manner in which the Contractor has restored the property. Final payment or reduction in retainage shall not be paid until such documentation is received by the City.

Any areas, outside of the rights-of-way or easements that are impacted or damaged by the Contractor's activities shall be repaired at the Contractor's expense to the property owner's satisfaction. Restoration of impacted areas shall be equal to or better than original condition and to the satisfaction of the property owner. The Contractor shall be responsible to secure written approval of the restoration of the property from the property owner and submitting a copy to the City prior to requesting Substantial Completion. The City shall not release retainage to the Contractor until such time as the approvals are submitted by the Contractor.

**SP-24 RESIDENTS CONCERNS:** During the work of this Contract, residents may contact the City to question the progress of the work or express concerns regarding the work. These concerns are responded to by City's Utilities Department, but normally the Contractor will have more detailed information on the actual scheduling of the work or corrective measures required. Therefore, the Contractor will provide a telephone number and email address where City's Utilities Department can fax or email inquiries. The Contractor shall respond to these inquiries within two (2) business days detailing how the inquiry will be addressed and the time frame the Contractor will take in addressing this inquiry. City's Utilities Department will maintain a log of inquiries, which will be reviewed at each progress meeting.

**SP-25 TESTING:** Any and all testing requirements born out of, but not limited to contract requirements and permits, for the installation of utility piping, including but not limited to, pressure testing, will be included in the Contractor's bid price. Testing shall include all utilities installed as part of the work of these Contract Documents. Testing will be arranged in advance with an independent testing firm (also included in the bid price) for the testing of concrete and compaction. The City requests to be notified three (3) business days in advance of any test in order to have a City representative and the Engineer of Record, if required, present. Where less time for notice is specified in the specifications or plans, this special provision shall prevail.

**SP-26 MISCELLANEOUS ITEMS:** Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified

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for the major component of which the miscellaneous items or accessory is an essential part, and shall be approved by the City's Engineer of Record before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

**SP-27 SOURCES OF WATER FOR TESTING, CLEANING, AND OTHER CONSTRUCTION PURPOSES:** Pipe pressure and flow testing and flushing may be done with potable water. If potable water is required for the Work of this Contract, all Contractors' connection(s) to the City potable water supply shall allow the City to meter the amount of water used. All potable water connections shall include a reduced pressure zone backflow preventer. The Contractor is responsible for obtaining meter(s), backflow preventers, and associated appurtenances, and paying all appropriate fees/deposits. Contractor shall not use any potable water until meter and backflow preventer are installed. The Contractor will set up an account with the City and will be billed at the City's normal rates for actual potable water used. Any fees/deposits due back to the Contractor will be returned after the project is completed and the meter is removed.

**SP-28 PRE-INSTALLATION VIDEO:** No construction shall take place prior to the City's acceptance of the Pre-Installation Video. The video shall thoroughly capture the intended work area as outlined in the Contract Documents. The Pre-Installation Video will be used to protect all parties involved in the project.

**SP-29 PERIODIC CLEAN UP AND RESTORATION:** During construction, the Contractor shall regularly remove from site and properly dispose of all accumulated debris and surplus material of any kind that result from their operations. The Contractor shall remove unsightly mounds of earth, large stones, boulders, and debris so the site presents a neat appearance. Burial of construction debris is not permitted. Unused tools and equipment shall be stored at the Contractor's yard or base of operations for the project. When the contract work involves ROWs, private property, roadways, private driveways or access roads, easements and sidewalks, and any site work that may impede pedestrian or vehicular traffic while the installation work is in progress, the Contractor shall backfill, grade, compact, and otherwise restore the area to the basic condition which existed prior to work in order to allow vehicular and pedestrian use. All areas should be restored to their original design grade to facilitate drainage.

**SP-30 MAINTENANCE OF FLOW:** It is the Contractor's responsibility to maintain the flow of the existing potable water, wastewater force mains, sanitary sewers, plant headworks with bypass pumping as needed and lift stations during the construction. Maintenance of flow is considered incidental to the work and shall be done at no additional cost to the City.

**SP--31 CITY RIGHT-OF-WAY RESTORATION:** The ROW restoration includes all procedures to restore the ROW to a condition equal to or better than the original condition to the satisfaction of the City. The Contractor shall be responsible for restoration of items including but not limited to existing structures, stabilized roads, and ground areas damaged during construction.

During installation of new utilities, the Contractor shall maintain, an undisturbed existing buffer strip of ground cover measuring a minimum of one foot (1') in width from the edge-of- pavement (EOP) in order to minimize potential erosion along the pavement edge. The Contractor shall be responsible for all costs to restore this buffer strip if disturbed during construction.

**SP--32 LABOR, MATERIALS AND EQUIPMENT:** The Contractor will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract

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Documents. He will at all times maintain good discipline and order at the site.

The Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

**SP-33 MATERIALS, EQUIPMENT, PRODUCTS, AND SUBSTITUTIONS:** Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the Contractor. The Contractor shall submit to the City a list of proposed materials, equipment or products, together with such samples as may be necessary of him to determine their acceptability and obtain his approval. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the City.

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

No substitute shall be ordered or installed without the written approval of the City who shall be the judge of equality.

Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alteration, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the Contractor.

No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is

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retained by the Seller. The Contractor warrants that he has good title to all materials and supplies used by him in the Work.

**SP-34 USE OF PREMISES:** The Contractor shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of City, and shall not unnecessarily encumber any part of the site.

Contractor shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

Contractor shall enforce City's instructions in connection with signs, advertisements, fires and smoking.

Contractor shall arrange and cooperate with City in routing and parking of automobiles of his employees, Subcontractors and other personnel, and in routing material delivery truck and other vehicles to the Project site.

**SP--35 SURVEY:** All survey monuments and benchmarks that may be disturbed during construction shall be referenced and replaced by the Contractor. All monuments and benchmarks disturbed or destroyed by the Contractor or any of his forces through accident or negligence shall be replaced by a Florida Licensed Professional Land Surveyor at the Contractor's expense.

**SP-36 MANUFACTURER'S LITERATURE:** Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

**SP-37 BRAND NAMES:** Brand names where used in the technical specifications, are intended to denote the standard of quality and performance required of the particular material or product. The term "equal" or "equivalent", when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use and capable of performing the same function, in the opinion of the City's Engineer of Record, as the material or product so specified. The City's Engineer of Record must approve proposed equal items before they are purchased or incorporated in the Work.

**SP-38 RECORD DRAWINGS:** The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. Record Drawings shall list all equipment removed from existing facilities. These shall be available to the City, City's Representative, City's Engineer of Record, and to the State of Florida Department of Environmental Protection (FDEP), and shall be delivered by him to the City upon completion of the Project. It shall be used for this purpose only. Final payment will not be made until receipt and approval by the City of Record Drawings.

**SP-39 RECORD DRAWINGS CERTIFICATION:** The certification statement shall be as follows:

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"I hereby certify that the as-built location information of the water and/or wastewater facilities shown on these drawings conforms to the Minimum Technical Standards for Land Surveying in the State of Florida, chapter 5J-17.052 (Florida Administrative Code), as adopted by the Department of Agriculture and Consumer Services, Division of Consumer Services, Board of Professional Surveyors and Mappers in 2010, and that said as-builts are true and correct to the best of my knowledge and belief as surveyed under my direction."

**SP-40 COMPLETION OF THE PROJECT:** The Completion of the project shall be accomplished and finalized prior to submittal of the application for final payment by the Contractor. The City shall determine the date of completion for the project when at the minimum, the following are met as well as all other conditions defined in the Contract Documents:

- All punch list items have been addressed to the satisfaction of the City;
- All testing has been completed and results are satisfactory (including but not limited to Pipe Pressure Test, Concrete, and Compaction Tests);
- Record Drawing requirements have been accepted and approved by the City and all other governmental agencies, if applicable;
- All associated equipment and facilities necessary for the reliable operation of the project are complete in accordance with contract requirements; and,
- All release of liens have been submitted and are satisfactory to the City, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

**SP-41 STORED MATERIALS:** Payment for stored materials will be made in accordance with Section 3.2 Storage of Materials of the General Provisions.

**SP-42 PAYMENT ADJUSTMENT:** The following will apply: This Contract will *not* provide for fuel or other payment adjustments due to increase in material costs during the life of the contract.

**SP-43 TERMINOLOGY:** Throughout the Contract Documents, references to City or Owner shall, where appropriate, refer to the City of North Port, a municipal corporation of the State of Florida. References to Utilities Department and North Port Utilities refer to the City of North Port's Utilities Department and are used interchangeably. References to Engineer or "Resident Project Representative" may, where appropriate, refer to either the City's Engineer of Record for the Project, which is TKW, or to the City's Utilities Engineering Manager.

The terms General Conditions and General Provisions are used interchangeably in the Contract Documents. The terms Special Conditions and Special Provisions are used interchangeably in the Contract Documents.

The term "Contract Documents" is used interchangeably with "Agreement."

**SP-44 WORK HOURS:** The Contractor shall conduct work between 7 A.M. and 3:30 P.M. Monday through Friday, which is defined as regular work hours. The Contractor shall not conduct work on Saturdays, Sundays, legal holidays or holidays observed by the City. Work conducted outside of the regular work hours and days shall be permitted only with written permission from the City. Any additional cost incurred by North Port Utilities and/or the Engineer of Record for work outside these hours will be paid by the

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Contractor.

**SP-45 NOTIFICATIONS OF 48 HOURS:** Wherever the technical specifications or plans indicate a minimum of 48 hours' notice to Owner/City or Engineer, this special provision shall prevail dictating a minimum of three (3) business days' notice to Owner/City or Engineer.

**SP-46 QUALIFICATIONS/REFERENCES:** Contractor shall submit a minimum of four (4) recent (within the past five (5) years) references of projects that meet the Qualifications in Section 336084 Cure in Place Pipe Lining Starting on Page 204 of the Technical Specifications. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The City reserves the right to contact references. Bidder is referred to MINIMUM QUALIFICATIONS AND REFERENCE FORM included later herein.

**SP-47 LICENSE(s) REQUIREMENT:** Certified General Contractor OR Certified Underground Utilities Contractor.

**SP-48 CITY'S STATUS:** The City shall examine and inspect the work to assure compliance with the requirements of these Contract Documents. The City shall determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications. The City has the authority as follows:

1. To stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.
2. To reject all work which does not conform to the Contract.
3. To resolve questions which arise in the execution of the work.
4. To stop work whenever materials or shop drawings have not been approved prior to placement.

**SP--49 CRITERIA FOR AWARD:**

The purpose of this solicitation is to award an annual purchasing agreement to one or more Bidders based on line item Bid Prices who fulfills all criteria and specifications with consideration to favorable references and whose evaluation by the City indicates that the award will be in the best interest of the City. Work Assignments will be issued from this agreement. No equity of work assignments is guaranteed or implied.

The City reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract.

**SP-50 WORK ASSIGNMENTS**

Work Assignment size may vary. No guarantee is expressed or implied as to the quantity of services.

All requests for changes to the resulting Agreement shall be made in writing and are subject to approval by the appropriate level of City authority.

All change orders, including no-cost change orders, to Work Assignments require approval by City Manager, at a minimum. Some change orders will require Commission approval.

An understanding and agreement, by and between the Consultant and the City, that the completion time will be as specified in approved work assignments and that all work shall be prosecuted regularly, diligently,



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and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Scope of Services.

END OF EXHIBIT A SCOPE OF SERVICES

EXHIBIT B  
City of North Port Utilities Technical Specifications

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END OF SECTION

## SECTION 011000

### SUMMARY OF WORK

#### PART 1 - GENERAL

##### 1.1 LOCATION OF WORK

- A. All of the Work of this Contract is located in easements, rights-of-way, or on property owned by the City of North Port.

##### 1.2 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment, tools, services, fuel, power, water, shop drawings and incidentals to complete construction of all of the work in good faith for the fulfillment of the contract in strict conformance with the contract documents. All materials shall be furnished by the Contractor unless otherwise specified within the contract documents.
- B. The Contractor shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Plans shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not. Materials shall be furnished by the Contractor unless otherwise specified within the contract documents.
- D. The Contractor shall comply with all municipal, county, state, federal, and other codes which are applicable to the proposed construction work.
- E. The Contractor shall perform the work for providing construction services in accordance with the Inflow and Infiltration (I/I) rehabilitation of sanitary sewers and manholes. The City intends to select one or more Contractors to establish three (3) year contracts for as-needed I/I rehabilitation services that the City can use based on planned inspections of the City's sanitary sewer system. The types of rehabilitation work anticipated include sewer line cleaning, gravity sewer smoke testing, manhole rehabilitation, manhole lining systems, cured-in-

place pipe lining and spot repairs, and grouting lateral connections. Contractors do not need to bid on all items.

- F. The Contractor is responsible for field measurement and review of existing conditions prior to submitting bid. This shall be performed during the mandatory pre-bid site visit. No additional site visits prior to bid will be allowed.

### 1.3 SUMMARY OF WORK

- A. Furnish all labor, materials, equipment and incidentals required for providing construction services in accordance with the Inflow and Infiltration (I/I) rehabilitation of sanitary sewers and manholes for the City of North Port. Materials shall be furnished by the Contractor unless otherwise specified within the contract documents.
- B. The Work includes, but is not necessarily limited to, the following:

Providing construction services in accordance with the Inflow and Infiltration (I/I) rehabilitation of sanitary sewers and manholes. The City intends to select one or more Contractors to establish three (3) year contracts for as-needed I/I rehabilitation services that the City can use based on planned inspections of the City's sanitary sewer system. The types of rehabilitation work anticipated include sewer line cleaning, gravity sewer smoke testing, manhole rehabilitation (which includes post-rehabilitation CCTV inspection), manhole lining systems, cured-in-place pipe lining and spot repairs, and grouting lateral connections.

### 1.4 WORK SEQUENCE

- A. All work to be done under this contract shall be done with minimum inconvenience to the public and the existing systems. The Contractor shall coordinate his work with the City and Engineer such that the existing facilities are maintained in operation at all times, or provide a bypass to divert the flow during the construction.
- B. The Contractor shall submit a working schedule detailing the order in which the Contractor proposes to perform the Work. The working schedule shall be submitted at the preconstruction meeting and comply with the requirements of Section II – General Provisions.
  1. The Contractor's schedule shall allow sufficient time for the City to review necessary submittals. The schedule shall allow a minimum of two (2) weeks for the City to review and comment on any submittal.
  2. The Contractor's schedule shall take into consideration the performance of construction efforts to include the periods between 7:00 AM and 3:30 PM on weekdays. No work shall occur on weekends, legal holidays, or

on weekdays between the hours of 3:30 PM and 7:00 AM without prior written authorization from the City. City holidays are:

- a. New Year's Day: January 1
  - b. Martin Luther King, Jr., Day: 3rd Monday in January
  - c. President's Day: 3rd Monday in February
  - d. Memorial Day (observed): Last Monday in May
  - e. Independence Day: July 4
  - f. Labor Day: 1st Monday in September
  - g. Columbus Day: 2nd Monday in October
  - h. Veterans Day: November 11
  - i. Thanksgiving Day: 4th Thursday in November
  - j. Day after Thanksgiving: Friday after 4th Thursday in November
  - k. Christmas Eve: December 24
  - l. Christmas Day: December 25
3. The general sequence of work is listed below.
- a. Maintenance of Traffic (MOT) plan submittal.
  - b. Shop drawing submittal and review.
  - c. Mobilization of equipment and personnel to the site.
  - d. Construction of Inflow and Infiltration (I/I) rehabilitation of sanitary sewers and manholes.
  - e. Completion of final connections to existing mains.
  - f. Submittal of as-built drawings.
  - g. Complete site restoration.
4. The Contractor's schedule shall be reviewed and approved by the City prior to beginning construction. Any subsequent changes in the sequencing of work shall be made only after a revised schedule is

submitted by the Contractor and approved by the City.

## 1.5 SUBSTANTIAL COMPLETION

- A. The work, or any separable parts thereof, identified herein shall be deemed substantially completed at such time that all incidental requirements necessary to enable the City to continuously and successfully utilize the work or separable part thereof, for the purposes of which it is intended are completed.
- B. The contract times of substantial completion for the work shall be as identified in the Contract/Agreement.

## 1.6 CONSTRUCTION AREAS

- A. Work areas shall be limited by the property limits and easements shown on the Plans.
- B. Contractor shall limit his use of the construction areas for work and for storage, to allow for:
  - 1. Work by other contractors
  - 2. City use
- C. Coordinate use of work site with City.
- D. Assume full responsibility for the protection and safekeeping of products under this contract, stored on the site. Assume full responsibility for adequacy of the materials and equipment.
- E. The Contractor shall coordinate the work of all subcontractors.

## 1.7 PLANS AND SPECIFICATIONS

- A. Specifications
  - 1. The Technical Specifications consist of three parts: General, Products, and Execution. The General Section contains General Requirements which govern the work. Products and Execution modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent
  - 1. All work called for in the Specifications applicable to this contract, but not shown on the Plans in their present form, or vice versa, shall be of like

effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.
3. The inclusion of the General Requirements (or work specified elsewhere) in the General part of the Specifications is only for the convenience of the Contractor and shall not be interpreted as a complete list of related Specification Sections.

#### 1.8 NOISE ABATEMENT

- A. This Project shall be executed in accordance with all Noise Ordinances of the City of North Port. All equipment and machinery shall be equipped with exhaust mufflers maintained in good working order to reduce operation noise to minimum levels. Operation of equipment and machinery will be limited to the hours between 7:00 AM and 3:30 PM during regular work days, unless permission is granted in advance by the City based on a critical need for the operation.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION



## SECTION 011050

### GENERAL REQUIREMENTS

#### PART 1 - GENERAL

##### 1.1 SCOPE

###### A. Description

1. The work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all work included in this Contract. The summary of the work is presented in Section 011000.

###### B. Work Included

1. The Contractor shall furnish all labor, superintendence, quality control, materials, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and other means of construction necessary or proper for performing and completing the work. He shall obtain and pay for all required permits except permits to be provided by City as specified in Section 016500. He shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the City, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work at his own cost, risk, and as approved by the City.
2. The cost of incidental work described in these General Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.
3. The Contractor shall provide and maintain tools, and equipment as may be necessary, at the direction of the City, to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials and equipment, prior approval of the City notwithstanding.

4. The Contractor shall remove, demolish and dispose of all equipment, piping, asphalt, rock and appurtenances as shown on the Plans and required to complete the work. No additional payment will be made for additional demolition or disposal work, not specifically specified on the plans as required, to complete the work.
5. The Contractor shall perform all work in accordance with applicable local, state, and federal codes and regulations.

C. Public Utility Installations and Structures

1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the City, other governmental bodies or privately owned, used to provide gas, electricity, telephone, sewerage, drainage, water or other public or private property which may be affected by the work shall be deemed included hereunder.
2. The Contract Documents contain data relative to existing public or private utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition and extent of all such installations and structures as may be encountered and as may affect the construction operations.
3. The Contractor shall protect all public or private utility installations and structures from damage during the work. Access across any buried installation or structure shall be made only in such locations and by means approved by the Utility Owner. The Contractor shall so arrange his operations as to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing utilities damaged by the Contractor which are shown on the Plans or have been located in the field by the utility shall be repaired by the Contractor, at his expense, as directed by the Utility Owner. No separate payment shall be made for such protection or repairs to public utility installations or structures.
4. Public utility installations or structures owned or controlled by the City or other governmental body which are shown on the Plans to be removed, relocated, replaced or rebuilt by the Contractor shall be considered as a part of the general cost of doing the work and shall be included in the prices bid for the various contract items. No separate payment shall be made therefor.
5. Where public utility installations or structures owned or controlled by the

City or other governmental body are encountered during the course of the work, and are not indicated on the Plans or in the Specifications or have been located in the field by the utility, and when, at the direction of the City, removal, relocation, replacement or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction, or such work may be approved, in writing by the City, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the Contractor, it will be in accordance with the General Conditions. Damage to any utilities, whether shown on the Plans or not, which, in the opinion of the City, is caused by carelessness on the part of the Contractor shall be repaired at the Contractor's expense. Any delays ensuing from this damage will be considered inexcusable.

6. All City and other governmental utility departments and other owners of public utilities which may be affected by the work will be informed in writing by the Contractor within two weeks after the execution of the Contract or Contracts covering the work. Such notice will set out, in general, and direct attention to the responsibilities of the City and other governmental utility departments and other owners of public utilities for such installations and structures as may be affected by the work and will be accompanied by one set of Plans and Specifications covering the work under such Contract or Contracts.
7. In addition to the general notice given, the Contractor shall give written notice to City and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least one (1) week in advance of breaking ground in any area or on any unit of the work. This can be accomplished by making the appropriate contact with the Sunshine 811.
8. The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the utility owner at no additional cost.
9. Contractor to perform daily watering and use street sweepers daily to monitor and control dust during construction. Contractor to perform daily cleanup of entire project area and with no trash or debris left behind.

## 1.2 PLANS AND SPECIFICATIONS

### A. Plans

1. The Plans referred to in the Contract Documents bear the general project name and number as shown in the Notice to Bidders (Advertisement).
2. When obtaining data and information from the Plans, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small scale drawings.

B. Copies Furnished to Contractor

1. After the Contract has been executed, the Contractor will be furnished with an electronic copy of the contract documents. Hard/paper copies of the Plans and Specifications, when requested, may be furnished to the Contractor at cost of production.
2. The Contractor shall furnish each of the subcontractors, manufacturers, and material suppliers such copies of the Contract Documents as may be required for their work.

C. Supplementary Drawings

1. When, in the opinion of the City or Engineer, it becomes necessary to explain more fully the work to be done or to illustrate the work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer and electronic copies thereof will be given to the Contractor.

D. Contractor to Check Plans and Data

1. Contractor shall verify all dimensions, quantities and details shown on the Plans, Supplementary Drawings, Schedules, Specifications or other data received from the Engineer or City, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein as soon as found and in a timely manner. Contractor shall get his own geotechnical information if he/she deems it necessary. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the City, should such errors or omissions be discovered.
2. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete or final. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

### 1.3 MATERIALS AND EQUIPMENT

#### A. Manufacturers

1. No manufacturer will be approved for any materials to be furnished under this Contract unless he shall be of good reputation and have a plant of ample capacity. He shall, upon the request of the City, be required to submit evidence that he has manufactured a similar product to the one specified and that it has been previously used for a like purpose for a sufficient length of time to demonstrate its satisfactory performance.
2. All communications with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request, in writing to the City, that the Manufacturer or subcontractor deal directly with the City. Any such communications shall not in any way release the Contractor from his full responsibility under this Contract.

#### B. Delivery, Storage and Handling

1. The Contractor shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work to complete the work within the allotted time. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any other contractor, subcontractor or the City.
2. The Contractor shall deliver materials and equipment in Manufacturer's original unopened and undamaged containers with legible labeling. Materials and equipment shall be stored in such a manner as to prevent damage from environment and construction operations. Handling shall be in accordance with Manufacturer's requirements.
3. The Contractor shall store materials and equipment removed from the existing sanitary sewer, potable water & stormwater system in onsite locations designated by the City. Materials and equipment shall be stored in such a manner as to prevent damage from environment and construction operations. Handling shall be in accordance with Manufacturer's requirements.

#### C. Tools and Accessories

1. Contractor shall have the Manufacturer, unless otherwise stated in the Contract Documents, furnish with each type, kind or size of equipment, one complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain or repair the equipment. Special tools are defined as any tools specifically manufactured for use with the Manufacturer's equipment. Such tools and appliances shall be furnished in approved painted steel cases,

properly labeled and equipped with good grade cylinder locks and duplicate keys.

2. Spare parts shall be furnished by the Contractor when specified in individual specification sections.
3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the Manufacturer's name, year of manufacture, serial number, weight and principal rating data.

D. Installation of Equipment

1. The Contractor shall have on hand proper equipment and machinery of ample capacity to facilitate the work and to handle all emergencies normally encountered in work of this character.
2. Equipment shall be erected in a neat and workmanlike manner on the foundations at the locations and elevations shown on the Plans, unless approved otherwise by the City or Engineer during installation. All equipment shall be correctly aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary connections can be made readily between the various units.
3. The Contractor shall furnish, install and protect all necessary anchor and attachment bolts and all other appurtenances needed for the installation of the devices included in the equipment specified. Anchor bolts shall be as approved by the City or Engineer and made of ample size and strength for the purpose intended. Substantial templates and working drawings for installation shall be furnished.
4. The Contractor shall, at his own expense, furnish all materials and labor for, and shall properly bed in non shrink grout, each piece of equipment on its supporting base that rests on masonry foundations. Grout shall completely fill the space between the equipment base and the foundation. All metal surfaces coming in contact with concrete or grout shall be coated.

E. Service of Manufacturer's Engineer

1. The Contract prices for materials and equipment furnished under this Contract shall include the cost of furnishing a competent and experienced Engineer or Superintendent (as required by equipment specifications sections) who shall represent the Manufacturer and shall assist the Contractor, when required, to install, adjust, test and place in operation the equipment in conformity with the Contract Documents. Prior to placing the equipment in operation, such Engineer or

Superintendent shall make all adjustments and tests required and specified by the City or Engineer to prove that such equipment is properly installed and in satisfactory operating condition, and shall instruct such personnel as may be designated by the City or Engineer in the proper operation and maintenance of such equipment. The Contractor shall provide O&M Manuals as applicable to the project.

#### 1.4 INSPECTION AND TESTING

##### A. General

1. Inspection and testing of materials will be performed by the Contractor unless otherwise specified.
2. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Certified electronic copies of the reports shall be submitted and authoritative certification thereof must be furnished to the City as a prerequisite for the acceptance of any material or equipment.
3. If, in the making of any test of any material or equipment, it is ascertained by the City that the material or equipment does not comply with the Contract, the Contractor will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the City.
4. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with recognized test codes of the ANSI, ASME, or the IEEE, or as stated herein. The most stringent test will be used in case of any discrepancy.
5. The Contractor shall be fully responsible for the proper operation of equipment during tests and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the City formally takes over the operation thereof.

##### B. Costs

1. The costs of inspection and testing of materials furnished under this Contract shall be borne by the Contractor, unless otherwise expressly specified.
2. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the

Contractor and such costs shall be deemed to be included in the Contract price.

3. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the City for compliance. The Contractor shall reimburse the City for the expenditures incurred in making such tests on materials and equipment which are rejected for non-compliance.

C. Preliminary Field Tests of Equipment

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make preliminary field tests of equipment. If the preliminary field tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to the acceptance tests, make all changes, adjustments and replacements required. The furnishing Contractor shall assist in the preliminary field tests as applicable.

D. Final Field Tests

1. Upon completion of the work and prior to final payment, all equipment and piping installed under this Contract shall be subjected to acceptance tests as specified or required to prove compliance with the Contract Documents.
2. The Contractor shall furnish labor, fuel, energy, water and all other materials, equipment and instruments necessary for all acceptance tests, at no additional cost to the City. The Furnishing Supplier shall assist in the final field tests as applicable.

1.5 TEMPORARY STRUCTURES

A. Responsibility for Temporary Structures

1. In accepting the Contract, the Contractor assumes full responsibility for the sufficiency and safety of all temporary structures or work and for any damage which may result from their failure or their improper construction, maintenance or operation and will indemnify and save harmless the City, and City's Sub-consultants from all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provisions.

B. Temporary Fences

1. If, during the course of the work, it is necessary to remove or disturb any



fence or part thereof, the Contractor shall, at his own expense, if so approved by the City, provide a suitable temporary fence which shall be maintained until the permanent fence is replaced at the Contractor's cost and risk. The City shall approve the material to replace the permanent fence.

1.6 SAFETY

A. Accident Prevention

1. The Contractor shall be solely responsible for the condition of the project site, including safety of all persons and property during performance of the Work in accordance with the Contract Documents. Precautions shall be exercised for the protection of person and property. The safety provisions of applicable laws, building and construction codes shall be observed. The Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91 596), and under Section 107 of the contract Work Hours and Safety Standards Act (PL 54), except where state and local safety standards exceed the federal requirements and except where state safety standards have been approved by the Secretary of Labor in accordance with provisions of the Occupational Safety and Health Act, shall be complied with.

B. First Aid

1. The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times when people are employed on the work.

1.7 LINES AND GRADES

A. Grade

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Plans, or as approved by the City. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

B. Safeguarding Marks

1. The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, bear the cost of reestablishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes and marks.

2. The Contractor shall safeguard all existing and known property corners, monuments and marks adjacent to but not related to the work and, if required, shall bear the cost of reestablishing them if disturbed or destroyed.
3. Stationing needs to be maintained at all times.

## 1.8 ADJACENT STRUCTURES AND LANDSCAPING

### A. Responsibility

1. The Contractor shall also be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work, except as specifically described in the Plans and Specifications. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the work, whether or not shown on the Plans, and the removal, relocation and reconstruction of such items called for on the Plans or specified shall be included in the various Contract Items and no separate payments will be made therefor. Where such public and private property, structures of any kind and appurtenances thereto are not shown on the Plans and when, in the opinion to avoid interference with the work, payment therefor will be made as provided for in the General Conditions.
2. Contractor is expressly advised that the protection of buildings, structures, tunnels, tanks, pipelines, etc. and related work adjacent and in the vicinity of his operations, wherever they may be, is solely his responsibility. Conditional inspection of buildings or structures in the immediate vicinity of the project which may reasonably be expected to be affected by the Work shall be performed by and be the responsibility of the Contractor.
3. Contractor shall, before starting operations, make an examination of the interior and exterior of the adjacent structures, buildings, facilities, etc., and record by notes, measurements, photographs, etc., conditions which might be aggravated by open excavation and construction. Repairs or replacement of all conditions disturbed by the construction shall be made to the satisfaction of the City. This does not preclude the Contractor of conforming to the requirements of the insurance underwriters. Copies of surveys, photographs, reports, etc., shall be submitted to the City.
4. Prior to the beginning of any excavations, the Contractor shall advise the Engineer and City of all buildings or structures on which he intends to perform work or which performance of the project work will affect.

B. Protection of Trees

1. All trees and shrubs within the limits of clearing which are to be preserved shall be adequately protected by the Contractor in accordance with City of North Port regulations. No excavated materials shall be placed within the dripline of any tree or shrub, so as to injure such trees or shrubs. Trees or shrubs destroyed by negligence of the Contractor or his employees shall be replaced in accordance with City of North Port regulations by him with new stock of similar size and age, at proper season and at the sole expense of the Contractor, and maintained until established.

C. Restoration of Fences

1. Unless otherwise shown on the Drawings, any fence, or part thereof, that is damaged or removed during the course of the work shall be replaced or repaired by the Contractor and shall be left in as good a condition as before the starting of the work. The manner in which the fence is repaired or replaced and the materials used in such work shall be subject to the approval of the City. The cost of all labor, materials, equipment, and work for the replacement or repair of any fence shall be deemed included in the appropriate Contract Item or items, or if no specific Item is provided therefore, as part of the overhead cost of the work, and no additional payment will be made therefore. Private fences removed from within the Right-of-Way shall be replaced as described above at the Right-of-Way line.

1.9 PROTECTION OF WORK AND PUBLIC

A. Barriers and Lights

1. During the prosecution of the work, the Contractor shall put up and maintain at all times such barriers and lights as will effectually prevent accidents. The Contractor shall provide suitable barricades, lights, "danger" or "caution" signs at all places where the work causes obstructions or constitutes in any way a hazard to the plant personnel in accordance with state and local requirements.

B. Smoke Prevention

1. A strict compliance with ordinances regulating the production and emission of smoke will be required. No open fires will be permitted.

C. Noise

1. The Contractor shall eliminate noise to as great an extent as practicable

at all times. Air compressing plants shall be equipped with silencers and the exhaust of all gasoline motors or other power equipment shall be provided with mufflers. The Contractor shall strictly observe all local regulations and ordinances covering noise control.

2. Except in the event of an emergency, work shall be done within the regular working hours specified in the General and Supplementary Conditions. If the proper and efficient prosecution of the work requires operations during the night, the written permission of the City shall be obtained before starting such items of the work.
3. Methods, Equipment, and Materials Description Plan: Prior to mobilization, the Contractor shall submit detailed description of methods, equipment, and materials to be used for the project.
4. Descriptions of equipment shall include Manufacturers' specifications, calibrations, appropriate drawing, photographs, and descriptions of any modifications since manufacture. This plan shall also include the Contractor's means for complying with all local noise ordinances and project specific noise requirements, including sound attenuation as necessary (City of North Port Administrative Code, Chapter 46, Article II, Division 2). The Contractor will not be allowed to mobilize until the Engineer and City approve the plan.
5. Once equipment is mobilized to the site and prior to start of work, the Contractor will be responsible for establishing a noise recording device at the closest property line to monitor noise levels and confirm that the noise levels established for the project are not exceeded. A copy of the noise ordinance is attached.

D. Access to Public Services

1. Neither the materials excavated nor the materials or plants used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves or manholes, or access required by emergency vehicles and/or personnel. During the project access to residences and mailboxes shall be maintained at all times, deliveries and medical supplies etc. shall not be obstructed.

E. Dust Prevention

1. The Contractor shall prevent dust nuisance from his operations or from traffic by keeping the roads and/or construction areas sprinkled with water at all times.

1.10 CUTTING AND PATCHING

- A. The Contractor shall do all cutting, fitting or patching of his portion of the work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the City and in accordance with the Plans and Specifications. The work must be done by competent workmen skilled in the trade required by the restoration.

#### 1.11 CLEANING

##### A. During Construction

1. During construction of the work, the Contractor shall keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the City, such material, debris, or rubbish constitutes a nuisance or is objectionable.
2. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefor develops.
3. The Contractor shall be responsible and liable for all spillage and incur all associated costs including, but not limited to, costs related to repair and maintenance resulting from damages thereof.

##### B. Final Cleaning

1. At the conclusion of the work, all erection plant, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.
2. The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver such materials and equipment undamaged in a bright, clean, polished and new operating condition.

#### 1.12 MISCELLANEOUS

##### A. Handling of Salty Water, Drilling Fluids and Drill Cutting

1. Due precautions should be taken to prevent spills; any spillage of fluids shall be returned to the closed circulation system.
2. In the event of any incidents occurring during construction activities (e.g. on-site spills, large volumes of circulation losses, etc.) the Contractor shall inform the City within one (1) hour so that the FDEP and other applicable agencies may be notified.

B. Protection of Waters

1. The Contractor shall properly dispose of all surplus material, including soil, in accordance with Local, State and Federal regulations. Under no circumstances shall surplus material be disposed of in waters as defined by the Florida Department of Environmental Protection, Southwest Florida Water Management District, Environmental Protection Commission, or United States Army Corps of Engineers.

C. Existing Facilities

1. The work shall be so conducted to maintain existing facilities in operation insofar as is possible. Requirements and schedules of operations for maintaining existing facilities in service during construction shall be as described in these Specifications.

D. Use of Chemicals

1. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA, NSF or USDA.

E. Cooperation with Other Contractors and Forces

1. During progress of work under this Contract, it may be necessary for other contractors and persons employed by the City to work in or about the site. The City reserves the right to put such other contractors to work and to afford such access to the site of the work to be performed hereunder at such times as the City deems proper. The Contractor shall not impede or interfere with the work of such other contractors engaged in or about the work and shall so arrange and conduct his work that such other contractors may complete their work at the earliest date possible. Contractor shall allow access through the project site by other contractors employed by the City.

F. Temporary Utilities

1. Where water is required, purchase it from the City. A meter will be installed on a fire hydrant, location to be determined by the Contractor and coordinated with the City. The Contractor shall pay all fees and water usage charges.
2. Light and Power: Provide without additional cost to the City temporary lighting and power facilities required for the proper construction and inspection of the Work. If, in the City's opinion, these facilities are inadequate, do NOT proceed with any portion of the Work affected

thereby. Maintain temporary lighting and power until the Work is accepted.

3. Sanitary Facilities: Provide sufficient sanitary facilities for construction personnel. Prohibit and prevent nuisances on the site of the Work or on adjoining property. Discharge any employee who violates this rule. Abide by all environmental regulations or laws applicable to the Work.

G. Valves

1. City will operate all valves for shutdowns (including emergency shut downs) for the duration of the project. Contractor must provide a schedule for valve operation and shut downs a minimum of ten (10) days prior to the request for the isolation and/or shut down.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

## SECTION 01110

### ENVIRONMENTAL PROTECTION PROCUEDURES

#### PART 1 - GENERAL

##### 1.1 SCOPE

- A. Furnish all labor, materials and equipment and perform all work required for the prevention of environmental pollution in conformance with applicable laws and regulations, during and as the result of inspection, rehabilitation and/or construction operations under this Contract. For the purpose of this Section, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species; or degrade the utility of the environment for aesthetic and/or recreational purposes.
- B. The control of environmental pollution requires consideration of air, water and land, and involves management of noise and solid waste, as well as other pollutants.
- C. Schedule and conduct all work in a manner that will minimize the erosion of soils in the area of the work. Provide erosion control measures such as diversion channels, sedimentation or filtration systems, berms, staked hay bales, seeding, mulching or other special surface treatments as are required to prevent silting and muddying of streams, rivers, impoundments, lakes, etc. All erosion control measures shall be in place in an area prior to construction activity in that area.
- D. This Section is intended to ensure that construction is achieved with a minimum of disturbance to the existing ecological balance between a water resource and its surroundings. These are general guidelines. It is the Contractor's responsibility to determine the specific construction techniques to meet these guidelines.
- E. All phases of sedimentation and erosion control shall comply with and be subject to the approval of the Southwest Florida Water Management District, the Florida Department of Environmental Protection and the City of North Port. Prepare sedimentation and erosion control drawings meeting the requirements for approval by these agencies. Upon approval, furnish two copies of the approved Drawing to the Engineer and/or City.

##### 1.2 APPLICABLE REGUATIONS



- A. Comply with all applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement.

### 1.3 NOTIFICATIONS

- A. The Engineer and/or City will notify the Contractor in writing of any non-compliance with the foregoing provisions or of any environmentally objectionable acts and corrective action to be taken. State or local agencies responsible for verification of certain aspects of the environmental protection requirements shall notify the Contractor in writing, through the Engineer or City, of any non-compliance with State or local requirements. After receipt of such notice from the Engineer, City or from the regulatory agency through the Engineer, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the City may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

### 1.4 IMPLEMENTATION

- A. Prior to commencement of the work, meet with the Engineer and/or City to develop mutual understandings relative to compliance with these provisions and administration of the environmental pollution control program.
- B. Remove temporary environmental control features, when approved by the Engineer and/or City and incorporate permanent control features into the project at the earliest practicable time.

## PART 2 – PRODUCTS (NOT USED)

## PART 3 – EXECUTION

### 3.1 EROSION CONTROL

- A. Provide positive means of erosion control such as shallow ditches around construction to carry off surface water. Erosion control measures, such as siltation basins, hay check dams, mulching, jute netting and other equivalent techniques, shall be used as appropriate. Flow of surface water into excavated areas shall be prevented. Ditches around construction area shall also be used to carry away water resulting from dewatering of excavated areas. At the completion of the work, ditches shall be backfilled and the ground surface restored to original condition.

### 3.2 PROTECTION OF STREAMS AND OTHER SURFACE WATERS

- A. Take all precautions to prevent, or reduce to a minimum, any damage to any stream or surface water from pollution by debris, sediment or other material, or from the manipulation of equipment and/or materials in or near such streams. Water that has been used for washing or processing, that contains oils or sediments that will reduce the quality of the water in the stream, shall not be directly returned to the stream. Divert such waters through a settling basin or filter before being directed into streams or surface waters.
- B. Do not discharge water from dewatering operations directly into any live or intermittent stream, channel, wetlands, surface water or any storm sewer. Water from dewatering operations shall be treated by filtration, settling basins, or other approved method to reduce the amount of sediment contained in the water to allowable levels.
- C. Take all preventative measures to avoid spillage of petroleum products and other pollutants. In the event of any spillage, prompt remedial action shall be taken in accordance with a contingency action approved by the Florida Department of Environmental Protection.

### 3.3 PROTECTION OF LAND RESOURCES

- A. Restore land resources within the project boundaries and outside the limits of permanent work to a condition, after completion of construction that will appear to be natural and not detract from the appearance of the project. Confine all construction activities to areas shown on the Drawings.
- B. Outside of areas requiring earthwork for the construction of the new facilities, do not deface, injure, or destroy trees or shrubs, nor remove or cut them without prior approval. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the Engineer and/or City. Where such special emergency use is permitted, first wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The Contractor shall in any event be responsible for any damage resulting from such use.
- C. Before beginning operations near them, protect trees that may possibly be defaced, bruised, injured, or otherwise damaged by the construction equipment, dumping or other operations, by placing boards, planks, or poles around them. Monuments and markers shall be protected similarly.
- D. Trees or other landscape features scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to their original condition. The Engineer and/or City will decide the method of restoration to be

used and whether damaged trees shall be treated and healed or removed and disposed of.

1. All scars made on trees by equipment, construction operations, or by the removal of limbs larger than one (1") inch in diameter shall be coated as soon as possible with an approved tree wound dressing. All trimming or pruning shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes will not be permitted.
2. Climbing ropes shall be used where necessary for safety. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the Contractor and are beyond saving in the opinion of the Engineer and/or City, shall be immediately removed and replaced.

E. The locations of the Contractor's storage and other construction buildings required temporarily in the performance of the work, shall be cleared portions of the job site or areas to be cleared as shown on the Drawings and approved by the Engineer and shall not be within wetlands or floodplains. The preservation of the landscape shall be an imperative consideration in the selection of all sites and in the construction of buildings. Drawings showing storage facilities shall be submitted for approval of the Engineer and/or City.

F. If the Contractor proposes to construct temporary roads or embankments and excavations for plant and/or work areas, they shall submit the following for approval at least ten days prior to scheduled start of such temporary work.

1. A layout of all temporary roads, excavations, embankments and drainage to be constructed within the work area.
2. Details of temporary road construction.
3. Drawings and cross sections of proposed embankments and their foundations, including a description of proposed materials.
4. A landscaping drawing showing the proposed restoration of the area. Indicate the proposed removal of any trees and shrubs outside the limits of existing clearing area. Indicate locations of guard posts or barriers required to control vehicular traffic and protect trees and shrubs to be maintained undamaged. The Drawing shall provide for the obliteration of construction scars as such and shall provide for a natural appearing final condition of the area. Modification of the Contractor's approved drawings shall be made only with the written approval of the Engineer. No unauthorized road construction, excavation or

embankment construction including disposal areas will be permitted.

- G. Remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess of waste materials, or any other vestiges of construction as directed by the Engineer and/or City. It is anticipated that excavation, filling and plowing of roadways will be required to restore the area to near natural conditions which will permit the growth of vegetation thereon. The disturbed areas shall be prepared and seeded as described in Section 321030, or as approved by the Engineer and/or City.
- H. All debris and excess material will be disposed of outside wetland or floodplain areas in an environmentally sound manner.

### 3.4 PROTECTION OF AIR QUALITY

- A. Burning - The use of burning at the project site for the disposal of refuse and debris will not be permitted.
- B. Dust Control - Maintain all excavations, embankment, stockpiles, access roads, plant sites, waste areas, borrow areas and all other work areas within or without the project boundaries free from dust which could cause the standards for air pollution to be exceeded and which would cause a hazard or nuisance to others.
- C. An approved method of stabilization consisting of sprinkling or other similar methods will be permitted to control dust. The use of petroleum products is prohibited.
- D. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor shall have sufficient competent equipment on the job to accomplish this. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs, as determined by the Engineer and/or City.

### 3.5 NOISE CONTROL

- A. Make every effort to minimize noises caused by the construction operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with Federal and State regulations.

### 3.6 MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

- A. Maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

END OF SECTION

## SECTION 012000

### MEASUREMENT AND PAYMENT

#### PART 1 - GENERAL

##### 1.1 EXPLANATION AND DEFINITIONS

- A. The following explanation of Measurement and Payment for the bid form items is made for information and guidance. The omission of reference to any item in this description shall not, however, alter the intent of the bid form or relieve the Contractor of the necessity of furnishing such as a part of the contract at no additional cost.

##### 1.2 MEASUREMENT

- A. The quantities set forth in the bid form are approximate and are given to establish a uniform basis for the comparison of bids. The City reserves the right to increase or decrease the quantity of any class or portion of the work during the progress of construction in accord with the terms of the Contract.
- B. No separate payment will be made for mobilization. Mobilization is considered incidental to other work to be performed in the Work Assignment and the costs shall be included in those identified bid items as shown on the Bid Form.

##### 1.3 PAYMENT

- A. Payment shall be made for the items listed on the Bid Form on the basis of the work actually performed, completed, and accepted by the City, such Work including but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, cleanup, restoration of disturbed areas, and all other appurtenances to complete the construction and installation of the Work as shown on the Plans and described in these Technical Specifications.
- B. Unit prices are used as a means of computing the final figures for bid and Contract purposes, for periodic payments for Work performed, for determining value of additions or deletions, and wherever else reasonable.
- C. No separate payment will be made for mobilization. Mobilization is considered incidental to other work to be performed in the Work

Assignment and the costs shall be included in those identified bid items as shown on the Bid Form.

D. Monthly payments shall be subject to retainage as stated in the Contract.

#### 1.4 MEASUREMENT FOR PAYMENT

A. Methods for Measurement: Units for measurement shall be:

1. Each (EA).
2. Linear Feet (LF).
3. Lump Sum (LS).
4. Square Feet (SF).
5. Square Yards (SY).

B. Unit Price Contracts/Items:

1. Linear Feet (LF) shall be measured along the horizontal length of the centerline of the installed material, unless otherwise specified. Pipe shall be measured along the centerline of the length of the completed pipeline, regardless of the type of joint required, without deduction for the length of valves or fittings. Pipe included within the limits of lump sum items will not be measured.
2. Square Feet (SF) and Square Yards (SY) shall be measured as the amount of the material installed within the limits shown and specified in the Plans and these Technical Specifications. Slope angles and elevations shall be measured using land surveying equipment. The Contractor shall provide supporting documentation (i.e., drawings, delivery tickets, invoices, survey calculations, etc.) to verify the actual quantity installed.

#### PART 2 – PRODUCTS (NOT USED)

#### PART 3 – EXECUTION

##### 3.1 GENERAL

A. Payment shall be made on the basis of Work actually performed completing each item in the Bid Form, such Work including, but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, cleanup, and all other appurtenances to complete the construction and installation of the work to the configuration and extent as shown on the Construction Plans and described in these Technical Specifications.

- B. Water used for flushing, pressure testing, and other activities shall be provided through a metered jumper. The cost of the City meter, fee for water used, and the necessary piping and appurtenances shall be included in the unit price for the Item in which the water is being used for.
- C. No payment will be made for work outside the scope of work performed prior to approval of a change order.
- D. No separate payment will be made for the following items that are applicable to the scope of this project, and the cost of such Work shall be included in the applicable Bid Items:
1. Submittals.
  2. Obtaining and maintaining areas for storage and staging.
  3. Furnishing, installing, and maintaining erosion control and other environmental protection measures.
  4. Dust control.
  5. Clearing and grubbing.
  6. Removal and replacement of all obstructions located in the path of the work including but not limited to signs, fences, trees, ornamental vegetation, landscaping structures, sidewalk, curbing, culverts, storm sewers, etc., unless paid for under a separate bid item.
  7. Stripping and stockpiling topsoil.
  8. Holding/staying utility poles to facilitate construction.
  9. Necessary pavement/slab removal, including but not limited to saw cutting and removing the entire thickness of the pavement/slab.
  10. Replacement or restoration of paved or unpaved roadways and grass and shrubbery plots outside of established pay limits.
  11. Restoration of shell and crushed stone drives unless paid for under a separate bid item.
  12. Replacement or restoration of curbing, gutter, sidewalk, and site restoration of any areas damaged during construction activities.
  13. Grading.
  14. Sodding.
  15. Removing/hauling and disposing of waste material due to construction.
  16. Cleanup.
  17. Maintaining the existing quality of service during construction.
  18. Utility notification and location and exploratory excavations for locating existing utilities.
  19. Protection of existing utilities during construction.
  20. Repair of existing utilities damage during construction.
  21. Repair of utility service connections (including but not limited to sanitary sewer house laterals; potable water service lines; reclaimed water service lines; electric, cable, and telephone service lines) damaged during construction.
  22. Repair of irrigation systems damaged during construction.



23. Repair and/or cleaning of storm sewers, inlets, and catch basins damaged or filled with sediment during construction.
24. Providing the services of an independent testing laboratory for materials and compaction testing.
25. Providing the services of a professional land surveyor, licensed in the State of Florida, to establish horizontal and vertical control, layout the work, and assist with the preparation of as-built drawings.
26. Complying with permit requirements, including submitting notifications, reporting, and closeout documentation.
27. As-built drawings.
28. Noise suppression measures.
29. Removing, relocating, and resetting existing street signage to facilitate construction.
30. Removing, relocating, and resetting mailboxes to facilitate construction.
31. Protection existing landscaping during construction.
32. Repairing and/or replacing existing landscaping damaged or repaired during construction.
33. Warranties.
34. All other appurtenant work as required for a complete and operable system.

3.2 BID ITEMS

See the bid form.

END OF SECTION

## SECTION 012100

### EXCAVATION – SUNSHINE 811

#### PART 1 - GENERAL

##### 1.1 REQUIREMENTS INCLUDED

- A. The Contractor shall comply with all regulations and laws concerning excavation, demolition, and use of explosives in any public way, public utility company right-of-way or easement, or privately-owned land under which any public utility company maintains facilities.

##### 1.2 REQUIREMENTS

- A. Utility Underground Plant Damage Prevention Authority: Sunshine State One Call (Sunshine 811) is the Utility Underground Plant Damage Prevention Authority in Florida.

1. The Contractor shall be aware that not all utilities are members of Sunshine State One Call.

- B. The telephone number for Sunshine State One Call is 811 or 800-432-4770.

- C. The Contractor shall notify Sunshine State One Call of contemplated excavation, demolition, and use of explosives in public or private ways and in any utility company right of way or easement.

- D. The Contractor shall also notify all non-members of Sunshine State One Call of contemplated excavation, demolition, and use of explosives in public or private ways and in any utility company right of way or easement.

- E. Notification of Sunshine State One Call and non-members of Sunshine State One Call shall be made at least two full business days prior to the work for regular dig sites (10 full business days when digging underwater). Utilities contacted are required to respond to the notice within two business days for regular dig sites (10 business days for underwater sites) from the time said notice is received by designating at the specified site the location of pipes, mains, wires, or conduits.

- F. The Contractor shall not commence Work until all utilities have responded as noted above. The Work shall then be performed in such a manner and with reasonable precautions taken to protect the locate

marks through the project and avoid damage to utilities under the surface in said areas of Work.

- G. Any deviations that affect the Work shall be reported to the City and Engineer.
- H. A Sunshine State One Call ticket is valid for 30 calendar days.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

## SECTION 012500

### SUBSTITUTIONS AND PRODUCT OPTIONS

#### PART 1 - GENERAL

##### 1.1 REQUIREMENTS INCLUDED

- A. Furnish and install products specified, under options and conditions for substitutions stated in this Section.
- B. Whenever a product, material or item of equipment is specified or described by using the name of a proprietary product or the name of a particular manufacturer or vendor, followed by the phrase "or equal," the specific item mentioned shall be the basis upon which bids are to be prepared, and shall be understood as establishing the type, function, dimension, appearance and quality desired. Other manufacturer's or vendor's products not named will be considered as substitutions, provided the required information is submitted in the manner set forth in this Section and provided the substitution will not require substantial revision to the Contract Documents.

##### 1.2 RELATED WORK

- A. Delivery Storage and Handling is included in Section 016610.

##### 1.3 SUBMITTAL OF LIST OF PROPOSED SUBSTITUTIONS

- A. Bidders shall submit their list of proposed substitutions and the proposed monetary changes associated therewith to the City together with their bids.

##### 1.4 CONTRACTOR'S OPTIONS

- A. Products shall be in accordance with City of North Port Utilities Standards Specifications and Approved Material List, unless otherwise specified for Products specified only by reference standard.
- B. For Products specified by naming several products or manufacturers, select any one of products and manufacturers named which complies with Specifications.
- C. For products specified by naming 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.

- D. For products specified by naming only one product and manufacturer, there is no option and no substitution will be allowed.

## 1.5 SUBSTITUTIONS

- A. In order for substitutions to be considered, the Contractor shall submit, within 30 days of issuance of Notice to Proceed, complete data as set forth herein to permit complete analysis of all proposed substitutions noted on his substitutions list. No substitution shall be considered unless the Contractor provides the required data in accordance with the requirements of this Section within the 30-day period, unless agreed in writing by City & Contractor. Substitutions must be as identified per the City of North Port Standard Approved Material List.

- B. Submit separate request for each substitution. Support each request with:

1. Complete data substantiating compliance of proposed substitution with requirements stated in 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.
    - 4) Operation and maintenance data.
  - c. Samples, as applicable.
  - d. Name and address of similar projects on which product has been used, and date of each installation.
2. Itemized comparison of the proposed substitution with product specified. List significant variations. Substitution shall not change design intent and shall perform equal to that specified.
3. Data relating to impact on construction schedule occasioned by the proposed substitution. Substitutions shall not allow delay of substantial completion.
4. Any effect of substitution on separate contracts.
5. List of changes required in other work or products.

6. Accurate cost data comparing proposed substitution with product specified.
  - a. Amount of any net change to Contract Sum.
7. Designation of required license fees or royalties.
8. Designation of availability of maintenance services, sources of replacement materials.

C. Substitutions will not be considered for acceptance when:

1. They are indicated or implied on shop drawings or product data submittals without a formal request from Contractor.
2. They are requested directly by a subcontractor or supplier.
3. Acceptance will require substantial revision of Contract Documents.

D. Requests for substitutions submitted more than 30 days after NTP will not be considered unless evidence is submitted to the City and Engineer that all of the following circumstances exist:

1. The specified product is unavailable for reasons beyond the control of the Contractor. Such reasons shall consist of strikes, bankruptcy, discontinuance of manufacturer, or acts of God.
2. The Contractor placed, or attempted to place, orders for the specified products within 10 days after Notice of Award.
3. Request for substitution is made in writing to the City within 10 days of the date on which the Contractor ascertains that he cannot obtain the item specified.
4. Complete data as set forth herein to permit complete analysis of the proposed substitution is submitted with the request.

E. The City's decision regarding evaluation of substitutions shall be considered final and binding. Requests for time extensions and additional costs based on submission of, acceptance of, or rejection of substitutions will not be allowed. All approved substitutions will be incorporated into the Agreement by Change Order.

## 1.6 CONTRACTOR'S REPRESENTATION

A. In making formal request for substitution, Contractor represents that:

1. He/she has investigated proposed product and has determined that it is equal to or superior in all respects to that specified.
2. He/she will provide same warranties or bonds for substitution as for product specified.
3. He/she 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.
5. He/she waives claims for additional costs caused by substitution which may subsequently become apparent.
6. Cost data is complete and includes related costs under his/her Contract, but not:
  - a. Costs under separate contracts.
  - b. City's costs for redesign or revision of Contract Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

## SECTION 012613

### REQUESTS FOR INFORMATION

#### PART 1 - GENERAL

##### 1.1 REQUIREMENTS INCLUDED

- A. This Section specifies the general methods and requirements of Requests for Information (RFIs).

##### 1.2 RELATED WORK

- A. Additional requirements may be specified in the General Conditions.
- B. Submittals are included in Section 013000.
- C. Project Record Documents are included in Section 017839.

##### 1.3 REQUESTS FOR INFORMATION

- A. When the Contractor believes that additional information or clarification of a contract requirement is needed, it may initiate a Request for Information
- B. RFIs may relate to Technical matters or Administrative matters. The RFI process shall be limited to the clarification of technical and/or administrative matters. While the response to an RFI might lead to a change in the contract scope, cost or time, RFIs are not a substitute to the notification requirements stipulated in the General Conditions.
- C. A response to an RFI may authorize minor changes to the contract consistent with the terms of the contract related to the responsibilities and limitations of authority of the City.
- D. A response to an RFI is not an authorization to perform any additional work that would require that change order or written amendment to the contract. If the Contractor believes the response to an RFI requires a change to the contract, Contractor shall promptly provide written notice to the City in accordance with the General Conditions.
- E. RFIs are not a substitute for the Submittals process specified elsewhere.

#### PART 2 – PRODUCTS (NOT USED)



## PART 3 – EXECUTION

### 3.1 ORIGINATION

- A. The Contactor shall originate RFIs.
1. RFIs numbering shall be sequential. In the event that an answered RFI results in a follow-up inquiry, the follow-up shall maintain the same number as the original, appended with a suffix.
  2. Include Specification Section(s), Drawing(s), or detail(s) for which information is requested.
  3. Attach drawings, sketches, photographs or other relevant information.
  4. If the question concerns an interpretation of the Contract Documents, enter the Contractor's interpretation.
  5. Indicate the date by which the Contractor requests a reply.
  6. Sign the appropriate portion of the form.
- B. RFIs may not be submitted by subcontractors or suppliers. When a subcontractor or supplier generates a request for information or clarification to the Contractor, the Contractor shall incorporate such requests into the required format.
- C. Contractor shall maintain a log of all RFIs including the date originated, date delivered, and date answered.

### 3.2 PROCESSING

- A. Contractor shall submit all RFIs to the City for processing via email. Engineer must be copied on RFI and the subject line must contain the project name and the letters "RFI".
- B. Technical RFIs will generally be reviewed and answered by the respective discipline Engineer or architect. The Engineer will forward the RFI response to the City and Contractor.
- C. Administrative RFIs will generally be reviewed and answered by the Engineer in consultation with the City. The Engineer will then forward the RFI response to the City and Contractor.
- D. The Engineer will generally respond to RFIs within seven calendar days of receipt – depending on the complexity of the inquiry.

### 3.3 RESPONSES

- A. If the RFI contains sufficient clarity, the Engineer will insert a response in the lower portion of the RFI form, sign and date the response; and, return the completed form to the City and Contractor.
- B. If the RFI does not contain sufficient clarity, the Engineer may request additional information, from the Contractor.
- C. Engineer will distribute copies to the City and project files.
- D. Engineer will maintain a log of all RFIs including the date received and date returned to Contractor.

### 3.4 RECORD INFORMATION

- A. Contractor shall include all clarifications obtained through the RFI process into the record information in accordance with Section 017839.

END OF SECTION

## SECTION 012663

### CHANGE ORDER PROCEDURES

#### PART 1 - GENERAL

##### 1.1 REQUIREMENTS INCLUDED

- A. The Contractor shall promptly implement change order procedures:
1. Provide full written data required to evaluate the time and associated costs of changes.
  2. Maintain detailed records of work done on a time-and-material basis.
  3. Provide full documentation to the City.

##### 1.2 DEFINITIONS

- A. Change Order: A written order that is issued to modify or amend a contract or purchase order, which directs the Contractor to make changes to the contract price, contract time, or contract scope. In reference to construction contracts, it relates primarily to changes caused by unanticipated conditions encountered during construction not covered in the Contract Documents for the project.

##### 1.3 PRELIMINARY PROCEDURES

- A. The City may initiate changes by submitting a proposal request to the Contractor. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress. Request will include:
1. Detailed description of the change, products, and location of the change in the project.
  2. Supplementary or revised Plans or Technical Specifications.
  3. The projected time span for making the change and whether overtime work is authorized.
  4. A specific period of time during which the requested price will be considered valid.
- B. The Contractor may initiate changes by submitting a written notice to

City, containing:

1. Description of the proposed changes.
2. Statement of the reason for making the changes.
3. Statement of the effect on the contract price and the contract time.
4. Statement of the effect on the work of subcontractors or other contractors.
5. Documentation supporting any change in contract price and/or contract time.

1.4 DOCUMENTATION OF PROPOSALS AND CLAIMS

A. For each item for which a unit price has not previously been established, provide a lump sum proposal with sufficient substantiating data including labor, materials, equipment, and overhead and profit to allow the City to evaluate the quotation.

B. On request, provide additional data to support time and cost computations:

1. Labor required.
2. Equipment required.
3. Products required.
  - a. Recommended source of purchase and unit cost.
  - b. Quantities required.
4. Insurance and bonds.
5. Credit for work deleted from Contract, similarly detailed and documented.
6. Overhead and profit.

a. The Contractor's fee for overhead and profit shall be limited to:

- i. Direct payroll costs: Fifteen percent (15%).
- ii. Materials and equipment incorporated into the work: Fifteen percent (15%).
- iii. Subcontractors: Five percent (5%).
- iv. Rentals of construction equipment and machinery: Zero percent (0%).
- v. Special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and

accountants): Zero percent (0%).

vi. Transportation and maintenance of materials, supplies, equipment, machinery, tools, appliances, office, and temporary facilities: Zero percent (0%).

vii. Utilities: Zero percent (0%).

viii. Bonds and Insurance: Zero percent (0%).

7. Justification for any change in Contract Time. Justification shall include a revised project schedule identifying the impact of the change.

C. Support each claim for additional costs, and for work done on a time-and-material basis, with documentation as required for a lump-sum proposal, plus additional information:

1. Name of the City's authorized agent who ordered the work, and date of the order.

2. Dates and times work was performed, and by whom.

3. Time record, summary of hours worked, and hourly rates paid (Certified Payroll).

4. Receipts and invoices for:

a. Equipment used, listing dates and times of use, and hourly rates.

b. Products used, listing of quantities and receipted bills.

c. Subcontractors billings and description of work performed.

## 1.5 PREPARATION OF CHANGE ORDERS

A. The City will prepare each Change Order utilizing backup prepared by the Contractor.

B. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised contract documents to define details of the change.

C. Change Order will provide an accounting of the adjustment in the contract price and/or contract time.

## 1.6 LUMP SUM OR FIXED PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. The City's proposal request and Contractor's responsive proposal as mutually agreed between the City and Contractor.

2. The Contractor's proposal for a change, as recommended by the City.

- B. The Contractor shall sign and date the Change Order to indicate agreement with the terms therein.
- C. The City will sign and date the Change Order as authorization for the Contractor to proceed with the changes.

1.7 UNIT PRICE CHANGE ORDERS

- A. Content of Change Orders will be based on, either:
  - 1. The City's definition of the scope of the required changes.
  - 2. The Contractor's proposal for a change, as recommended by City.
  - 3. Measurement of completed work.
- B. The amounts of the unit prices to be:
  - 1. Those stated in the Agreement.
  - 2. Those mutually agreed upon between the City and Contractor.

1.8 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. The Contractor shall revise the Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted contract price.
- B. The Contractor shall revise the Construction Schedule to reflect each change in Contract Time. Subcontractor schedules shall also be revised to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, the Contractor shall record pertinent changes in the as-built drawings.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

## SECTION 012973

### SCHEDULE OF VALUES

#### PART 1 - GENERAL

##### 1.1 REQUIREMENTS INCLUDED

- A. Procedures for preparation and submittal of schedule of values.

##### 1.2 FORMAT

- A. The cost breakdown shall generally be in the same format as the Technical Specifications, with major items of work listed individually and clearly correlated to bid items.
- B. The cost breakdown shall include separate cost for any testing, startup, and training as required.

##### 1.3 CONTENT

- A. List estimated installed value of each major item of Work and each subcontracted item of Work as a separate line item to serve as a basis for computing values for Progress Payments.
- B. For each major subcontract, list products and operations of that subcontract as separate line items.
- C. Coordinate listed items with Progress Schedule.
- D. For lump sum bid items, component listing shall each include a directly proportional amount of Contractor's overhead, profit, and bonds and insurance costs.
- E. For items on which payments will be requested for stored products, list sub-values for cost of stored products.
- F. The sum of values for all items associated with a bid item shall equal the total cost of the bid item. The sum of values listed shall equal total Contract Price.
- G. Unbalanced schedule of values will not be acceptable and, when discovered, will be returned for adjustment to reflect actual costs.
- H. Contractor to assist the City to develop the retired asset's value as

applicable to the project.

1.4 SUBSTANTIATING DATA

A. When the City or Engineer requires substantiating information, submit data justifying line items amounts in question. Only those line item amounts that the Contractor can justify to the satisfaction of the City and Engineer will be acceptable.

1.5 SUBMITTAL

A. Submit the preliminary schedule of values within 10 days of Notice to Proceed.

B. If activities are added or removed from the Contract, revise the schedule of values and resubmit.

C. No payment will be made to the Contractor prior to acceptance of the schedule of values by the City and Engineer.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION



## SECTION 012983

### APPLICATIONS FOR PAYMENT

#### PART 1 - GENERAL

##### 1.1 SCOPE OF WORK

- A. Submit Applications for Payment to the City in accordance with the schedule established by Conditions of the Contract and Agreement between City and the Contractor.
- B. The accepted Schedule of Values, Section 012973 shall be used as the basis for the Contractor's Application for Payment.

##### 1.2 FORMAT AND CONTENT

- A. Contractor's standard forms will be considered for approval by the City upon Contractor's request.
  - 1. The Schedule of Values shall provide a breakdown of the Contract value in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items as necessary. The total shall equal the Contract value.
  - 2. Show line items for indirect costs and margins on costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
    - a. Temporary facilities and items that are not direct cost of work-in-place may be shown as separate line items if bid in that manner.
  - 3. Update and resubmit the Schedule of Values when Change Orders change the Contract value.

##### 1.3 APPLICATION FOR PAYMENT

- A. Applications for Payment shall be consistent with previous applications and payments as certified and paid for by the City and/or Engineer.
- B. Payment Application Times: Pay periods shall run through month end, unless otherwise stated. The City and Engineer shall review draft application and provide comments/corrections to the Contractor within 7

days of receipt of draft application. The City shall issue payment to the Contractor in accordance with the Florida Prompt Payment Act.

- C. Payment Application Forms: Payment Application forms shall be prepared the Contractor and sent to the City for approval.
- D. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the Contractor. The City will return incomplete applications without action.
- E. Entries shall match data on the Schedule of Values and the Contractor's Progress Schedule. Use updated schedules if revisions were made.
- F. Include amounts of Change Orders issued prior to the last day of the construction period covered by the application.
- G. Monthly applications for payment shall be subject to retainage in accordance with the Prompt Payment Act and as stated in the Contract.

#### 1.4 TRANSMITTAL

- A. Submit certified electronic copies of each Application for Payment to the City within the timeframes set forth in Section 218.735 F.S. One copy shall be complete, including waivers of lien, updated project schedule, and surety company consent to progress payment.
  - 1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.

#### 1.5 INITIAL APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. List of principal suppliers and fabricators.
  - 3. Schedule of Values.
  - 4. Contractor's Progress Schedule (preliminary if not final).
  - 5. Submittal Schedule (preliminary if not final).
  - 6. List of Contractor's staff assignments.
  - 7. Copies of building permits (if applicable).

8. Copies of licenses from governing authorities.
9. Certificates of insurance and insurance policies.
10. Performance and payment bonds.

1.6 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for City occupancy of designated portions of the Work.

1. Administrative actions and submittals that shall precede or coincide with this application include the following:
  - a. Occupancy permits (if applicable).
  - b. Warranties and maintenance agreements.
  - c. Test/adjust/balance records.
  - d. Maintenance instructions.
  - e. Meter readings.
  - f. Changeover information related to City's occupancy.
  - g. Final cleaning.
  - h. Application for reduction of retainage and consent of surety.

1.7 FINAL PAYMENT APPLICATION

A. Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Refer and comply with City contract requirements.
  - a. Consent of Surety to Final Payment
  - b. Warranty
2. Letter / Certificate of Completed Demonstration from the Contractor.
3. Transmittal of Project construction records to the City.
4. Record drawings certified by the Contractor's Professional Surveyor.
5. Proof that taxes, fees and similar obligations were paid.
6. Removal of temporary facilities and services.

7. Change of gate locks to City's access (if applicable).

8. Final Release of Lien Form

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

## SECTION 013000

### Shop Drawings, Submittals and Samples

#### PART 1 - GENERAL

##### 1.1 REQUIREMENTS INCLUDED

A. Procedures for submittals.

B. The Contractor shall maintain an accurate, up-to-date submittal log. A copy of the Contractor's submittal log shall be submitted with each submittal. This log should include the following items:

1. Submittal description and number assigned.
2. Date submitted to City/Engineer.
3. Date returned from City/Engineer.
4. Status of Submittal (No Exceptions Taken, Reviewed as Modified, Revise and Resubmit, Not Reviewed/Rejected).
5. Date of Resubmittal and Return (as applicable).
6. Date material released (for fabrication or delivery, as applicable).
7. Projected date of fabrication (as applicable).
8. Projected date of delivery to site.
9. Projected date and required lead time so that product installation does not delay contact.
10. Status of O&M manuals submitted (as applicable).

##### 1.2 SHOP DRAWINGS

A. Present in a clear and thorough manner. Title each drawing with Project name and number; identify each element of drawings by reference to Technical Specification Section and Paragraph, sheet number, detail, etc. Use and complete a transmittal form for each submittal. Failure to use a transmittal form will result in submittals being returned without review.

- B. Identify field dimensions. Show relation to adjacent or critical features, Work, or products.
- C. Shop drawings and submittals shall be transmitted electronically to the City and Engineer.

### 1.3 PRODUCT DATA

- A. Submit only pages which are pertinent. Mark each copy of standard printed data to identify pertinent products, referenced to Technical Specification Section number. Show reference standards, performance characteristics, and capacities; component parts; finishes; dimensions; required clearances; etc.; to show compliance with the Plans and Technical Specifications.
- B. Provide Material Safety Data Sheets required by OSHA for all chemicals to be supplied under this Contract.
- C. Submittals made without the required transmittal form that clearly identifies the respective Technical Specification Section number for which the submittal is being made will be returned without review. It is the Contractor's responsibility to make clearly identified submittals.
- D. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.
- E. Provide manufacturer's preparation, assembly, delivery, storage, installation, startup, adjusting, and finishing instructions.

### 1.4 SAMPLES

- A. Submit full range of manufacturer's standard finishes, except when more restrictive requirements are specified, indicating colors, textures, and patterns, for the City's selection.
- B. Submit samples to illustrate functional characteristics of products, including parts and attachments.
- C. Acceptable samples which may be used in the Work are indicated in the individual Technical Specification Section for the product or material.
- D. Label each sample with identification required for transmittal letter.
- E. Provide field samples of finishes for Project, at location acceptable to the City, as required by individual Technical Specification Sections. Install

each sample complete and finished. Acceptable finishes in place may be retained in completed work.

- F. Those provisions of Paragraph 1.3 of this Section that relate to submittal identification and completeness are applicable for sample submittal.

#### 1.5 CONTRACTOR REVIEW

- A. Review submittals prior to transmittal. Determine and verify field measurements, field construction criteria, manufacturer's catalog numbers, and conformance of submittal with requirements of the Contract Documents.
- B. Coordinate submittals with requirements of the Work and Contract Documents.
- C. Sign and date each sheet of shop drawings and product data, and each sample label to certify compliance with requirements of the Contract Documents. Notify the City in writing at time of submittal of any deviations from requirements of the Contract Documents.
- D. Do not purchase, fabricate, or ship products or begin work that requires submittals until return of submittal that the City and/or Engineer has reviewed.
- E. The Contractor shall check and verify all field measurements and shall be responsible for prompt submission of all shop and working drawings so there shall be no delay in the Work.
- F. The Contractor shall be responsible for the delays and/or additional expenses that result from the Contractor's failure to submit a complete submittal and/or to identify portions of the submittal that do not conform to the Technical Specifications.

#### 1.6 SUBMITTAL REQUIREMENTS

- A. Shop drawings and product data submittals shall be prepared and transmitted electronically in PDF format unless otherwise specified.
- B. Use a transmittal form for submittals to the City. Identify Project by title and number. Identify work and product by Technical Specification Section and Paragraph number.
- C. Submittals shall be made in accordance with the Progress Schedule and in such sequence to avoid delay in the Work.
- D. Apply Contractor's electronic stamp, signed certifying to review,

verification of products, field dimensions and field construction criteria, and coordination of information with requirements of the Work and Contract Documents.

E. Group submittals as listed in Paragraph 3.1. For submittals which are necessary but not listed in Paragraph 3.1, coordinate submittals into logical groupings to facilitate interrelation of the several items:

1. Finishes that involve the City's selection of colors, textures, or patterns.
2. Associated items that require correlation for efficient function or for installation.

F. Submit number of samples required by individual Technical Specification Sections (where applicable).

#### 1.7 RESUBMITTALS

A. Contractor shall make resubmittals under procedures specified for initial submittals. Changes made since previous submittal shall be identified.

B. Resubmittals shall supersede initial submittals.

#### 1.8 CITY/ENGINEER REVIEW

A. Responses to thorough, clear, complete submittals will be provided to the Contractor with reasonable promptness (approximately two (2) weeks).

B. Submittals reviewed will be returned electronically stamped.

C. Incomplete, vague, non-stamped, and otherwise unacceptable submittals will be returned unreviewed.

#### 1.9 DISTRIBUTION

A. The Contractor shall duplicate and distribute reproductions of shop drawings, copies of product data, and samples that bear the City's stamp to the job site file, the Record Documents file, subcontractors, suppliers, other affected contractors, and other entities requiring information.

#### 1.10 SCHEDULE OF SUBMITTALS

A. Shop drawings, product data, and sample submittals shall be made in a timely and logical fashion taking into account work scheduling and job progress.



- B. It is the Contractor's responsibility to prepare, coordinate, and review all submittals prior to delivery to the City and Engineer. The City and/or Engineer will review each thorough, clear, complete submittal and resubmittals as applicable.

1.11 REVIEW QUALIFICATION

- A. Regardless of corrections made or acceptance of such drawings by the City, the Contractor shall nevertheless be responsible for the accuracy of such drawings, their conformity to the Contract Documents, and suitability for the Work.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 CONTRACTOR SUBMITTALS

- A. The following submittals shall be required from the Contractor. Additional submittals shall be provided for items on the bid form and items that are part of the installation of the bid items on the bid form.

SUBMITTAL	REQUIREMENTS	REFERENCE
Schedule of Values	Submit within 10 days of Notice to Proceed	Supplemental Technical Specifications Section 012973
Preliminary Progress Schedule	Submit prior to mobilizing equipment or material to the site.	Supplemental Technical Specifications Section 013200
Revised Progress Schedules	Submit with each pay request; accompany with a narrative report.	Supplemental Technical Specifications Section 013200
Warranties and Bonds	Submit one (1) binder within 10 days of Final Completion and prior to final application for payment.	Supplemental Technical Specifications Section 017836
Record Documents	Submit all project record documents and samples at Contract closeout.	Supplemental Technical Specifications Section 017839
Color Audio-Video Preconstruction Record	Submit three (3) complete DVDs accompanied by hard copy electronic media site recordings logs prior to mobilizing equipment or materials to the site	Supplemental Technical Specifications Section 018050

\*\*\*\*\*Additional submittals shall be provided for items on the bid form and items that are part of the installation of the bid items.

END OF SECTION

SECTION 013119  
PROJECT MEETINGS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. The City shall schedule a pre-construction meeting, periodic progress meetings and specially called meetings throughout the progress of the work.

1.2 RELATED REQUIREMENTS

- A. Construction Progress Schedules are included in Section 013200.
- B. Shop Drawings, Submittals and Samples are included in Section 013000.
- C. Project Record Documents are included in Section 017839.

1.3 QUALIFICATIONS OF MEETING PARTICIPANTS

- A. Representatives of entities participating in meetings shall be qualified and authorized to act on behalf of the entity each represents.

1.4 PRE-CONSTRUCTION MEETINGS

- A. Preconstruction meeting should be scheduled no later than 20 days after date of Notice of Award.
- B. Location: North Port City Hall: 4790 City Hall Blvd, North Port, FL 34286
- C. Attendance
1. City's representatives
  2. City's professional consultants
  3. Contractor's Superintendent
  4. Major Subcontractors
  5. Major suppliers
  6. Utilities
  7. Others as appropriate
- D. Suggested agenda and topics of discussion to include but are not limited to:

1. Distribution and discussion of the Contractor's list of major subcontractors and suppliers and the projected Construction Schedule.
2. Critical work sequencing.
3. Major equipment deliveries and priorities.
4. Project Coordination including the designation of responsible personnel.
5. Procedures and processing of requests for information, submittals, change orders, and Applications for Payment.
6. Procedures for maintaining Record Documents.
7. Staging and storage areas.
8. Temporary utilities.
9. Housekeeping procedures.

#### 1.5 PROGRESS MEETINGS

- A. General: Progress meetings shall be conducted as necessary and as determined by the City, Engineer and the Contractor. The frequency and location of these meetings may be altered upon the agreement of the City and Contractor.
- B. The City shall make physical arrangements for the meetings. The City or Engineer shall prepare agendas, notify each anticipated participant, preside at the meetings, record minutes, and distribute copies of the minutes within seven (7) days of meeting to participants and interested parties.
- C. Attendance: Contractor's superintendent, representatives of the City, the Engineer, subcontractors who are or are proximate to be actively involved in the Work, and others who are necessary to the agenda are required. Representatives of other utilities when the Work affects their interests shall be invited.
- D. The Contractor shall submit at each meeting:
  1. Construction schedule, regardless whether revisions have been made.
  2. A written projected schedule for the next two weeks.
  3. Written claims for additional compensation.

4. Written claims for rain days to extend the Contract.
5. Results of all testing and Value Engineering Proposals as applicable.

E. Tentative Agenda:

1. Review of Work progress and schedule.
  - a. Actual start and finish dates of completed activities since last progress meeting.
  - b. Durations and progress of activities not completed.
  - c. Subcontractors' progress.
  - d. Percentage of completion of items on Pay Request.
  - e. Delivery schedules.
  - f. Revisions to Schedule: Shall include reasons for required revisions and their effect on Contract Time and Contract Price.

1.4 PRE-INSTALLATION MEETINGS

- A. General: The Contractor shall meet with manufacturers and/or installers (as appropriate and applicable to the nature of the project) of major units of construction that require coordination between the Contractor, the City, subcontractors, or others. Major units of construction that require pre-installation meetings include:
1. Piping tie-ins.
  2. Any work requiring a shutdown or other interruptions.
  3. Horizontal directional drills.
- B. Meetings shall be conducted at the North Port Utilities Office located at 6644 West Price Blvd., North Port, FL 34291, or other mutually agreed upon place.
- C. The Contractor shall schedule meetings at least seven (7) days in advance of installation. The Contractor shall prepare and distribute to each anticipated participant a written notice and agenda at least four (4) days before the meeting. The Contractor shall preside at the meetings, record minutes, and distribute copies of the minute within seven (7) days of meeting to participants and interested parties.
- D. Attendance: Contractor's superintendent, appropriate manufacturers and/or installers of major units of constructions, affected subcontractors, and others affected. The City and Engineer shall be invited.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

## SECTION 013200

### PROGRESS SCHEDULES

#### PART 1 - GENERAL

##### 1.1 REQUIREMENTS INCLUDED

- A. Procedures for preparation and submittal of construction Progress Schedules and periodic updating using a Critical Path Method Schedule.
- B. A separate schedule of submittal dates for shop drawings, product data and samples, and dates reviewed submittals will be required by the City.
- C. Construction under this contract must be coordinated with the City's personnel and accomplished in a logical order to maintain existing facilities and to allow construction to be completed within the time allowed by Contract Documents.

##### 1.2 FORMAT

- A. Prepare schedules as a horizontal bar chart or network with separate bar or node for each major portion of Work or operation, identifying first work day of each week and identifying each portion of the Work that is critical to timely project completion.
- B. Sequence of Listings: The chronological order of the start of each item of Work.
- C. Scale and Spacing: Provide space for notations and revisions.
- D. Sheet Size: 11 inches x 17 inches maximum. Electronic copies are preferred.

##### 1.3 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
  - 1. At a minimum, each bid item from the Bid Form shall be included as an activity or an explanation why a bid item is not included as an activity.
  - 2. Include arrows showing the dependencies between tasks.

3. Include the duration for each activity.

4. Indicate the total float.

- B. Identify each item by major Technical Specification Section number.
- C. Identify Work of separate stages and other logically grouped activities.
- D. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the last day of each month.
- E. Coordinate content with requests for payment of completed work.
- F. The Contractor shall not manipulate float time which results in a schedule that varies substantially from the contract time allowed in these Contract Documents.

#### 1.4 CITY RECOGNIZED HOLIDAYS

- A. City recognized holidays are as follows: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve and Christmas Day

#### 1.5 REVISIONS TO SCHEDULES

- A. Indicate progress of each activity to date of submittal, and indicate projected completion date of each activity.
- B. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
- C. Provide narrative report to define problem areas, anticipated delays, and impacts on schedule. Report corrective action taken or proposed and its effect.

#### 1.6 SUBMITTALS

- A. Submit initial schedules within 10 days of Notice to Proceed. After review, resubmit required revised data within 10 days.
- B. Submit revised progress schedules for review with each pay request.

#### 1.7 DISTRIBUTION

- A. Contractor to distribute copies of reviewed schedules to job site file,

subcontractors, suppliers, and other concerned entities.

- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION



## SECTION 014000

### PROJECT COORDINATION

#### PART 1 - GENERAL

##### 1.1 REQUIREMENTS INCLUDED

- A. Coordination of Work required by the Contract Documents.

##### 1.2 GENERAL REQUIREMENTS

- A. The Contractor shall coordinate scheduling, submittals, and Work of the various sections of these Technical Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.

##### 1.3 MEETINGS

- A. The Contractor shall hold frequent coordination meetings and pre-installation conferences, as applicable, with personnel and subcontractors to assure coordination of Work.

##### 1.4 COORDINATION OF SUBMITTALS

- A. The Contractor shall schedule and coordinate submittals as specified in Sections 013000 and 013200.
- B. The Contractor shall coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing improvements in service.
- C. The Contractor shall coordinate requests for substitutions from all subcontractors to assure compatibility of space, of operating elements, and effect on work of other sections.

##### 1.5 COORDINATION WITH OTHER CONTRACTORS

- A. The Contractor shall cooperate with other contractors working within the same site or on adjacent sites.
- B. The Contractor shall coordinate the Work of this Contract with other contractors so as not to interfere with or hinder the progress or completion of the work being performed by other contractors.

1.6 PRIVATE LAND

- A. The Contractor shall not enter or occupy private land outside of easements, except by notarized permission of the land owner.
- B. When necessary to notify the property owner or tenant of any impact of construction activity, entry onto the land shall only be made by a Foreman, or more senior person, of the Contractor. All Foremen, and those ranking above Foreman, shall carry laminated, photo identification cards bearing their name, position, Contractor name, and local day time and after-hours phone number of the Contractor. This identification shall be produced, whether or not requested, anytime a Foreman, or more senior person enters private land to communicate with the property owner or tenant.

1.7 MAINTENANCE OF ACCESS

- A. The work is located in developed areas requiring the access for fire, police and other departments to be provided for and at least one free lane be available for all traffic at all times. Contractors are to arrange operations in these areas to meet these requirements and secure approval or operating procedures from the City.

1.8 MAINTENANCE OF TRAFFIC

- A. Open pits, trenches, unpaved streets, debris, or other obstructions due to construction that will prevent the normal flow of traffic during an extended construction stoppage, for any reason, shall be minimized. In the event an extended construction stoppage is found to be necessary, Contractor shall, at his own expense, provide normal traffic flow during extended construction stoppage.
- B. All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other measures for safety satisfactory to the City.
- C. Detours around construction areas will be subject to the approval of the City. Where detours are permitted, the Contractor shall provide all necessary barricades and signs as required to divert the flow of traffic. While traffic is detoured the Contractor shall expedite construction operations.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

## SECTION 014200

### REFERENCES

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. Reference Abbreviations
- B. Abbreviations
- C. Reference Standards
- D. Definitions

##### 1.2 RELATED SECTIONS

- A. Information provided in this section is used where applicable in individual Specification Sections.

##### 1.3 REFERENCE ABBREVIATIONS

- A. Reference to a technical society, trade association or standards setting organization, may be made in the Specifications by abbreviations in accordance with the following list:

AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
ADC	Air Diffusion Council
AFBMA	Anti-Friction Bearing Manufacturers Association
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHA	Association of Home Appliance Manufacturers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Movement and Control Association, Inc.
ANSI	American National Standards Institute
APA	American Plywood Association
ARI	American Refrigeration Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning

	Engineers
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Assoc
BHMA	Builders' Hardware Manufacturers Association
BIA	Brick Institute of American
CABO	Council of American Building Officials
CAGI	Compressed Air and Gas Institute
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers Association of America
CRD	U.S. Corps of Engineers Specifications
CRSI	Concrete Reinforcing Steel Institute
CTI	Cooling Tower Institute
DHI	Door and Hardware Institute
DOH	Department of Health
DOT	Department of Transportation
Fed. Spec.	Federal Specifications
FGMA	Flat Glass Marketing Association
FM	Factory Mutual
HMI	Hoist Manufacturing Institute
HPMA	See HPVA
HPVA	Hardwood Plywood Veneer Association
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
IFI	Industrial Fasteners Institute
MIL	Military Specifications
MSS	Manufacturer's Standardization Society
NAAMM	National Association of Architectural Metal Manufacturers
NACM	National Association of Chain Manufacturers
NBS	National Bureau of Standards, See NIST
NEBB	National Environmental Balancing Bureau
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NETA	National Electrical Testing Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NFPA	National Fluid Power Association
NIST	National Institute of Standards and Technology
NLMA	National Lumber Manufacturers Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Act
PCI	Prestressed Concrete Institute
PDI	Plumbing and Drainage Institute

SAE	Society of Automotive Engineers
SCPRF	Structural Clay Products Research Foundation
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SPI	Society of the Plastics Industry
SSPC	Steel Structures Painting Council
STI	Steel Tank Institute
TCA	Tile Council of American
TIMA	Thermal Insulation Manufacturers' Association
UL	Underwriters' Laboratories, Inc.
USBR	U. S. Bureau of Reclamation
USBS	U. S. Bureau of Standards, See NIST

#### 1.4 ABBREVIATIONS

A. Abbreviations which may be used in individual Specification Sections are as follows:

alternating current .....	ac
American wire gauge .....	AWG
ampere(s) .....	amp
ampere-hour(s).....	AH
annual.....	ann
Ampere Interrupting	
Capacity .....	AIC
atmosphere(s) .....	atm
average.....	avg
biochemical oxygen demand.....	BOD
Board Foot.....	FBM
brake horsepower.....	bhp
Brinell Hardness.....	BH
British thermal unit(s).....	Btu
calorie (s) .....	cal
carbonaceous biochemical	
oxygen demand.....	CBOD
Celsius (centigrade) .....	C
Center to Center .....	C to C
centimeter(s) .....	cm
chemical oxygen demand.....	COD
coefficient, valve flow .....	Cv
condensate return .....	CR
cubic.....	cu
cubic centimeter(s).....	cc
cubic feet per day .....	cfm
cubic feet per hour .....	cfh
cubic feet per minute .....	cfm
cubic feet per minute,	
standard conditions .....	scfm

cubic feet per second.....cfs  
 cubic foot (feet) .....cu ft  
 cubic inch(es).....cu in  
 cubic yard(s) .....cu yd  
 decibels .....dB  
 decibels (A scale) .....dBa  
 degree(s) .....deg  
 dewpoint temperature .....dpt  
 diameter .....dia  
 direct current .....dc  
 dissolved oxygen .....DO  
 dissolved solids.....DS  
 dry-bulb temperature .....dbt  
 efficiency.....eff  
 elevation.....el  
 engineer of record.....EOR  
 entering water temperature .....ewt  
 entering air temperature .....eat  
 equivalent direct radiation .....edr  
 face area.....fa  
 face to face .....f to f  
 Fahrenheit.....F  
 feet per day .....fpd  
 feet per hour .....fph  
 feet per minute .....fpm  
 feet per second .....fps  
 foot (feet).....ft  
 foot-candle.....fc  
 foot-pound .....ft-lb  
 foot-pounds per minute .....ft-lb/min  
 foot-pounds per second .....ft-lb/sec  
 formazin turbidity unit(s) .....FTU  
 frequency.....freq  
 fuel oil.....FO  
 fuel oil supply.....FOS  
 fuel oil return .....FOR  
 gallon(s) .....gal  
 gallons per day.....gpd  
 gallons per day per  
 cubic foot.....gpd/cu ft  
 gallons per day per  
 square foot .....gpd/sq ft  
 gallons per hour .....gph  
 gallons per minute .....gpm  
 gallons per second.....gps  
 gas chromatography and  
 mass spectrometry.....GC-MS

gauge.....	ga
grain(s) .....	gr
gram(s).....	g
grams per cubic centimeter .....	gm/cc
Heat Transfer Coefficient .....	U
height .....	hgt
Hertz.....	Hz
horsepower .....	hp
horsepower-hour .....	hp-hr
hour(s) .....	hr
humidity, relative .....	rh
hydrogen ion concentration .....	pH
inch(es) .....	in
inches per second .....	ips
inside diameter .....	ID
Jackson turbidity unit(s) .....	JTU
kelvin .....	K
kiloamperes.....	kA
kilogram(s) .....	kg
kilometer(s) .....	km
kilovar (kilovolt-amperes reactive) .....	kvar
kilovolt(s).....	kV
kilovolt-ampere(s).....	kVA
kilowatt(s) .....	kW
kilowatt-hour(s) .....	kWh
linear foot (feet) .....	lin ft
liter(s) .....	L
megavolt-ampere(s).....	MVA
meter(s).....	m
micrograms per liter .....	ug/L
miles per hour .....	mph
milliampere(s).....	mA
milligram(s) .....	mg
milligrams per liter.....	mg/L
milliliter(s) .....	mL
millimeter(s) .....	mm
million gallons.....	MG
million gallons per day .....	mgd
millisecond(s).....	ms
millivolt(s) .....	mV
minute(s).....	min
mixed liquor suspended solids .....	MLSS
nephelometric turbidity unit.....	NTU
net positive suction head .....	NPSH



noise criteria.....nc  
 noise reduction coefficient .....NRC  
 number.....no  
 ounce(s).....oz  
 outside air.....oa  
 outside diameter.....OD  
 parts per billion..... ppb  
 parts per million..... ppm  
 percent ..... pct  
 phase (electrical).....ph  
 pound(s)..... lb  
 pounds per cubic foot ..... pcf  
 pounds per cubic foot  
 per hour .....pcf/hr  
 pounds per day .....lbs/day  
 pounds per day per  
 cubic foot .....lbs/day/cu ft  
 pounds per day per  
 square foot.....lbs/day/sq ft  
 pounds per square foot..... psf  
 pounds per square foot  
 per hour .....psf/hr  
 pounds per square inch ..... psi  
 pounds per square inch  
 absolute .....psia  
 pounds per square inch  
 gauge.....psig  
 power factor .....PF  
 pressure drop or  
 difference.....dp  
 pressure, dynamic  
 (velocity).....vp  
 pressure, vapor.....vap pr  
 quart(s).....qt  
 Rankine ..... R  
 relative humidity .....rh  
 resistance..... res  
 return air .....ra  
 revolution(s) ..... rev  
 revolutions per minute .....rpm  
 revolutions per second ..... rps  
 Right of Way.....ROW  
 root mean squared..... rms  
 safety factor ..... sf  
 second(s)..... sec  
 shading coefficient..... SC  
 sludge density index..... SDI

Sound Transmission	
Coefficient.....	STC
specific gravity .....	sp gr
specific volume .....	Sp Vol
sp ht at constant pressure .....	Cp
square .....	sq
square centimeter(s) .....	sq cm
square foot (feet).....	sq ft
square inch (es) .....	sq in
square meter(s).....	sq m
square yard(s).....	sq yd
standard.....	std
static pressure .....	st pr
supply air .....	sa
suspended solids.....	SS
temperature .....	temp
temperature difference .....	TD
temperature entering .....	TE
temperature leaving .....	TL
thousand Btu per hour.....	Mbh
thousand circular mils .....	kcmil
thousand cubic feet .....	Mcf
threshold limit value .....	TLV
tons of refrigeration .....	tons
torque.....	TRQ
total dissolved solids .....	TDS
total dynamic head .....	TDH
total nitrogen .....	TKN
total oxygen demand .....	TOD
total pressure .....	TP
total solids .....	TS
total suspended solids .....	TSS
total volatile solids .....	TVS
vacuum.....	vac
viscosity .....	visc
volatile organic chemical .....	VOC
volatile solids.....	VS
volatile suspended solids.....	VSS
volt(s).....	V
volts-ampere(s) .....	VA
volume .....	vol
watt(s) .....	W
watt-hour(s).....	Wh
watt-hour demand .....	WHD
watt-hour demand meter.....	WHDM
week(s).....	wk
weight .....	wt

wet-bulb .....WB  
 wet bulb temperature .....WBT  
 yard(s).....yd  
 year(s).....yr

1.5 REFERENCE PUBLICATIONS

The following publications are incorporated into this manual and are made a part of this Manual as if set out verbatim in this Manual. Violations of any provision of every such publication, as of the date of bidding this Contract, shall be a violation of City Ordinance.

- A. Water Environment Federation, Manual of Practice No. 8, Wastewater Treatment Plant Design, W.E.F., 601 Wythe Street, Alexandria, VA, 22314-1994.
- B. Water Environment Federation, Manual of Practice No. 9, Design and Construction of Sanitary and Storm Sewers, W.E.F., 601 Wythe Street, Alexandria, VA, 22314-1994.
- C. Great Lakes/Upper Mississippi River Board of State Sanitary Engineers. Recommended Standards for Sewage Works, Health Education Service, Inc., P.O. Box 7283, Albany, New York, 12224.
- D. Great Lakes/Upper Mississippi River Board of State Sanitary Engineers. Recommended Standards for Water Works, Health Education Service, Inc., P.O. Box 7283, Albany, New York, 12224.
- E. Florida Department of Environmental Protection for Water, Wastewater, and Reclaimed Water Systems, latest revisions of F.A.C. Chapters 62-550, 62-555, 62-600, 62-604, 62-610, 64E-6, and 64E-8, 3900 Commonwealth Boulevard M.S. 49, Tallahassee, Florida, 32399.
- F. American Water Works Association, Inc., Water Treatment Plant Design, AWWA Standards and Applicable Manuals, 6666 West Quincy Avenue, Denver, Colorado, 80235.
- G. Ductile Iron Pipe Research Association, Handbook, Ductile Iron Pipe/Cast Iron Pipe, Ductile Iron Pipe Research Association, 245 Riverchase Parkway East, Birmingham, Alabama, 35244.
- H. Uni-Bell Plastic Pipe Association, Handbook of PVC Pipe, Uni-Bell Plastic Pipe Association, 2655 Villa Creek Drive, Suite 164, Dallas, Texas, 75234.
- I. American National Standards Institute, latest revisions of applicable standards, 1819 L Street NW, Suite 600, Washington, D.C., 20036.

- J. American Society for Testing and Materials, latest revisions of applicable standards, ASTM International, 100 Barr Harbor Drive, PO Box C700, West Conshohocken, Pennsylvania, 19428-2959.
- K. National Water Research Institute, Treatment Technologies for Removal of MTBE. NWRI, 10500 Ellis Ave., P.O. Box 20865, Fountain Valley, CA, 92728.
- L. National Water Research Institute, Valuing Ground Water: Economic Concepts/Approaches. NWRI, 10500 Ellis Ave., P.O. Box 20865, Fountain Valley, CA, 92728.7.3.14.
- M. U.S. Environmental Protection Agency, Design Criteria for Mechanical, Electric, and Fluid System and Component Reliability, Supplement to the Federal Guidelines for Design, Operation, and Maintenance of Wastewater Treatment Facilities, Technical Bulletin EPA-430-99-74-001, U.S. EPA, Office of Water Program Operations.
- O. Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, Maps & Publications Sales, Mail Station 12, 605 Suwannee Street, Tallahassee, Florida 32399-0450.
- P. Plastics Pipe Institute, Handbook of Polyethylene Pipe, 1825 Connecticut Ave., NW, Suite 680, Washington, DC 20009.
- Q. National Fire Protection Association, 1995 Edition of NFPA 24 – Standard for the Installation of Private Fire Service Mains and Their Appurtenances, 1 Batterymarch Park, Quincy, MA 02169.
- R. City of North Port Utilities Standards and Specifications Manual.
- S. National Electrical Code, latest revisions of applicable requirements.
- T. Metcalf and Eddy, Wastewater Engineering Treatment and Reuse, 4th Edition, McGraw-Hill, 2002.
- U. Water Environment Federation, Manual of Practice No. 11, Operation of Municipal Wastewater Treatment Plants, 601 Wythe Street, Alexandria, VA 22314-1994.
- V. American Petroleum Institute, 1801 K Street NW, Washington, DC 20006.
- W. American Welding Society, 2501 NW 7th St, Miami, FL 33125.

- X. Factory Mutual Research, 1151 Boston-Providence Turnpike, Norwood, MA 02062
- Y. National Association of Corrosion Engineers, P.O. Box 218340, Houston, TX 77218.
- Z.
- AA. National Electrical Manufacturer's Association, 155 East 44th St., NY, NY 10017.
- BB. Occupational Safety and Health Act, U.S. Dept. of Labor, Occupational Safety and Health Administration, 299E. Broward Blvd. – Rm 302, Ft. Lauderdale, FL 33301.
- CC. Society of Automotive Engineers, 2 Pennsylvania Plaza, NY, NY 10001.
- DD. Steel Structures Painting Council, 4400 Fifth Ave., Pittsburgh, PA 15213.
- EE. Standard Specification for Public Works, Construction Building News, Inc., 3055 Overland Ave., Los Angeles, CA 90034.
- FF. Uniform Building Code, published by ICBO.
- GG. Underwriters Laboratories, Inc., 207 East Ohio Street, Chicago, IL 60611.

1.6 REFERENCE STANDARDS

- A. Latest Edition: Construe references to furnishing materials or testing, which conform to the standards of a particular technical society, organization, or body, to meet the latest standard, code, or specification of that body, adopted and published as of the date of bidding this Contract. Standards referred to herein are made a part of these Specifications to the extent that is indicated or intended.
- B. Precedence: The duties and responsibilities of the City, Contractor or Engineer, or any of their consultants, agents or employees are set forth in the Contract Documents, and are not changed or altered by any provision of any referenced standard specifications, manuals or code, whether such standard manual or code is or is not specifically incorporated by reference in the Contract Documents. Any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority, to undertake responsibility contrary to the powers of the City as set forth in the Contract Documents cannot be assigned to the City or any of the City's consultants, agents or employees.

1.7 DEFINITIONS

A. In these Contract Documents the words furnish, install, and provide are defined as follows:

1. Furnish (Materials): to supply and deliver to the project ready for installation and in operable condition.
2. Install (services or labor): to place in final position, complete, anchored, connected in operable condition.
3. Provide: to furnish and install complete. Includes the supply of specified services. When neither furnish, install, or provide is stated, provided is implied.
4. City: City of North Port, Florida, or authorized staff or representatives.
5. Engineer: The terms Design Professional, Design Engineer, Engineer, and Engineer of Record are interchangeably used throughout the Contract Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

## SECTION 014500

### QUALITY CONTROL

#### PART 1 - GENERAL

##### 1.1 QUALITY CONTROL PLAN

- A. General: The Contractor shall furnish for approval by the City and Engineer, a Contractor Quality Control (CQC) Plan within 10 calendar days after Notice to Proceed. The plan shall identify personnel, procedures, instructions, records, and any forms to be used.

##### 1.2 QUALITY CONTROL ORGANIZATION

- A. Contractor Quality Control (CQC) System Manager: CQC System Manager shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This person shall demonstrate their ability to perform correctly the duties required to the satisfaction of the City and shall be physically at the Site whenever Work is in progress and will be in charge of the Contractor's Quality Control program for this project. All the Contractor's submittals for approval shall be reviewed and modified or corrected as needed and approved correct prior to forwarding of such submittals to the City and Engineer.
- B. Personnel: The personnel of the CQC staff shall be fully qualified by experience and technical training to perform their assigned responsibilities and shall be directly hired by and work for the Contractor.

##### 1.3 SUBMITTALS

- A. Submit in accordance with Section 013000 – Shop Drawings, Submittals and Samples. The CQC System Manager shall be responsible for certifying that all submittals comply with the contract requirements. Perform work using persons fully qualified to produce workmanship of specified quality.
- B. The Contractor Quality Control Plan: This plan shall include as a minimum, the following:
1. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall report to the Project Manager or someone higher in the Contractor's

organization.

2. The name, qualifications, duties, responsibilities, and authorities of each person assigned a CQC function.
  3. A copy of a statement signed by an authorized official of the Contractor's firm, which describes the responsibilities and delegates the authorities of the CQC System Manager.
  4. Procedures for scheduling and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.
  5. Control testing procedures for each specific test.
  6. Names of independent testing laboratories to perform required testing. (Testing laboratories must be approved by the City.)
  7. Reporting procedures including proposed reporting formats.
  8. Hazard Communication Program required under OSHA requirements.
- C. Acceptance of CQC Plan: Acceptance of the plan by the City is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction.
- D. Notification of Changes to CQC Plan: After acceptance of the CQC plan, notify the City in writing of any proposed change. Proposed changes are subject to acceptance by the City.

## PART 2 – PRODUCTS (NOT USED)

## PART 3 – EXECUTION

### 3.1 CONTROL

- A. Contractor Quality Control is the means by which the Contractor assures that his/her construction complies with the requirements of the Contract Documents. The controls shall be adequate to cover all construction operations, including both onsite and offsite operations and will be keyed to the proposed construction sequence. The controls shall include at least three phases of inspection for all definitive features of work as follows:
1. Preparatory Inspection: This shall be performed prior to beginning any definable feature of work. It shall include a review of contract requirements; a check to assure that all materials and/or equipment have been tested, submitted, and approved; a check to assure that



provisions have been made to provide required control testing; examination of the work area to ascertain that all preliminary work has been completed; and a physical examination of materials, equipment, and sample work to assure conformance with the Contract Documents and that all materials and/or equipment are on hand.

2. Initial Inspection: This shall be performed as soon as a representative portion of the particular feature of work has been accomplished and shall include examination of the quality of workmanship and a review of control testing for compliance with contract requirements, use of defective or damaged materials, omissions, and dimensional requirements.
3. Follow-up Inspection: These shall be performed daily to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. Such inspection shall be made a matter of record in the CQC documentation as required below. Final follow up inspections shall be conducted and deficiencies corrected prior to the addition of new features of work.

### 3.2 TESTS

- A. Test Procedures: Perform tests specified or required to verify that control measures are adequate to provide a product which conforms to contract requirements. Contractor shall procure the services of an industry recognized independent testing laboratory. A list of tests which the Contractor understands they are to perform shall be furnished as a part of the CQC Plan to the City. The list shall give the test name, specification paragraph containing the test requirements, and the personnel and laboratory responsible for each type of test.
- B. Perform the following activities and record and provide the following data:
  1. Verify that testing procedures comply with Contract requirements.
  2. Verify that facilities and testing equipment are available and comply with testing standards.
  3. Verify that test instrument calibration data are checked against certified standards.
  4. Verify that recording forms, including the test documentation requirements, have been prepared.

### 3.3 COMPLETION INSPECTION

- A. At the completion of all Work or any increment thereof established under this Contract, the CQC System Manager shall conduct a completion inspection of the Work and develop a "punch list" of items which do not conform to the Contract Documents. Such a list shall be included in the CQC documentation and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or their staff shall make a second completion inspection to ascertain that all deficiencies have been corrected and so notify the City and Engineer. The completion inspection and any deficiency corrections required by this paragraph will be accomplished within the time stated for completion of the entire Work or any particular increment thereof if the project is divided into increments by separate completion dates.

### 3.4 DOCUMENTATION

- A. Maintain current records of quality control operations, activities and tests performed including the work of suppliers and subcontractors. These records shall be on an acceptable form and indicate a description of trades working on the project, the numbers of personnel working, the weather conditions encountered, any delays encountered, and acknowledgment of deficiencies noted along with the corrective actions taken on current and previous deficiencies. In addition, these records shall include factual evidence that required activities or tests have been performed, including but not limited to the following:
1. Type and number of control activities and tests involved.
  2. Results of control activities or tests.
  3. Nature of defects, causes for rejection, etc.
  4. Proposed remedial action.
  5. Corrective actions taken and results of retesting.
- B. These records shall cover both conforming and defective or deficient features and shall include a statement that supplies and materials incorporated in the Work comply with the requirements of the Contract. Legible copies of these records shall be furnished to the City.

### 3.5 NOTIFICATION OF NONCOMPLIANCE

- A. The City will notify the Contractor of any noncompliance with the foregoing requirements. After receipt of such notice, the Contractor shall immediately take corrective action. Such notice, when delivered to the Contractor or their representative at the Site, shall be deemed

sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the City may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

END OF SECTION

## SECTION 015000

### MOBILIZATION

#### PART 1 - GENERAL

##### 1.1 DEFINITION AND SCOPE

A. As required for the proper performance and completion of the Work, mobilization shall include, but not be limited to, the following principal items:

1. Move onto the Site all Contractor's equipment required for the first month's operation.
2. Install silt fences around perimeter of Project Site and at locations where surface drainage discharges to existing stormwater inlets.
3. Install temporary construction power, wiring, and lighting facilities.
4. Establish a fire protection plan and safety program.
5. Secure construction water supply.
6. Provide on-site sanitary facilities and potable water facilities.
7. Arrange for and erect Contractor's work and storage yard and employee's parking facilities.
8. Submit all required insurance certificates and bonds in accordance with the Front End Documents.
9. Obtain all required permits.
10. Post all OSHA, FDEP, Department of Labor, and all other required notices.
11. Have Contractor's project manager and/or superintendent at the job site full time.
12. Submit a detailed progress schedule acceptable to the City and approved for baseline schedule.
13. Submit a finalized Schedule of Values of the Work in the City's approved format as provided in Section 012973 - Schedule of Values.

14. Submit a hurricane preparedness plan acceptable to the City.
15. Submit signed and sealed Maintenance of Traffic and Control Plan to the City.
16. Erect all required Project signs.
17. Submit Contractor's Health and Safety Plan.
18. Submit Contractor's Quality Control Plan.

1.2 PAYMENT FOR MOBILIZATION

- A. No separate payment will be made for mobilization. Mobilization is considered incidental to other work to be performed in the Work Assignment and the costs shall be included in those identified bid items as shown on the Bid Form.
- B. Measurement and Payment for Mobilization shall be made per Section 012000 – Measurement and Payment.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 016500

PERMITS AND FEES

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Permits and licenses required to complete the project will be obtained and fees shall be paid for according to the Contract Agreement.
- B. Schedule all inspections and obtain all written approvals of the agencies required by the permits and licenses.
- C. Comply with all construction related conditions specified in each of the permits and licenses.

1.2 PERMITS

- A. Contractor shall be responsible for preparation of a Stormwater Pollution Prevention Plan and shall obtain an FDEP permit for stormwater discharge from construction activities.
- B. If dewatering discharges to waters of the State are proposed, the Contractor may be required to obtain an FDEP Generic Permit for the Discharge of Produced Groundwater from any Non-Contaminated Site Activity.
- C. Contractor shall submit to and obtain approval for a Maintenance of Traffic (MOT) Plan from the City of North Port and Florida Department of Transportation (FDOT) as applicable, prior to commencement of construction.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

## SECTION 016610

### DELIVERY, STORAGE, AND HANDLING

#### PART 1 - GENERAL

##### 1.1 SCOPE OF WORK

- A. This Section specifies the general requirements for the delivery handling, storage, and protection for all items required in the performance of the Work. Specific requirements, if there are any, are specified with the related item in subsequent sections.
- B. Maintaining and protecting products after installation and until Final Completion of the Work.

##### 1.2 TRANSPORTATION AND DELIVERY

- A. Store and protect products immediately on delivery. Store products in accordance with Manufacturers' instructions, with seals and labels intact and legible.
- B. Store products subject to damage by elements in substantial weather tight enclosures.
  - 1. Maintain temperatures within ranges required by manufacturers' instructions.
  - 2. Provide humidity control for sensitive products as required by manufacturers' instructions.
  - 3. Store unpacked products on shelves, in bins, or in neat piles accessible for inspection.
- C. Exterior Storage:
  - 1. Provide substantial platforms, blocking, or skids to support fabricated products above ground and to prevent soiling or staining. Cover products subject to discoloration or deterioration from exposure to the elements (including but not limited to PVC pipe, valves, and fittings) with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
  - 2. Piping, valves, fittings, and appurtenances shall be stored on pallets, blocking, or other supports above ground; do not place directly on the

ground surface. Store loose granular materials on solid surfaces such as paved areas or provide plywood or sheet materials to prevent mixing with foreign matter.

- a. Provide surface drainage to prevent flow or ponding of rainwater.
- b. Prevent mixing of refuse or chemically injurious materials or liquids.

- D. Arrange storage in a manner to provide easy access for inspection.
- E. Promptly inspect shipment to assure that products comply with requirements, quantities are correct, and items are undamaged. For items furnished by others, if any, perform inspection in the presence of the City. Notify City verbally and in writing of any problems.
- F. If any item has been damaged, the damage item shall be replaced at no additional cost to the City.

### 1.3 STORAGE AND PROTECTION

- A. Maintain periodic system of inspection of stored products on a scheduled basis to assure that:
  - 1. State of storage facilities is adequate to provide required conditions.
  - 2. Required environmental conditions are maintained on continuing basis.
  - 3. Surfaces of products exposed to elements are not adversely affected.
- B. All mechanical and electrical equipment and instruments subject to corrosive damage by the atmosphere if stored outdoors (even though covered by canvas) shall be stored in a weathertight building to prevent injury. The building may be a temporary structure on the Site or elsewhere, but it must be satisfactory to the City. Building shall be provided with adequate ventilation to prevent condensation. Maintain temperature and humidity within range required by manufacturer.
- C. All paint and other coating products shall be stored in areas protected from the weather. Follow all storage requirements set forth by the paint and coating manufacturers.

### 1.4 PROTECTION AFTER INSTALLATION

- A. Provide protection of installed products to prevent damage from subsequent operations. Remove protection when no longer needed, prior to completion of Work.



B. Control traffic to prevent damage to equipment and surfaces.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 017710  
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. The Contractor shall comply with requirements stated in the Contract and Specifications for administrative procedures in closing out the Work.

1.2 SUBSTANTIAL COMPLETION

- A. When the Contractor considers the Work substantially complete, Contractor shall submit to the City:

1. A written notice that the Work, or designated portion thereof, is substantially complete.
2. A site inspection with the Engineer, City and Contractor will be scheduled. A punch list of items to be completed or corrected will be generated at this inspection.

- B. Within a reasonable time, the City will make an inspection to determine the status of completion.

- C. Should the City determine that the Work is not substantially complete:

1. The City will promptly notify the Contractor in writing, giving the reasons therefor.
2. The Contractor shall remedy the deficiencies in the Work and send a second written notice of substantial completion to the City.
3. The City will reinspect the Work.

- D. When the City finds that the Work is substantially complete, the City will execute and deliver to the Contractor a Certificate of Substantial Completion with a revised punch list of items to be completed or corrected.

1.3 FINAL INSPECTION

- A. When the Contractor considers the Work is complete, they shall submit written certification that:

1. Contract Documents have been reviewed.
2. Work has been inspected for compliance with Contract Documents.
3. Work has been completed in accordance with Contract Documents.
4. Equipment and systems have been tested in the presence of the City and are operational.
5. Work, including punch list items, are completed and ready for final inspection.

B. The City will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

C. Should the City consider that the Work is incomplete or defective:

1. The City will promptly notify the Contractor in writing, listing the incomplete or defective work.
2. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the City that the Work is complete.
3. The City will reinspect the Work.

D. When the City finds that the Work is acceptable under the Contract Documents, they shall request that the Contractor make closeout submittals.

#### 1.4 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER AND CITY

A. Evidence of compliance with requirements of governing and regulatory authorities.

B. Project Record Documents: Requirements of Section 017839 – Project Record Documents.

C. Warranties and Bonds: Requirements of General Conditions and Section 017836 – Warrantees and Bonds.

D. Keys and Keying Schedule.

E. Spare Parts and Maintenance Materials.

- F. Evidence of Payment and Release of Liens: Requirements of General and Supplementary Conditions.
- G. Certificate of Insurance for Products and Completed Operations: Requirements of General Conditions.
- H. Consent of Surety to Final Payment.
- I. Proof that taxes, fees, and similar obligations were paid.

#### 1.5 FINAL ADJUSTMENTS OF ACCOUNTS

- A. Submit a final statement of accounting to the City.
- B. Statement shall reflect all adjustments to the Contractor Sum:
  - 1. The original Contract Sum.
  - 2. Additions and deductions resulting from:
    - a. Previous Change Orders.
    - b. Unit Prices.
    - c. Deductions for uncorrected Work.
    - d. Deductions for liquidated damages.
    - e. Other adjustments.
  - 3. Total Contract Sum, as adjusted.
  - 4. Previous payments.
  - 5. Sum remaining due.

- C. Contractor will prepare a final Change Order, reflecting approved adjustments to the Contract sum which were not previously made by Change Orders.

#### 1.6 FINAL APPLICATION FOR PAYMENT

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

#### PART 2 – PRODUCTS (NOT USED)

#### PART 3 – EXECUTION

A. The Contractor shall furnish all necessary tools and labor required to allow the City to verify the status of completion. The tools shall include, but not be limited to the following (as applicable):

1. Vault Entry Equipment.
2. Shovel.
3. Lamps & Mirror(s).
4. Probe Rod.
5. Valve Key.
6. Manhole Hook.
7. All necessary labor to help on the test for completion.

END OF SECTION

## SECTION 017836

### WARRANTIES AND BONDS

#### PART 1 - GENERAL

##### 1.1 SCOPE OF WORK

- A. This Section specifies general administrative and procedural requirements for preparing and submitting warranties and bonds required by the General Conditions, including Manufacturer's standard warranties on products and special warranties.

##### 1.2 RELATED WORK

- A. The Contract Documents include, but are not limited to, the following related requirements:
1. Refer to General Conditions for the general requirements relating to warranties and bonds.
  2. General closeout requirements are included in Section 017710 Project Closeout.

##### 1.3 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible subcontractors, suppliers, and manufacturers within ten (10) days after completion of the applicable item of Work. Except for items put into use with the City's permission, leave date of beginning of time of warranty open until the date of substantial completion is determined. All warranty coverage shall be extended directly to the benefit of the City.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or Manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the City for approval prior to final execution.

##### 1.4 TIME OF SUBMITTAL

- A. For equipment or component parts of equipment put into service during construction with the City's permission, submit documents within ten (10) days after acceptance.

- B. Make other submittals within 10 days after date of Final Completion, prior to the final application for payment.

#### 1.5 FORM OF SUBMITTALS

- A. Bind in new, commercial-quality, 8-1/2 inches X 11 inches, three-ring side binders with hardback, cleanable, plastic covers.
- B. Label cover of each binder with typed or printed title "WARRANTIES AND BONDS," with title of Project; name, address and telephone number of Contractor; and name of responsible principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Contract Documents, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List subcontractor, supplier, and manufacturer, with name, address, and telephone number of the responsible principal.
- E. Provide an electronic pdf copy of all warranties submitted.

#### 1.6 WARRANTY REQUIREMENT

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the City has benefited from use of the Work through a portion of its anticipated useful service life.
- D. City's Recourse: Written warranties made to the City are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods

be interpreted as limitations on time in which the City can enforce such other duties, obligations, rights, or remedies.

- E. Rejection of Warranties: The City reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- F. The City reserves the right to refuse to accept Work for the project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.
- G. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, Manufacturers, and subcontractors required to countersign special warranties with the Contractor.

#### 1.7 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual Manufacturers for particular products and are specifically endorsed by the Manufacturer to the City.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the City.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION



SECTION 017839

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Maintaining and submitting project record documents and samples.
- B. The Contractor shall maintain at the site for the City one (1) record copy of:
  - 1. Construction Plans
  - 2. Technical Specifications
  - 3. Addenda
  - 4. Change Orders and other Modifications to the Contract
  - 5. Approved Shop Drawings, Product Data, and Samples for which samples are specified to be furnished
  - 6. Field test records
  - 7. Detailed Progress Schedule
  - 8. Inspection certificates.
  - 9. Manufacturers' certificates.
  - 10. Manufacturers' operating and maintenance manuals.
  - 11. Up to date project as-built red-lines.
- C. At Contract closeout, deliver signed and sealed (as applicable) as-builts and other record documents and samples to the City for the City.

1.1 RELATED REQUIREMENTS

- A. Section 013000: Shop Drawings, Submittals and Samples.
- B. Section 017710: Contract Closeout.

1.2 RECORDING

- A. Record information on a full-size set of Construction Plans.
- B. Use separate colors for each major system for recording information.
- C. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- D. Measured locations shall be referenced to horizontal and vertical datums of the original Construction Plans.
- E. Utility As-Built Drawings: The utility as-built drawings shall correctly and accurately show all utilities found during construction and shall reflect all new construction as it was built. These drawings shall be neat and legible, showing only the actual position of the utilities and not the proposed. The drawings shall show all elevations and horizontal control for all utilities encountered. They shall include but not limited to, the material used to construct the utilities and all structures, pipes, and fittings. At a minimum, comply with the following:
  - 1. Identify all utility conflicts and crossings. Provide horizontal locations and elevations of each utility at conflicts and crossing. Identify the material, size, usage, etc., for each utility line.
  - 2. Provide horizontal locations and elevations at top of pipe elevations at an interval not exceeding 100 LF. Finished grade elevations shall be recorded at each location.
  - 3. Provide surveyed horizontal locations and elevations and swing ties on all underground appurtenances, including but not limited to:
    - a. Ductile iron fittings
    - b. Couplings
    - c. Valves
    - d. Provide top of nut elevations for valves and top of pipe elevations adjacent to valves.
    - e. Service saddles
    - f. Meters
    - g. Air release assemblies
    - h. End points of casings
    - i. End points of pipe installed by horizontal directional drilling methods
  - 4. For each underground appurtenance, provide three-point swing-ties (maximum distance of 200 feet). Swing ties shall be measured from permanent reference points (i.e., edge of power or telephone poles, center of manholes and storm inlet structures, building comers, fire

hydrant bonnets, and other objects not likely to be relocated at a later time). Unacceptable reference points shall include fence posts, street curbs, driveway comers, trees, signs, valve boxes, nails, survey marks, etc.

5. Identify limits of restrained joint pipe.
6. Identify locations for changes in pipe material.
7. Identify limits of utilities abandoned in place, if applicable.
8. Identify changes made by addenda or modifications.
9. Provide details not on the Plans.
10. As-built drawing information shall be provided to the City and Engineer in AutoCAD and pdf format. Hard copies of the as-builts shall be signed and sealed by Florida Licensed Surveyor.

F. Specifications: Legibly mark each item to record actual construction, including:

1. Manufacturer, trade name, and catalog number of each product actually installed, particularly optional items and substitute items.
2. Changes made by addenda or modifications.

G. Other Required Record Documents:

1. Maintain manufacturers' certifications, inspection certifications, and field test records, required by individual Technical Specification Sections.
2. Provide bore logs for underground utilities installed using horizontal directional drilling methods. A minimum of one reading for each rod length of bore constructed shall be included. The bore log shall include horizontal and vertical locations for each point referenced to the horizontal and vertical datums used in preparing the Plans.

### 1.3 STORMWATER POLLUTION PREVENTION PLANS

A. In accordance with EPA Guidelines, prepare an National Pollutant Discharge Elimination System (NPDES) plan and maintain records on stormwater management controls and inspections. Prepare an inspection and maintenance plan that corresponds to the sequencing of major activities.

1. Reference Document: U.S. EPA Stormwater Management for

Construction Activities; Developing Pollution Prevention Plans and Best Management Practices, EPA 832-R-92-005, September, 1992.

- B. Provide for inspection of silt fencing and erosion control measures once every seven (7) days or after each rainfall event.
- C. Keep a record of these inspections in the field office. Note any changes to best management practices shown in the Contract Documents.
  - 1. Record the amount of rainfall on a daily basis.
  - 2. Dates when major grading activities occur.
  - 3. Dates when construction activities temporarily cease.
  - 4. Dates when construction activities permanently cease.
  - 5. Report any release of reportable quantities of oil or hazardous materials.
- D. Update and change the Stormwater Pollution Prevention Plan as necessary to address any change in design or construction operation.

#### 1.4 SUBMITTALS

- A. At Contract closeout, the Contractor shall deliver all project record documents and samples specified herein to the City for use in the preparation of Project Record Drawings.
- B. As-built drawings shall be submitted to the City in the following format:
  - 1. One (1) CDs/DVDs or USB flash drive with as-built drawings in both PDF and AutoCAD formats.
    - a. AutoCAD Format: Utilize the existing AutoCAD design as a base and add new information. New items shall be included on new, clearly identified layers.
  - 2. One (1) full-size original and one (1) 11"X17" hard copies signed and sealed by a Florida Licensed Surveyor.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

## SECTION 018050

### COLOR AUDIO-VIDEO PRECONSTRUCTION RECORD

#### PART 1 - GENERAL

##### 1.1 REQUIREMENTS INCLUDED

- A. Prior to commencing work, the Contractor shall have a detailed, continuous, color digital audio-video recording taken along the entire length of the Project to serve as a record of preconstruction conditions. All recordings and written video log records shall become property of the City.

##### 1.2 SCHEDULE

- A. The Contractor shall notify the City two (2) weeks prior to conducting electronic site recordings so the City can notify residents and/or prepare a press-release if necessary. This notification to the City shall include the name of the company performing recordings and a description of identification used (i.e., vehicle logo).
- B. No construction shall begin prior to review and approval of the site recordings covering the construction area by the City.

##### 1.3 VIDEOGRAPHERS

- A. The Contractor shall employ a competent party or commercial firm known to be skilled and regularly engaged in the business of preconstruction color digital audio-video site documentation.
  - 1. The City shall have the authority to reject all or any portion of a site recording not conforming to this Section and order that it be redone at no additional charge. The Contractor shall reschedule unacceptable coverage within five (5) calendar days after being notified. The City shall designate those areas, if any, to be omitted from or added to the audio-video coverage.

#### PART 2 – PRODUCTS

##### 2.1 GENERAL

- A. Each audio-video recording shall be saved on DVD media viewable on standard DVD players and computers. The DVD video recording shall

produce bright, sharp, clear pictures with accurate colors and shall be free from distortion or any other form of picture imperfection. All DVD video recordings shall display on the screen the time of day, the month, day, and year of the recording. This time and date information must be continuously and simultaneously generated with the actual recording. The audio portion of the recording shall produce the commentary of the camera operator with proper clarity and be free from distortion.

## 2.2 EQUIPMENT

- A. Camera and Recorder: The video camera and recorder used in the electronic media site recordings shall be of industrial grade, consistent with current standards, and subject to approval by the City. The camera shall be a high-resolution, color digital recorder with optical stabilization and 20X minimum optical magnification. The camera shall also have a minimum NTSC 525 lines resolution/60 fields/30 frames per second.
- B. Wheeled Vehicles: Clearly mark any vehicles used for recording purposes with company's name and telephone number. Vehicles shall incorporate signs, flaggers, and lights as needed for safety purposes.
- C. Electronic Media: DVDs shall be original, previously unrecorded, blank media.

## PART 3 – EXECUTION

### 3.1 COVERAGE

- A. The recordings shall contain coverage of all surface features within and directly adjacent to the construction zone. These features shall include, but not be limited to, all roadways, pavement, retention ponds, railroad tracks, curbs, bridges, bridge abutments, driveways, sidewalks, culverts, headwalls, retaining walls, landscaping, signs, mailboxes, trees, and fences. Of concern, shall be the existence or non-existence of any faults, fractures, or defects. Coverage shall be limited to one side of the street at one time and shall include all surface conditions located within the zone of influence supported by appropriate audio description. Panning, zoom-in, and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.

### 3.2 AUDIO RECORDING

- A. Accompanying the video recording of each electronic media presentation shall be a corresponding and simultaneously recorded audio recording. This audio recording, exclusively containing the commentary of the camera operator shall assist in viewer orientation and in any needed identification, differentiation, clarification, or objective

description of the features being shown in the video portion of the recording. The audio recording shall also be free from any conversation between the Contractor, camera operator, and any other production technicians.

### 3.3 ELECTRONIC MEDIA INDEXING

- A. All electronic media site recordings shall be permanently labeled and shall be properly identified by electronic media site recording number and project title.
- B. Electronic Media Site Recordings Log: Each electronic media site recording shall have a log of that recording's contents. The log shall describe the various segments of coverage contained on that recording (e.g., the names of the streets, waterways, or easements; coverage beginning and end times; directions of coverage; video unit counter numbers; engineering stationing numbers, when possible; and the date of recording).

### 3.4 TIME OF EXECUTION

- A. Visibility: All recording shall be performed during time of good visibility; no recording shall be done during periods of significant precipitation, mist, or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subject and to produce sharp, bright video recordings of those subjects.

### 3.5 CONTINUITY OF COVERAGE

- A. In order to insure the continuity of coverage, the coverage shall consist of a single continuous unedited recording which begins at one end of a particular construction area. However, where coverage is required in areas not accessible by conventional wheeled vehicles and smooth transport of the recording system is not possible, such coverage shall consist of an organized interrelated sequence of recordings at various positions along that proposed construction area (e.g., a wooded easement area). Such coverage shall be obtained by walking or by a special conveyance approved by the City.

### 3.6 COVERAGE RATES

- A. Rate of speed in the general direction of travel of the vehicle used during videoing shall not exceed 75 feet per minute. Panning, zoom-in, and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.

### 3.7 CAMERA OPERATION

- A. Camera Height and Stability: When conventional wheeled vehicles are used as conveyances for the recording system, the vertical distance between the camera lens and the ground shall not exceed ten (10) feet. The camera shall be firmly mounted such that transport of the camera during the recording process will not cause an unsteady picture.
- B. Camera Control: Camera pan, tilt, zoom-in, and zoom-out rate shall be sufficiently controlled such that recorded objects shall be clearly viewed during audio-video playback. In addition, all other camera and recording system controls, such as lens focus and aperture, video level, pedestal, chroma, white balance, and electrical focus shall be properly controlled or adjusted to maximize picture quality.
- C. Viewer Orientation Techniques: The audio and video portions of the recording shall maintain viewer orientation. To this end, overall establishing views of all visible house and business addresses shall be utilized. In areas where the proposed construction location will not be readily apparent to the electronic media viewer, highly visible yellow flags shall be placed, by the Contractor, in such a fashion as to clearly indicate the proposed center line of construction.

END OF SECTION



## SECTION 311010

### DEWATERING

#### PART 1 - GENERAL

##### 1.1 SCOPE OF WORK

- A. Dewatering shall include all necessary control and disposal of groundwater on a continual basis during construction.
- B. Dewatering shall include the lowering of the groundwater table to relieve any hydrostatic head that could cause a decrease in the stability of the excavated subgrade. It shall also include the intercepting of seepage which could otherwise emerge from the slope or sides of excavations which could cause a decrease in the stability of the excavated subgrade or the slopes or sides of the excavations.

##### 1.2 ADDITIONAL PROVISIONS

- A. Provide, operate, and maintain any dewatering system required to lower and control groundwater levels and groundwater hydrostatic pressure during the construction of the Work as required by this Section and the Contract Documents. The Contractor shall assume full responsibility and expense for the adequacy of the dewatering system with no additional time for performance.
- B. The development, drilling, operation, and abandonment of all wells used in the dewatering system shall comply with regulations of the Florida Department of Environmental Protection and the Southwest Water Management District.
- C. Remove and dispose of water resulting from activities described in this Section. Provide siltation settling basins for all discharges from dewatering systems. Submit plan of settling basins and discharge facilities for review by the City prior to dewatering system installation.
- D. Remove dewatering systems and equipment when no longer required.

#### PART 2 – PRODUCTS (NOT USED)

#### PART 3 – EXECUTION

3.1 EXECUTION

- A. The dewatering system shall be capable of developing an excavated subgrade relieved of any hydrostatic pressure that could cause a decrease in the stability of the excavated subgrade and which will provide the necessary groundwater control for the proper performance required for completion of the Work.
- B. The dewatering system shall not cause damage to newly constructed or existing properties, buildings, utilities, and other work due to the loss of support from incompletely drained soils or from removal of soil particles resulting from the dewatering system operation.
- C. Dewatering facilities shall be located where they will not cause interference with work performed by others.
- D. If the dewatering system utilized by the Contractor causes or threatens to cause damage to new or existing facilities, the dewatering system shall be modified at no additional cost to the City. The Contractor shall be responsible for and shall repair all damage caused by the dewatering system operation at no additional cost to the City and at no additional time for performance.
- E. Dispose of subsurface water collected in a manner which conforms to all applicable local and state ordinances, statutes, and laws.
- F. Maintain continual and complete effectiveness of the dewatering system operation to provide a firm, stable, excavated subgrade at all times as required for proper performance of the Work.
- G. Provide dewatering necessary to maintain the groundwater table below the level of backfill as it is being placed.

3.2 JOB CONDITIONS

- A. Erosion Control: Provide adequate protection from erosion from any of the dewatering operations utilized during the course of the construction. Any damage, disruption or interference to newly constructed work or existing properties, buildings, structures, utilities and/or other work resulting directly or indirectly from dewatering operations conducted under this Contract shall be remedied by the Contractor, at no cost to the City.
- B. Treatment of Dewatering Operations Discharges: Provide such additional treatment devices as may be required to meet the provisions of the Contract. This may include the construction of sumps and/or

settling basins, stone rip-rap, silt fences or other requirements. The treatment devices shall be later removed and/or filled in with acceptable backfill material, and restored to original conditions once they are no longer needed, at no additional cost to the City.

- C. Noise Control: All Work under this Section shall executed in accordance with all Noise Ordinances of the City of North Port.

END OF SECTION

## SECTION 311020

### TRENCHING, BACKFILLING AND COMPACTION

#### PART 1 - GENERAL

##### 1.1 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and perform all trenching for pipelines and appurtenances, including drainage, filling, backfilling, disposal of surplus material and restoration of trench surfaces and easements.
- B. Excavation shall extend to the width and depth shown on the Construction Plans or as specified herein and shall provide suitable room for installing pipe, structures and appurtenances.
- C. Furnish and place all sheeting, bracing and supports and shall remove from the excavation all materials which the Engineer may deem unsuitable for backfilling. The bottom of the excavation shall be firm and dry and in all respects. If conditions warrant, deposit gravel for pipe bedding, or gravel refill for excavation below grade, directly on the bottom of the trench immediately after excavation has reached the proper depth and before the bottom of the trench has become softened or disturbed by any cause whatever. The length of open trench shall be related closely to the rate of pipe laying. All excavation shall be made in open trenches.
- D. All excavation, trenching and related sheeting, bracing, etc., shall conform to the requirements of the Florida "State Safety Act" (CS/SB 2626) which incorporates, by reference, OSHA's excavation safety standards, 29 CFR 1926 Subpart P.
- E. Wherever the requirement for 98 percent compaction is referred to herein it shall mean "at least 98 percent of maximum density as determined by ASTM D1557, Method D".
- F. Prior to the start of work submit the proposed method of backfilling and compaction to the Engineer for review.

##### 1.2 RELATED WORK

- A. Granular fill material is included in Section 311030.

##### 1.3 DEWATERING

A. See Section 311010 Dewatering.

#### 1.4 JOB CONDITIONS

A. The Contractor shall examine the site and review the available test borings or undertake his own soil borings prior to submitting his bid, taking into consideration all conditions that may affect his work. The City will not assume responsibility for variations of sub-soil quality or conditions at locations other than places shown and at the time the investigation was made. Boring log data and soil samples are available for examination after signing a release at the office of the City.

B. Existing Utilities: Locate existing underground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.

1. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, notify the City of such piping or utility immediately for directions.
2. Cooperate with the City and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
3. Demolish and completely remove from site existing underground utilities indicated in the Construction Plans to be removed.

C. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction.

1. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

#### 1.5 SUBMITTALS

A. Submit, in accordance with Section 013000, complete product data for materials specified in this Section.

B. For each material obtained from other than onsite sources, the Contractor shall notify the Engineer of the source of the material.

C. Furnish product data for all imported fill material to include:

1. Material Source: Submit name of imported material suppliers.

2. Supplier's Certificate: Certify that products meet or exceed specified requirements.

## 1.6 REFERENCED STANDARDS

### A. American Association of State Highway and Transportation Officials:

1. AASHTO M 288 - Geotextiles.

### B. ASTM International:

1. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>)).
2. ASTM D 4355 / D 4355M - Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus.
3. ASTM D 4533/ D 4533M - Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
4. ASTM D 4632/ D 4632M - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
5. ASTM D 6241 - Standard Test Method for Static Puncture Strength of Geotextiles and Geotextile-Related Products Using a 50-mm Probe.
6. ASTM D 4751 - Standard Test Methods for Determining Apparent Opening Size of a Geotextile.

### C. Florida "State Safety Act" (CS/SB 2626).

### D. Occupational Safety and Health Administration (OSHA):

1. 29 CFR Part 1926 Subpart P.

### E. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

## PART 2 – PRODUCTS

### 2.1 MATERIALS

#### A. Base, Fill, and Backfill:

1. Satisfactory soil materials are defined as those complying with

American Association of State Highway and Transportation Officials (AASHTO) M 145, soil classification Groups A 1, A 2 4, A 2 5, and A 3.

2. Unsatisfactory soil materials are those defined in AASHTO M 145 soil classification Groups A 2 6, A 2 7, A 4, A 5, A 6, and A 7 along with peat and other highly organic soils.

B. Structural Fill:

1. Well graded soil material consisting of coarse aggregate to medium to fine grain sized sand, free of organic, deleterious and/or compressible material.
  - a. Shall not contain rock or stones exceeding 3-1/2 inches in diameter, hardpan, cobbles, or other similar materials.

C. Select Common Fill:

1. Soil material containing no more than 15 percent by weight finer than No. 200 mesh sieve.
  - a. Shall be free from organic matter, muck, marl, rock exceeding 3-1/2 inches in diameter, broken concrete, masonry, rubble, or other similar materials.
2. Material falling within the above specification, encountered during the excavation, may be stored in segregated stockpiles for reuse. All material which, in the opinion of the Engineer or the City, is not suitable for reuse shall be spoiled as specified herein for disposal of unsuitable materials.

D. Bedding Rock:

1. Bedding rock shall be FDOT No. 57, gradation washed and graded limerock or shell.

## 2.2 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 3; AASHTO M 288.
2. Survivability: As follows:

- a. Grab Tensile Strength: 120 lbf (534 N); ASTM D 4632/ D 4632M.
  - b. Tear Strength: 50 lbf (223 N); ASTM D 4533/D 4533 M.
  - c. Puncture Strength: 310 lbf 1 N); ASTM D 6241.
3. Apparent Opening Size: No. 70 (0.212-mm) sieve, maximum; ASTM D 4751.
  4. Permittivity: 0.1 per second, minimum; ASTM D 4751.
  5. UV Stability: 70 percent after 500 hours' exposure; ASTM D 4355/D 4355M.
  6. Product: Provide "Mirafi 140N," by TenCate Geosynthetics – Nicolon Corporation, or equal.

### PART 3 – EXECUTION

#### 3.1 GENERAL

- A. All excavation, backfill, and grading necessary to complete the Work shall be made by the Contractor and the cost thereof shall be included in the contract price.
- B. Material shall be furnished as required from off-site sources and hauled to the site.
- C. The Contractor shall take all the necessary precautions to maintain the work area in a safe and workable condition.
- D. The Contractor shall protect his work at all times by flagging, marking, lighting, and barricading. It shall also be the Contractor's responsibility to preserve and protect all above and underground structures, pipe lines, conduits, cables, drains or utilities which are existing at the time he encounters them. Failure of the Construction Plans to show the existence of these obstructions shall not relieve the Contractor from this responsibility. The cost of repair of any damage which occurs to these obstructions during or as a result of construction shall be borne by the Contractor without additional cost to the City.

#### 3.2 TRENCH EXCAVATION

- A. Trench excavation shall include material of every description and of whatever substance encountered, except rock and boulders. Pavement shall be cut with a saw, wheel or pneumatic chisel along straight lines



before excavating.

- B. Strip and stockpile topsoil from grassed areas crossed by trenches. At the Contractor's option, topsoil may be otherwise disposed of and replaced, when required, with approved topsoil of equal quality.
- C. While excavating and backfilling is in progress, traffic shall be maintained, and all utilities and other property protected as provided in the General Conditions and General Requirements.
- D. Excavation for all trenches required for the installation of pipes and electrical ducts shall be made to the depths indicated in the Construction Plans. Excavate in such manner and to such widths as will give suitable room for laying the pipe or installing the ducts within the trenches, for bracing and supporting and for pumping and drainage facilities. The trench width at the top of the pipe shall not exceed the allowable as determined by the depth of cut and indicated in the Construction Plans.
  - 1. For water mains, excavate trench to provide a minimum of 36 inches of clear cover over the pipe bell unless otherwise noted in the Construction Plans or herein.
- E. Excavation and dewatering shall be accomplished by methods which preserve the undisturbed state of subgrade soils. The trench may be excavated by machinery to, or just below the designated subgrade, provided that material remaining in the bottom of the trench is no more than slightly disturbed. Subgrade soils which become soft, loose, "quick", or otherwise unsatisfactory as a result of inadequate excavation, dewatering or other construction methods shall be removed and replaced by screened gravel fill as required by the Engineer at the Contractor's expense.
- F. Clay and organic silt soils are particularly susceptible to disturbance due to construction operations. When excavation is to end in such soils, use a smooth-edge bucket to excavate the last 1-ft of depth.
- G. Rock shall be removed to a minimum four inches (4") to six inches (6") clearance around the bottom and sides of all the pipe or ducts being laid as shown in the Construction Plans.
- H. The bottom of the excavations shall be firm and dry and in all respects acceptable to the City. Excavate unsatisfactory soil material from the bottom of the trench to a depth determined by the City and replace with rock or shell bedding.
- I. Where pipe or ducts are to be laid in bedding or encased in concrete the trench may be excavated by machinery to, or just below, the designated

subgrade provided that the material remaining in the bottom of the trench is no more than slightly disturbed.

- J. Where the pipes or ducts are to be laid directly on the trench bottom the lower part of the trenches shall not be excavated to the trench bottom by machinery. The last of the material being excavated shall be done manually in such a manner that will give a flat bottom true to grade so that pipe or duct can be evenly and uniformly supported along its entire length on undisturbed material or bedding rock. Bell holes shall be made as required manually so that there is no bearing surface on the bells and pipes are supported along the barrel only.

### 3.3 PIPE INTERFERENCES AND ENCASEMENT

- A. The Contractor shall abide by the following schedule of criteria concerning interferences with other utilities. In no case shall there be less than 0.3 feet between any two pipe lines or between pipe lines and structures. Concrete encasement shall be provided in accordance with the typical detail as shown in the Construction Plans.

### 3.4 BEDDING

- A. Where select common bedding material is used for pipe support as shown in the Construction Plans, the trench bottom or bedding should be prepared in accordance with Paragraph 3.2.E of this Section and the top six inches (6") shall be compacted using mechanical equipment to a minimum of 98 percent of the maximum dry density as determined by ASTM D1557, Method D.
- B. Where rock or shell is used for pipe support, gravity sewer pipe shall have rock or shell bedding to six inches (6") over top of pipe, and four inches (4") to six inches (6") below the invert. Pressure pipe shall have rock or shell bedding to springline of pipe, and four inches (4") to six inches (6") below the invert depending on the diameter as shown in the Construction Plans. Rock or shell bedding shall be placed in maximum lift thicknesses of four inches (4") to six inches (6") with each lift compacted using mechanical equipment.
- C. Rock or shell bedding may be used under certain circumstances as a drain for ground water control, subject to the approval of the City. The Contractor shall take all precautions necessary to maintain the shell or rock bedding in a compacted state and to prevent washing, erosion, or loosening of this bed.

### 3.5 SHEETING AND BRACING

- A. Furnish, put in place and maintain sheeting and bracing required by Federal, State or local safety requirements to support the sides of the

excavation and prevent loss of ground which could endanger personnel, damage or delay the work or endanger adjacent structures. If the Engineer is of the opinion that at any point sufficient or proper supports have not been provided, he/she may order additional supports placed at the expense of the Contractor. Compliance with such order shall not relieve the Contractor from his/her responsibility for the sufficiency of such supports. Care shall be taken to prevent voids outside of the sheeting, but if voids are formed, they shall be immediately filled and rammed.

- B. Where sheeting and bracing is required to support the sides of trenches, engage a professional engineer, registered in the State of Florida, to design the sheeting and bracing. The sheeting and bracing installed shall be in conformity with the design and certification of this shall be provided by the professional engineer.
- C. When moveable trench bracing such as trench boxes, moveable sheeting, shoring or plates are used to support the sides of the trench, care shall be taken in placing and moving the boxes or supporting bracing to prevent movement of the pipe, or disturbance of the pipe bedding and the screened gravel backfill.
  - 1. When installing rigid pipe (R.C., V.C., A.C., etc.), any portion of the box extending below mid diameter shall be raised above this point prior to moving the box ahead to install the next pipe. This is to prevent the separation of installed pipe joints due to movement of the box.
  - 2. When installing flexible pipe (PVC, etc.), trench boxes, moveable sheeting, shoring or plates shall not be allowed to extend below mid-diameter of the pipe. As trench boxes, moveable sheeting, shoring or plates are moved, screened gravel shall be placed to fill any voids created and the screened gravel and backfill shall be re-compacted to provide uniform side support for the pipe.
- D. Permission will be given to use steel sheeting in lieu of wood sheeting for the entire job wherever the use of sheeting is necessary. The cost for use of sheeting will be included in the bid items for pipe and shall include full compensation for driving, bracing and later removal of sheeting.
- E. All sheeting and bracing shall be carefully removed in such manner as not to endanger the construction of other structures, utilities, or property, whether public or private. All voids left after withdrawal of sheeting shall be immediately refilled with sand by ramming with tools especially adapted to that purpose, by watering or otherwise as directed.
- F. No payment will be given for sheeting, bracing, etc, during the progress of the work. No payment will be given for sheeting which has actually

been left in the trench for the convenience of the Contractor.

- G. Sheeting driven below mid-diameter of any pipe shall remain in place from the driven elevation to at least 1-ft above the top of the pipe.

### 3.6 TEST PITS

- A. Excavation of test pits may be required for the purpose of locating underground utilities or structures as an aid in establishing the precise location of new work.
- B. Test pits shall be backfilled as soon as the desired information has been obtained. The backfilled surface shall be maintained in a satisfactory condition for travel until resurfaced as specified.

### 3.7 BACKFILLING

- A. Backfilling over pipes shall begin as soon as practicable after the pipe has been laid, jointed, and inspected and the trench filled with suitable bedding material.
- B. Backfilling over ducts shall begin not less than three (3) days after placing concrete encasement.
- C. All backfilling shall be performed expeditiously and as detailed in the Construction Plans.
- D. Any space remaining between the pipe and sides of the trench shall be packed full by hand shovel with selected earth, free from stones having a diameter greater than two inches (2") and thoroughly compacted with a tamper as fast as placed, up to a level of one foot (1') above the top of the pipe. The material shall be compacted to a minimum of 98 percent of the maximum dry density as determined by ASTM D1557, Method D in layers not to exceed four inches (4") up to the centerline of the pipe from the trench bottom and in layers not to exceed six inches (6") from the pipe centerline to twelve inches (12") above the pipe.
- E. The filling shall be carried up evenly on both sides with at least one person tamping for each person shoveling material into the trench.
- F. The remainder of the trench above the compacted backfill, as just described above, shall be filled and thoroughly compacted with select common fill with mechanical equipment. Compact select common fill in six-inch (6") layers to a minimum of 98 percent of the maximum dry density determined by ASTM D1557, Method D.

- G. Where the pipes are laid in streets, the remainder of the trench up to a depth of 12-in below the bottom of the specified permanent paving shall be backfilled with common fill material in layers not to exceed 1-ft and thoroughly compacted. The subbase layer for paving shall be of bank-run gravel thoroughly compacted in 6-in layers.
- H. In locations where pipes pass through building walls, the Contractor shall take the following precautions to consolidate the refill up to an elevation of at least one foot (1') above the bottom of the pipes:
  - 1. Place structural fill in such areas for a distance of not less than three feet (3') either side of the center line of the pipe in level layers not exceeding six inches (6") in depth.
  - 2. Wet each layer to the extent requested and thoroughly compact each layer with a power tamper.
- I. To prevent longitudinal movement of the pipe, dumping backfill material into the trench and then spreading will not be permitted until selected material or screened gravel has been placed and compacted to a level 1-ft over the pipe.
- J. Backfill shall be brought up evenly on all sides. Each layer of backfill material shall be thoroughly compacted by rolling, tamping, or vibrating with mechanical compacting equipment or hand tamping, to 92 percent compaction. If rolling is employed, it shall be by use of a suitable roller or tractor, being careful to compact the fill throughout the full width of the trench.
- K. Compaction by puddling or water jetting shall not be permitted.
- L. Compaction in confined areas shall be by use of hand or pneumatic ramming with tools weighing at least 20 lbs. The material shall be spread and compacted in layers not exceeding 6-in thick, uncompacted loose measure thickness.
- M. Backfill around structures shall be granular fill material as specified and as shown on the Drawings. All backfill shall be spread and compacted as specified, especially under and over pipes connected to the structures.
- N. Bituminous paving shall not be placed in backfilling unless specifically permitted, in which case it shall be broken up as directed.
- O. All road surfaces shall be broomed and hose-cleaned immediately after backfilling. Dust control measures shall be employed at all times.

- P. The Contractor shall coordinate and pay for density tests to determine compaction of backfill spaced as required by the agencies having jurisdiction, or at a minimum of one in every 300 feet of trench cut per lift and shall include a test at the spring line of the pipe. The tests shall be sign and sealed by a Florida Licensed Engineer.

### 3.8 GRADING

- A. Grading shall be performed at such places as are indicated in the Construction Plans, to the lines, grades, and elevations shown or as approved by the City and shall be made in such a manner that the requirements for formation of embankments can be followed. All unacceptable material encountered, of whatever nature within the limits indicated, shall be removed and disposed of as requested. During the process of excavation, the grade shall be maintained in such condition that it will be well drained at all times. Temporary drains and drainage ditches shall be installed to intercept or divert surface water which may affect the prosecution or condition of the Work.
- B. If at the time of excavation, it is not possible to place any material in its proper section of the permanent structure, it shall be stockpiled in approved areas for later use. No extras will be considered for the stockpiling or double handling of excavated material.
- C. The right is reserved to make minute adjustments or revisions in lines or grades if found necessary as the work progresses, due to discrepancies in the Construction Plans or in order to obtain satisfactory construction.
- D. Stones or rock fragments larger than 1-1/2 inches in their greatest dimensions will not be permitted in the top one foot (1') of the subgrade line of all dikes, fills, or embankments.
- E. All fill slopes shall be uniformly dressed to the slope, cross section, and alignment shown in the Construction Plans, or as approved in writing by the City.
- F. In cuts, all loose or protruding rocks on the back slopes shall be jarred loose or otherwise removed to line or finished grade of slope. All cut and fill slopes shall be uniformly dressed to the slope, cross section, and alignment shown in the Construction Plans or as approved in writing by the City.
- G. No grading is to be done in areas where there are existing pipe lines that may be uncovered or damaged until such lines which must be maintained are relocated, or where lines are to be abandoned, all required valves are closed and drains plugged at manholes.

- H. The Contractor shall replace all pavement cut or otherwise damaged during the progress of the Work as specified elsewhere herein.

### 3.9 RESTORING TRENCH SURFACE

- A. Where the trench occurs adjacent to paved streets, in shoulders, sidewalks, or in cross-country areas, thoroughly consolidate the backfill and maintain the surface as the work progresses. If settlement takes place, immediately deposit additional fill to restore the level of the ground.
- B. In and adjacent to streets, the 12-in of trench backfill below the specified initial pavement shall consist of compacted bank-run gravel. Should the Contractor wish to use material excavated from the trench as gravel subbase for pavement replacement, the Contractor, at his/her own expense, have samples of the material tested by an independent testing laboratory at intervals not to exceed 500-ft, in order to establish its compliance with the specifications. Only material which has been tested and approved by the Engineer shall be allowed to be incorporated into the work.
- C. The surface of any driveway or any other area which is disturbed by the trench excavation and which is not a part of the paved road shall be restored to a condition at least equal to that existing before work began.
- D. In sections where the pipeline passes through grassed areas, the Contractor, shall at his own expense, remove and replace the sod, or loam and seed the surface to the satisfaction of the Engineer.

### 3.10 DISPOSAL OF UNSUITABLE AND SURPLUS MATERIAL

- A. Excavated material shall be stacked without excessive surcharge on the trench bank or obstructing free access to hydrants and gate valves. Inconvenience to traffic and abutters shall be avoided as much as possible. Excavated material shall be segregated for use in backfilling as specified below.
- B. All surplus and/or unsuitable excavated material shall be disposed of in the following manner:
  - 1. Transport from City's property and legally dispose of. Any permit required for the hauling and disposing of this material beyond City's property shall be obtained prior to commencing hauling operations.
- C. Suitable excavated material may be used for fill if it meets the Technical Specifications for select common fill and is approved by the City.

Excavated material so approved may be neatly stockpiled at the site where designated by the City provided there is an area available where it will not interfere with the operation of the facility nor inconvenience traffic or adjoining property owners.

END OF SECTION



## SECTION 311050

### CLEANING

#### PART 1 - GENERAL

##### 1.1 REQUIREMENTS INCLUDED

- A. The Contractor shall execute cleaning, during progress of the Work, and at completion of the Work.

##### 1.2 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

#### PART 2 – PRODUCTS (NOT USED)

#### PART 3 – EXECUTION

##### 3.1 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

##### 3.2 FINAL CLEANING

- A. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- B. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- C. Prior to final completion, or City occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire Work is clean.

END OF SECTION

## SECTION 321010

### PAVEMENT REPAIR AND RESTORATION

#### PART 1 - GENERAL

##### 1.1 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment, incidentals, obtain any required right of-way permits and remove and replace pavements over trenches excavated for installation of water or sewer lines and appurtenances as shown on the Construction Plans and standard detail drawings.

##### 1.2 GENERAL

- A. Trenching, Backfilling and Compaction is included in Section 311020.

##### 1.3 SUBMITTALS

- A. Submit, in accordance with Section 013000, complete product data for materials specified in this Section.

#### PART 2 - PRODUCTS

##### 2.1 PAVEMENT SECTION

- A. Performance / Design Criteria:

1. Superpave designs are defined for equivalent single axle loads (ESAL) ranging from 0.3 to 100 million over 20-year paving life. Consider rate of loading to avoid rutting damage that occurs in first few years of paving life. Estimating ESAL over 20 years for paving designed for shorter life span will affect paving design criteria.
2. Pavement Design: Superpave Type SP-9.5 or Type SP-12.5 as shown or specified and in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction or on the plans.

- B. Asphalt Materials:

1. Use asphalt binder for superpave performance graded asphalt designs.
2. Provisional standard, AASHTO MP1a, includes requirements for low temperature testing procedures. Both standards use same performance

grades. Verify standard permitted by FDOT requirements.

3. Materials for asphalt paving shall comply with Florida Department of Transportation Standard Specifications for Road and Bridge Construction and the plans.

## 2.2 MIXES

### A. Asphalt Paving Mixtures:

1. Asphalt Paving Mixtures shall comply with Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

## PART 3 – EXECUTION

### 3.1 EXAMINATION

#### A. Section 017710 – Contract Closeout

B. Verify utilities indicated under paving are installed with excavations and trenches backfilled and compacted.

C. Verify compacted subbase is dry and ready to support paving and imposed loads.

1. Proof roll subbase with a vibratory roller weighing a minimum of eight (8) tons or a sheepsfoot roller, where appropriate, exerting a compression of at least 250 pounds psi on the tamper foot for at least five (5) passes in minimum two (2) perpendicular passes to identify soft spots.

2. Remove soft subbase and replace with compacted fill as specified in Section 311030.

D. Verify gradients and elevations of base are correct.

E. Verify manhole frames and drainage structures are installed in correct position and elevation.

### 3.2 PREPARATION

A. Prepare subbase in accordance with Florida Department of Transportation standards and the plans.

### 3.3 DEMOLITION

- A. Saw cut and notch existing paving as indicted on plans.
- B. Clean existing paving to remove foreign material, excess joint sealant and crack filler from paving surface.
- C. Repair surface defects in existing paving to provide uniform surface to receive new paving.
- D. Remove demolished asphalt from Site and dispose of properly.

#### 3.4 MILLING OF EXISTING ASPHALT PAVEMENT

- A. Perform all milling operations in accordance with Florida Department of Transportation standards.
- B. Remove existing raised pavement markers prior to milling.
- C. Do not disfigure adjacent Work.
- D. Provide a milling machine capable of maintaining a depth of cut and cross slope that will achieve the results specified in the Contract Documents.
  1. Milling machine shall have a minimum overall length (out to out measurement excluding the conveyor) of eighteen (18) feet and a minimum cutting width of six (6) feet.
  2. Milling machine shall be equipped with a built-in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results.
  3. The City or Engineer will approve any commercially manufactured milling machine that meets the above requirements. If it becomes evident after starting milling that the milling machine cannot consistently produce the specified results, the City or Engineer will reject the milling machine for further use.
  4. The Contractor may use a smaller milling machine when milling to lower the grade adjacent to existing curb or other areas where it is impractical to use the above described equipment.
  5. Milling machine shall be equipped with means to effectively limit the amount of dust escaping during the removal operation.
  6. For complete pavement removal, the Engineer may approve the use of alternate removal and crushing equipment.

E. Execute removal to depth not less than the depth(s) shown on the plans at each point across full width of surface without detrimental aggregate degradation.

F. Remove milled asphalt from project site and dispose of properly.

### 3.5 INSTALLATION

A. Subbase: Prepare subbase in accordance with Florida Department of Transportation Standards.

B. Prime Coat and Tack Coat: Install in accordance with Florida Department of Transportation Standards.

C. Single Course Asphalt Paving:

1. Install Work in accordance with Florida Department of Transportation Standards.
2. Place asphalt within 24 hours of applying primer or tack coat.
3. Place asphalt wearing course to thickness indicated on Plans/Details.
4. Compact paving by rolling to specified density. Do not displace or extrude paving from position. Hand compact in areas inaccessible to rolling equipment.
5. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks.

D. Double Course Asphalt Paving:

1. Install Work in accordance with Florida Department of Transportation Standards.
2. Place asphalt binder course within 24 hours of applying primer or tack coat.
3. Place binder course to thickness indicated on Plans.
4. Coordinate times for placement to allow for inspection and testing of each course.
5. Place wearing course within 24 hours of placing and compacting binder course.
6. When binder course is placed more than 24 hours before placing

wearing course, clean surface and apply tack coat before placing wearing course.

7. Place wearing course to thickness indicated on plans.
8. Compact each course by rolling to specified density. Do not displace or extrude paving from position. Hand compact in areas inaccessible to rolling equipment.
9. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

E. Asphalt Paving Overlay

1. Install Work in accordance with Florida Department of Transportation Standards.
2. Apply tack coat to existing paving surface at rate recommended by geotextile fabric manufacturer.
3. Place wearing course to thickness indicated on Plans.
4. Compact overlay by rolling to specified density. Do not displace or extrude paving from position. Hand compact in areas inaccessible to rolling equipment.
5. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

F. Place asphalt mixture when temperature is not more than 15 degrees F less than initial mixing temperature.

G. Curbs

1. Install extruded asphalt curbs of profile as indicated on plans.

3.6 TOLERANCES

- A. Flatness: Maximum variation of 1/4 inch measured with 10-foot straight edge.
- B. Scheduled Compacted Thickness: Within 3/16 inch.
- C. Variation from Indicated Elevation: Within 1/2 inch.

3.7 FIELD QUALITY CONTROL

- A. Asphalt Paving Mix Temperature: Measure temperature at time of placement.
- B. Asphalt Paving Thickness: ASTM D3549; test one core sample from every 1,000 square yards compacted paving.
- C. Asphalt Paving Density: Monitor the roadway density per FDOT standards with either 6-inch diameter roadway cores, a nuclear density gauge, or other density measuring device, at a minimum frequency of once per 1,500 feet of pavement.

3.8 PROTECTION

- A. Immediately after placement, protect paving from mechanical injury until surface temperature is less than 160 degrees F.
- B. Keep sections of newly compacted asphalt concrete, which are to be covered by additional courses, clean until the successive course is laid.
- C. Do not dump embankment or base material directly on the pavement. Dress shoulders before placing the friction course on adjacent pavement.

END OF SECTION

## SECTION 321028

### TOPSOIL

#### PART 1 - GENERAL

##### 1.1 WORK INCLUDED

- A. Furnishing all labor, materials, equipment, and incidentals necessary to furnish, prepare, and spread topsoil, fertilizer, lime, and mulch as specified herein.
- B. Consideration shall be given to City of North Port Code of Ordinances, Chapter 22 Article II, Section 22-57, Timing of Application, Fertilizer and Landscape Management.

##### 1.2 REFERENCE STANDARDS

- A. Florida Department of Transportation (FDOT):
  - 1. Standard Specifications for Road and Bridge Construction (Standard Specifications), latest edition.
  - 2. FDOT FM 1-T 267 – Florida Method of Test of Determination of Organic Content in Soils by Loss on Ignition.
- B. City of North Port:
  - 1. City of North Port Code of Ordinances, Chapter 22 Article II, Section 22-57, Timing of Application, Fertilizer and Landscape Management.

##### 1.3 SUBMITTALS

- A. General: Submit all submittals to the City in accordance with Section 013000, Shop Drawings, Submittals, and Samples.
- B. Required Submittals:
  - 1. Product Data: Product literature showing compliance with the requirements herein and including source/supplier information (as required):
    - a. Topsoil.
    - b. Lime.



- c. Fertilizer.
- d. Mulch.

## PART 2 - PRODUCTS

### 2.1 TOPSOIL

- A. Topsoil shall comply with the requirements of Section 162 – Prepared Soil Layer of the FDOT Standard Specifications for “Finish Soil Layer” and those requirements herein.
- B. Topsoil shall be reasonably free from subsoil, stumps, roots, brush, rock or stones exceeding two inches (2”) in diameter, clay lumps, trash, or other similar objects.
- C. Topsoil shall have a pH between 4.5 and 8.5 and shall have an organic content of 2.5 to 10 percent in accordance with FDOT FM 1-T 267.

### 2.2 LIME

- A. Lime shall be ground dolomite limestone, designated for agricultural use.

### 2.3 FERTILIZER

- A. Fertilizer shall comply with the requirements of Section 982 – Fertilizer of the FDOT Standard Specifications and those requirements herein.
- B. Fertilizer shall be a standard commercial fertilizer containing 12 percent nitrogen, 8 percent phosphoric acid, and 8 percent potassium.
- C. Fertilizer shall comply with the requirements of applicable state and federal laws and Code of the City of North Port Chapter 22 – Environmental and Natural Resources, Article II – Fertilizer and Landscape Management.

### 2.4 MULCH

- A. Mulch shall comply with the requirements of Section 981 – Turf Materials of the FDOT Standard Specifications.

## PART 3 – EXECUTION

### 3.1 PREPARATION OF AREA

- A. Clear stones larger than two inches (2”) in diameter, sticks, and other debris which might interfere with the establishment, growth, or maintenance of acceptable turf and roller the area before applying

fertilizer and limestone.

### 3.2 PLACING TOPSOIL

- A. Evenly spread topsoil prepared area to a uniform depth of 4 inches, after compaction. Spreading shall not be done when the ground or topsoil is excessively wet or otherwise in a condition detrimental to the work. Spreading shall be carried on so that sodding operations can proceed with a minimum of soil preparation or tilling.
- B. After spreading, any large stiff clods and hard lumps shall be broken with a pulverizer or by other effective means and any subsoil, stumps, roots, brush, rock or stones exceeding 2 inches in diameter, clay lumps, trash, or other similar objects shall be removed.
- C. The final topsoil surface shall conform to the required lines, grades, and cross sections.
- D. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.

### 3.3 PLACING LIME, FERTILIZER, AND MULCH

- A. The rate and method of application of lime, fertilizer, and mulch shall comply with the recommendations of the supplier and the requirements of Code of the City of North Port Chapter 22 – Environmental and Natural Resources, Article II – Fertilizer and Landscape Management

### 3.4 DISPOSAL OF WASTE MATERIALS

- A. The Contractor shall dispose of all material and debris generated by hauling such material and debris away to an approved facility.

END OF SECTION

## SECTION 321030

### RESTORATION BY SEEDING OR SODDING

#### PART 1 - GENERAL

##### 1.1 SCOPE

- A. The work in this section consists of furnishing all labor, material and equipment to restore all areas disturbed during construction to match preconstruction conditions. Establish a stand of grass within the areas disturbed by furnishing and placing grass sod where required, or by seeding and mulching areas not requiring sod.

##### 1.2 REFERENCES

- A. Use materials conforming to the requirements of Florida Department of Transportation Standard Specifications for Road and Bridge Construction as follows:
1. Section 570 – Performance Turf
  2. Section 981 – Turf Materials
  3. Section 982 – Fertilizer
  4. Section 983 – Water for Grassing
- B. City of North Port Administrative Code, Chapter 22 Environmental and Natural Resources, Article II – Fertilizer and Landscape Management

##### 1.3 SUBMITTALS

- A. Submit certifications and identification labels for all seeding or sodding supplied in accordance with Division 01 General Requirements, Section 013000 Shop Drawings, Submittals and Samples.

#### PART 2 - PRODUCTS

##### 2.1 SODDING

- A. Types: Sod may be of either St. Augustine or Argentine Bahia grass or as that disturbed, as established prior to construction. Use well matted sod with roots. When replacing sod in areas that are already sodded, use sod of the same type as the existing sod.

- B. Provide sod as required in accordance with Florida Department of Transportation Specifications. Furnish sod equal to and similar in type as that disturbed. Place and water in accordance with FDOT Specifications.
- C. Use sod in commercial-size rectangles, preferably 12-inch by 24-inch or larger, except where 6-inch strip sodding is called for.
- D. Use sod that is sufficiently thick to secure a dense stand of live grass. Use sod that is live, fresh and uninjured at the time of planting, having a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be reasonably free of weeds and other grasses. Plant sod as soon as possible after being dug, and shade and keep moist from the time it is dug until it is planted.
- E. Handle sod in a manner to prevent breaking or other damage. Do not handle by dumping from trucks or other vehicles. Use care to retain the native soil on the roots of each sod roll during stripping and handling. Sod that has been damaged by handling during delivery, storage or installation will be rejected.
- F. Swales: Place sod to the proper grade and cross section in all flow areas to ensure the design flow of water in the ditch. In excavating for the placement of sod, provide a minimum of 3 inches of undercut.

## 2.2 FERTILIZER

- A. Supply chemical fertilizer in accordance with the City of North Port Administrative Code, Chapter 22 Environmental and Natural Resources, Article II – Fertilizer and Landscape Management.

## 2.3 EQUIPMENT

- A. Spread fertilizer uniformly at the specified rate.

## 2.4 SEEDING

- A. Seed all unpaved areas disturbed during construction that do not require sod. Complete all seeding in conformance with FDOT Specifications Sections 570 and 981. Mulch the grassed areas in accordance with FDOT Specifications. Fertilize the grassed areas in accordance with City of North Port Administrative Code.
- B. Provide mulch material free of weeds. Mulch shall be oat straw or rye, Pangola, peanut, Coastal Bermuda, or Bahia grass hay.

- C. All seeds must have been tested within 6 months of planting. Submit a seed bag tag with final payment requests from each type or mixture of seed used.

## 2.5 TOPSOIL

- A. Topsoil stockpiled during excavation may be used. If additional topsoil is required to replace topsoil removed during construction, it shall be obtained off site at no additional cost to the City. Topsoil shall be fertile, natural surface soil, capable of producing all trees, plants, and grassing specified herein.

## 2.6 MULCH

- A. Furnish small grain straw mulch. Apply mulch at a rate of 1.5 tons per acre, corresponding to a depth not less than 1-inch or more than 3-inches according to texture and moisture content of mulch material. Apply asphalt emulsion at a rate of 150 gallons per ton of straw to anchor the straw applied.

## 2.7 WATER

- A. It is the Contractor's responsibility to supply all water to the site, as required during seeding and sodding operations and through the maintenance period and until the work is accepted. The Contractor shall make any arrangements that may be necessary to ensure there is an adequate supply of water to meet the needs for the work. Furnish all necessary hose, equipment, attachments, and accessories for the adequate irrigation of lawns and planted areas as may be required. Water shall be suitable for irrigation and free from ingredients harmful to plant life.

## PART 3 – EXECUTION

### 3.1 SOD BED PREPARATION

- A. Clear areas to be sodded and/or seeded of all rough grass, weeds, and debris, and bring soil to an even grade.
- B. Thoroughly till soil to a minimum 4-inch depth.
- C. Bring area to proper grade, free of sticks, stones, or other foreign matter over 1 inch in diameter or dimension. The surface shall conform to finish grade, less the thickness of sod, free of water-retaining depressions, the soil friable and of uniformly firm texture.

### 3.2 INSPECTION

- A. Verify that any related preceding work has been completed.
- B. Do not start work until conditions are satisfactory.

### 3.3 SOD HANDLING AND INSTALLATION

- A. During delivery, prior to planting, and during the planting of sod areas, protect the sod panels from excessive drying and unnecessary exposure of the roots to the sun. Stack sod during construction and planting so it is not damaged by sweating or excessive heat and moisture.
- B. After completion of preparation as specified above, lay sod panels tightly together to make a solid sodded lawn area. On mounds and other slopes, the long dimension of the sod shall be laid perpendicular to the slope. Immediately following sod laying, roll the lawn areas with a lawn roller customarily used for such purposes, and then thoroughly water.
- C. Place sod at all areas where sod existed prior to construction, on slopes of 3 horizontal to 1 vertical (3:1) or greater, in areas where erosion of soils will occur, and as directed by the Engineer or Owner. On areas where the sod may slide, due to height and slope, the Engineer or Owner may direct that the sod be pegged, with pegs driven through the sod blocks into firm earth, at suitable intervals.

### 3.4 SOD MAINTENANCE

- A. The sod shall produce a dense, well-established growth. Repair and re-sod all eroded or bare spots until project acceptance. Repair to sodding shall be accomplished as in the original work.
- B. Perform sufficient watering to maintain adequate moisture for optimum development of the seeded and sodded areas, and no less than 1.5 inches of water per week for at least 2 weeks. Thereafter, apply water for a minimum of 60 days as needed until the sod takes root and starts to grow or until final acceptance, whichever is latest.

### 3.5 FERTILIZER RESTRICTIONS

- A. Consideration shall be given to City of North Port Code of Ordinances, Chapter 22 Article II, Section 22-57, Timing of Application, Fertilizer and Landscape Management. City of North Port Resolution Number 2018-R-26 which encourages a voluntary non-use of fertilizer year-round shall also be considered.

3.6 GUARANTEE

- A. Guarantee a live and vigorous stand of permanent grass at the time of acceptance of the work consisting of 80 percent minimum coverage for seeded grass areas with no bare spots greater than 5 square feet.

3.7 CLEANING

- A. Remove debris and excess materials from the project site.

END OF SECTION

## SECTION 336040

### MANHOLES, FRAMES, AND COVERS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section Includes: Requirements for providing sewer manholes and all other appurtenances for a complete installation. Provide precast reinforced concrete manholes conforming to ASTM C478 in accordance with the Drawings and Details.
- B. See Related Work Specified in Other Division 33 Sections

##### 1.2 REFERENCE

- A. Codes and standards referred to in this Section are:
  - 1. ASTM C 76 - Specification for Reinforced Concrete Culvert, Storm Drain and Sewer Pipe.
  - 2. ASTM C 478 - Specification for Precast Reinforced Concrete Manhole Sections
  - 3. ASTM C 32 - Specification for Sewer and Manhole Brick (Made for Clay or Shale)
  - 4. ASTM C 443 - Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets [Metric]

##### 1.3 SUBMITTALS

- A. Shop Drawings: Submit shop drawings of sewer manholes as specified in Division 1.
- B. Quality Control: Submit shop and field test reports of concrete samples tested in an approved laboratory.

##### 1.4 DELIVERY, STORAGE AND HANDLING

- A. General: Take every precaution to prevent injury to the manhole sections during transportation and unloading. Unload manhole sections using skids, pipe hooks, rope slings, or suitable power equipment, if necessary, and keep the sections under control at all times. Do not allow



the manhole sections to be dropped, dumped or dragged under any conditions. Follow applicable requirements specified in Division 1.

- B. Damaged Section: If any manhole section is damaged in the process of transportation or handling (see Section 2.3.C below), contact the NPU for visual inspection. If NPU deems it necessary to reject the manhole section, reject and immediately remove such sections from the site, and replace the damaged manhole sections at no increase in Contract Amount.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. See City Approved Material List, for acceptable manufacturers of plastic joint sealing compound and sewer manhole frames and covers.

### 2.2 MATERIALS

- A. Concrete, Steel Reinforcement and Aggregates: Provide reinforced concrete, cementitious materials, aggregates and steel reinforcement conforming to the requirements of ASTM C 478, with 4,000 psi concrete, Grade 40 reinforcement bars, Type II cement, and a minimum wall thickness of 8 inches.
- B. Steel reinforced polymer concrete manholes may be furnished and installed instead of the Type II cement manholes described above. If provided, steel reinforced polymer concrete manholes shall not require interior and exterior protection as described in part 3.1 F and 3.1 G. All steel reinforced polymer concrete structures shall be supplied by a qualified company with a minimum of 5 years' experience manufacturing polymer concrete. All steel reinforced polymer concrete structures shall be manufactured and installed in accordance with the applicable requirements of ASTM C76, C478, C443, D6783, C33, C267, A82, A165, A496, A497, A615, and A615M.
- C. Manhole Frames and Covers: Provide manhole frames and covers as shown on the Drawings and Details. Castings for manhole frames, covers and other items shall conform to the ASTM Designation A48, Class 30. Castings shall be true to pattern in form and dimensions and free of pouring faults and other defects in positions which would impair their strength, or otherwise make them unfit for the service intended. The surfaces between frames and covers shall be machined to fit true so the frames and covers do not shift under traffic conditions or permit entry of storm water from flooding. Lifting or "pick" holes shall be provided, but shall not penetrate the cover. The words SANITARY SEWER, as well as City of North Port shall be cast in all manhole covers except those

owned by a private party. All manhole frames and covers shall be traffic bearing unless otherwise specified. Frames and covers shall be fully bedded in mortar to the correct finished grade elevation with materials shown in the Drawings and Details.

- D. Preformed Joint Sealing Compound: Provide preformed joint sealing compound for joining manhole sections.
- E. Concrete Protective Liner: Provide concrete protective liner approved by Engineer and NPU.
- F. Pipeline Connections: Provide neoprene boots with type 316 stainless steel clamps of a design approved by the Engineer, NPU, or designee for joining sewers to manhole riser sections. Fill the unfilled portion of the connection with mortar or concrete to guarantee a watertight seal.
- G. Doghouse Manholes: Doghouse manholes over existing sanitary sewer pipes are permitted. Provide a concrete base a minimum of 8 inches thick, with proper reinforcing rods to prevent cracking. Pour concrete base upon a 12-inch base of gravel. Precast manhole rings may be set in the concrete over the existing pipe. Concrete should then be used to form both the bench and to seal the pipe entrances, both inside and especially outside. Once dry, remove the top of the pipe in the manhole.
- H. Standard Manholes: The standard manhole shall be 4 feet or more in depth measured from the base of the cover frame to the top of the concrete footing and shall be of the concentric cone type, as shown in the Standard Details. If the manhole is 4 feet or less in depth, it shall be classified as a "Shallow Manhole" as specified below.
- I. Shallow Manholes: The shallow manhole shall be 4 feet or less in depth measured from the base of the cover frame to the top of the concrete footing and shall be of flat top construction, as shown in the Standard Details.
- J. Manhole Inverts: Form manhole inverts from concrete having a minimum 28-day compressive strength of 2,500 psi, and as shown in the Standard Details. Inverts for "straight-through" manholes may be formed by laying the pipe straight through the manhole, pouring the concrete invert, and then cutting out the top half of the pipe. Construct curved inverts of concrete, as shown in the Standard Details, and form a smooth, even, half pipe section. Precast inverts may be used, however, no large "bowls" shall be permitted in the center of the manhole. To alleviate this problem, grout the invert to form a smooth, uniform invert as shown in the Standard Details. Maintain a 0.1-foot drop across the manhole.
- K. Inflow Protectors: At the discretion of NPU, install an inflow protector manufactured from a high-quality 304 stainless steel with a consistent thickness of not less than 18-gage. The inflow shall have a deep-dish

bowl design with no less than 8 inches in depth to allow easy and unobstructed removal of the manhole cover. The manhole inflow protector is to be manufactured with a one-piece rubber gasket installed at the factory for a tight, consistent fit. The rubber gasket is to be designed to securely wrap around the entire leading edge of the inflow protector at the point where it comes in contact with the manhole frame and cover. The wrap around rubber gasket is to be manufactured to a width of no less than 3/8 inches, consistent on top and bottom of the leading edge of the inflow protector. The gasket shall be no more than 3/32 inches thick. The insert removal handle shall be manufactured of a high-quality stainless steel for strength and durability. The handle is installed in such a way that it does not interfere with the installation or removal of the manhole lid. The insert handle will be manufactured to withstand a minimum pull force of 500 pounds before it fails or separates from the insert. The inscription "PROPERTY OF CITY OF NORTH PORT UTILITIES" shall be etched, at the base of the handle frame, to provide a long-lasting identification marker for the City.

- L. Chimney Seals: Install a minimum of two (2) precast concrete or HDPE riser rings with a chimney seal between manhole and cast iron frame.

## 2.3 SOURCE QUALITY CONTROL

- A. If requested by NPU, Engineer, or designee, at least three cylinders shall be taken each day that manhole sections are cast, with batch samples to be designated by the laboratory representative. At least one set of cylinders will be taken from each 9 cubic yards of concrete used in manhole section construction. These samples will be tested for strength. If the samples fail to meet specified minimum concrete strength requirements, all manhole sections manufactured from the concrete from which the cylinders were made will be rejected.
- B. NPU, Engineer, or designee reserves the right to core manholes either at the job site or point of delivery to validate strength of concrete and placement of steel. If cores fail to demonstrate the required strength or indicate incorrect placement of reinforcing steel, all sections not previously tested will be considered rejected until sufficient additional cores are tested, at no increase in Contract Amount, to substantiate conformance to these requirements.
- C. Components of the manhole shall be free of fractures, cracks, and undue roughness. Concrete shall be free of defects, which indicate improper mixing or placing, and surface defects such as honeycomb or spalling. Cracks or broken ends due to improper handling will not be acceptable. No lift holes will be allowed except in rise and corbel sections. These holes shall not penetrate the wall and shall be filled with non-shrink grout after installation.

## PART 3 – EXECUTION

### 3.1 INSTALLATION

- A. Lifting Holes: Grout lifting holes through the structure with non-shrink grout.
- B. Precast Base: Provide a precast base of not less than 8 inches in thickness with a minimum dimension across the precast base of 72 inches poured monolithically with the bottom section of the manhole walls, reinforced, with a minimum 28-day compressive strength of 4,000 psi.
- C. Joining Manhole Sections: Join precast sections using plastic joint sealing compound and trimmed prior to grouting. The first construction joint shall be not less than 2 feet above the base slab. Use tongue and groove joints suitable for the flexible gasket. Use nonshrink grout inside and outside for sealing between manhole precast sections. Grout shall be of a type acceptable to the Engineer, NPU, or designee and designed for use in water. Seal all openings and joints watertight.
- D. Top Termination: Terminate manhole tops at such elevations as will permit laying up grade rings under the manhole frame to make allowances for future street grade adjustments.
- E. Drop Connections: Manufacture drop connections, where required on precast manholes, with the manhole elements at the casting yard. Drop manholes shall be constructed per the NPU Standard Details.
- F. Internal Protection: Provide internal protection for all manholes by either of the following (not required for steel reinforced polymer concrete manholes as described in 2.2 B. above):
  - 1. Green Monster Liner (GML), or
  - 2. IET Coating system, or
  - 3. Raven Lining Systems

Install the coating systems per manufacturer's recommendation and completely protect the structure from corrosion. The liner or coating systems must extend and seal onto manhole ring, seal onto and around pipe openings, and any other protrusions, completely cover the bench and flow invert. Provide a ten (10)-year unlimited warranty on all workmanship and products. The work includes the surface preparation and application of the coating or liner system and shall protect the

structure for at least five (5) years from all leaks and from failure due to corrosion from exposure to corrosive gases such as hydrogen sulfide. Repair internal coating of existing manholes cored during tie-in of new sewers by applying approved coating material as listed above in accordance with the manufacturer's recommendations. If existing manhole has an internal coating other than that listed above, sandblast the interior of the existing manhole and apply an approved coating in accordance with the manufacturer's recommendations.

- G. Coal Tar Epoxy: Coat all manhole, wet well, and valve vault exteriors with two (2) coats of coal tar epoxy to a minimum thickness of 8 dry mils (not required for steel reinforced polymer concrete manholes as described in 2.2 B. above).

END OF SECTION

## SECTION 336060

### TELEVISION INSPECTION

#### PART 1 - GENERAL

##### 1.1 SCOPE OF WORK

- A. After rehabilitation, each designated section shall be visually inspected during sealing operations by means of a closed-circuit television. The inspection will be done one section at a time and the section being inspected will be suitably isolated from the remainder of the sewer line as required.
- B. Video recordings shall be made of the television inspections and both copies of the recordings and printed inspection logs shall be supplied to the Owner and Engineer.

#### PART 2 - PRODUCTS

##### 2.1 MATERIALS

- A. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be operative in 100 percent relative humidity conditions. The camera, television monitor and other components of the video system shall be capable of producing a minimum 500-line resolution video picture. Picture quality and definition shall be to the satisfaction of the Owner and Engineer. The lighting system shall minimize reflective glare.

#### PART 3 – EXECUTION

##### 3.1 PERFORMANCE

- A. The camera shall be moved through the line against the flow, at a uniform rate, stopping when necessary to insure proper documentation of the sewer's condition but in no case will the television camera be pulled at a speed greater than 30 fpm. Manual winches, power winches, TV cable and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation the television camera will not pass through the entire manhole section, the Contractor shall re-set up his/her equipment

in a manner so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire section, the Contractor shall remove the obstruction by excavation and replacement of that section of pipe as specified herein.

- B. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication shall be set up between the two manholes of the section being inspected to ensure that good communications exist between members of the crew.
- C. The accuracy of the measurements cannot be stressed too strongly. Measurement for location of defects shall be above ground by means of a meter device. Marking on cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Measurement meters will be accurate to two tenths of a foot over the length of the section being inspected. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape or other suitable device.
- D. Documentation of the television results shall be as follows:
  - 1. Television Inspection Logs
    - a. Printed location records shall be kept by the Contractor and will clearly show the location, in relation to adjacent manholes, of each source of infiltration discovered. In addition, other data of significance including the locations of building and house service connections, along with an estimation of infiltration from such services, joints, unusual conditions, roots, storm sewer connections, collapsed sections, presence of scale and corrosion and other discernible features will be recorded and a copy of such records will be supplied to both the Owner and the Engineer.
  - 2. Video recordings of the data on the television monitor shall be made by the Contractor copies of which, in digital format, shall be provided to the Owner.

END OF SECTION

## SECTION 336065

### GRAVITY SEWER SYSTEM SMOKE TESTING

#### PART 1 - GENERAL

##### 1.1 SCOPE

- A. Furnish all labor, materials, equipment and incidentals required and smoke test those sewers designated and submit all corresponding field data forms identifying potential sources of inflow discovered as a result of smoke testing.
- B. Undertake a physical survey concurrent with smoke testing for the purpose of identifying sources of infiltration/inflow (I/I).

##### 1.2 SUBMITTALS

###### A. SUBMIT THE FOLLOWING:

1. Schedule of smoke testing work as well as notifying the Engineer, City, and City's Fire Chief of the time and location of all smoke testing prior to commencing.
2. Manufacturer's data sheets on the smoke candles and the blower to be used on the project.
3. Proposed field data gathering and observation forms prior to the start of the work.

#### PART 2 - PRODUCTS

##### 2.1 MATERIALS

- A. The "Smoke Candles" used in smoke testing shall be acceptable for both indoor and outdoor use, shall be non-contaminating and shall leave no residue to stain clothing or the interior of buildings.

##### 2.2 EQUIPMENT

- A. The air blower used to force smoke the into sewer pipe shall have a minimum capacity rating of 1,500 cfm and a maximum capacity rating not to exceed 3,750 cfm.
- B. A metal basket shall be used to hold and retrieve the smoke candles.



## PART 3 – EXECUTION

### 3.1 TESTING

- A. Sewer sections shall be smoke tested by setting the blower at the up-stream manhole and blowing the smoke to the down-stream manhole.
- B. Isolate the sewer line section to be tested by installing sewer plugs to shut off the flow completely in the sewer system up-stream of the sewer section to be tested.
- C. Install an inflatable sewer plug in the down-stream sewer section and inflate the down-stream sewer plug after a heavy concentration of smoke arrives.

#### D. Testing Locations

##### 1. Residential Areas

- a. Up to three reaches not exceeding a total of 500 linear feet of sewer line may be tested at one time based on the use of a blower with a maximum capacity rating of 1,500 cfm. Up to five reaches not exceeding a total of 1,200 linear feet of sewer line may be tested at one time based on the use of a blower with a maximum capacity rating of 3,750 cfm.

##### 2. Industrial-Apartment Complex Areas

- a. Up to two reaches not exceeding a total of 400 linear feet of sewer line may be tested at one time based on the use of a blower with a maximum capacity rating of 1,500 cfm. Up to three reaches not exceeding a total of 900 linear feet of sewer line may be tested at one time based on the use of a blower with a maximum capacity rating of 3,750 cfm.

#### E. Candles

- 1. In Residential Areas a minimum of one three (3) minute smoke candle shall be simultaneously used for each reach of sewer in the sewer section tested.
- 2. In Industrial-Apartment Complex Areas a minimum of two three (3) minute smoke candles shall be simultaneously used for the first reach of sewer, increased by one three (3) minute smoke candle for each additional reach of sewer in the sewer section tested.

- F. The metal basket used to hold and retrieve smoke candles shall be placed as close as possible to the sewer pipe invert during testing.
- G. Testing shall not be done during rainy weather and testing shall be closely monitored on windy days. If smoke coming out of the ground is blown away so quickly as to escape accurate detection, testing will cease until such time that conditions permit.
- H. Be solely responsible for the operations and for preventing sewer backups into area homes and causing sewage overflow.
- I. Adequately notify residents/occupants, fire department and other affected by smoke testing as to time and place of the smoke testing.
- J. Be solely responsible for the safety of their crews.
- K. The Engineer, City, or his/her project representative reserves the right to observe field crews and evaluate effectiveness of identifying returns.

### 3.2 RECORDING OF FIELD OBSERVATIONS

- A. Document observations regarding each leak identified on a smoke sketch log. The smoke sketch shall include manhole numbers, direction of sewer flow, direction of smoke, manhole condition, sewer length, date, mini-system number, test number per date, crew, weather condition, wind condition, smoke intensity, infiltration probability function, address and other comments.
- B. Photograph using digital camera. Each photograph shall show the smoke escaping, at the source, in the foreground with the reference structure in the background. The photographs shall be attached to the field data gathering and observation form and provided electronically.
- C. The address or house number shall be recorded under the sketch. A description of the leak, possible cause and recommended suggested rehabilitation method shall be recorded on the field data gathering and observation form.
- D. The sketch shall provide a north arrow orientation. A sketch of the building and/or structure shall be drawn. A minimum of two tie measurements from permanent reference points to the smoke leak shall be shown, or identify the location of the smoke leak with GPS coordinates.
- E. Document as part of the physical survey any aspect defect contributing to infiltration/inflow for the City to undertake further evaluation. The physical survey shall identify such suspected I/I sources as:

1. Leaking manhole bottoms
2. Leaking manhole riser
3. Manhole ponding area
4. Manhole frame not attached to manhole structure
5. Exposed brickwork not grouted
6. Leaking pipes at manhole

END OF SECTION

## SECTION 336070

### SEWER LINE AND MANHOLE CLEANING

#### PART 1 - GENERAL

##### 1.1 SCOPE

- A. Furnish all labor, materials, equipment and incidentals required to clean sewer pipe and fittings installed and/or rehabilitated, complete as shown on the Drawings and/or as specified herein.
- B. Cleaning shall include proper high pressure water jetting, rodding, bucketing, brushing and flushing of sewers, pipeline rehabilitation or replacement, point repairs, manhole preparation, and testing operations. City staff will perform inspections by closed circuit television (CCTV)
- C. Goal of cleaning is to remove debris, roots, intruding services, deposits, and other blockages to a minimum of 95 percent open. Contractor shall perform sewer cleaning work to an acceptable level as necessary to perform a thorough television inspection of sewer. Note that the television inspection will be performed by City staff, If pipe condition is such that cleaning may cause a potential collapse, then pipe shall be televised without attempting to clean it to 95 or 98 percent condition, pending approval by the Engineer and City.

##### 1.2 RELATED WORK

- A. Gravity Sewer System Smoke Testing in Section 336065
- B. Manhole Rehabilitation in Section 336080

##### 1.3 SUBMITTALS

- A. Submit a safety plan prior to performing any on-site work that includes the following as a minimum:
  - 1. Confined Space Entry.
  - 2. Personal Protective Equipment.
- B. Closeout Documents: Submit one complete set of documentation regarding inspections and work performed. Based on work scope, submit written reports, photographs taken, and USB flash drives that

incorporate color video recordings.

#### 1.4 QUALITY ASSURANCE

Contractor shall have a minimum of five years' experience in sewer line and underground structure cleaning. Submit a list of at least three customers who have had similar work completed. Furnish trained and qualified technicians with proper experience operating equipment that is being used on this project.

#### 1.5 SYSTEM DESCRIPTION

- A. This project will provide construction services in accordance with the Inflow and Infiltration (I/I) rehabilitation of sanitary sewers and manholes.

#### 1.6 PROJECT/SITE REQUIREMENTS

- A. Recording of Field Observations.
- B. Traffic Control: Coordinate traffic control required to perform work of this Section with the City.

#### 1.7 DEFINITIONS

- A. Light Cleaning: Small amounts of debris existing within sewer line and where sewer reaches do not require heavy cleaning, as defined below, and that produce little or no debris.
- B. Heavy Cleaning: Large deposits of debris or heavy root growth existing within sewer line and where sewer reaches require debris removal of depths up to 25 percent of pipe height.

### PART 2 - PRODUCTS

#### 2.1 EQUIPMENT

- A. Hydraulic Sewer Cleaning Equipment:
  1. Equipment used shall be of a movable dam type and be constructed so that a portion of the dam may be collapsed at any time during cleaning operation to protect against flooding of sewer. Movable dam shall be same diameter as pipe being cleaned and shall provide flexible scraper around outer periphery to ensure total removal of grease. If sewer cleaning balls or other such equipment which cannot be collapsed instantly are used, take special precautions against flooding of sewers and public or private property.

B. High Velocity Jet (Hydrocleaning) Equipment:

1. Have a minimum of 500 feet of high pressure hose.
2. Have a selection of two or more velocity nozzles that are capable of producing a scouring action from 15 to 45 degrees in all size lines to be cleaned. Also include a high velocity gun for washing and scouring manhole walls and floor.
3. Be capable of producing a minimum of 80 gallons per minute flows from a fine spray to a long distance solid stream and delivering up to 1,000 psi. Be able to carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel. Locate controls so equipment can be operated above ground. Select flowrates and pressures as required for each size of sewer, type of debris, and amount of debris, and as recommended by nozzle manufacturers.
4. Have a water tank, auxiliary engines and pumps, and a hydraulically driven hose reel.
5. Have root cutting blades that are hydraulically spun.

C. Mechanical Cleaning Equipment:

1. Bucket machines shall be in pairs and with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe shall not be acceptable.
2. Power rodding machines shall be either sectional or continuous type capable of holding a minimum of 750 feet of rod. Rod shall be specifically treated steel. To ensure safe operation, machine shall have a fully enclosed body and an automatic safety release clutch or relief valve.

## PART 3 – EXECUTION

### 3.1 GENERAL

- A. Cleaning Precautions: During sewer cleaning operations, satisfactory precautions shall be taken in use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard flow in sewer line are used, precautions shall be taken to ensure that water pressure created does not damage or cause flooding of public or private property being served by sewer. When possible, flow of sewage in sewer shall be utilized to provide necessary pressure for hydraulic cleaning devices. When additional water from fire hydrants is necessary

to avoid delay in normal work procedures, water shall be conserved and not used unnecessarily.

- B. No sewer cleaning shall take place in a particular sewer segment until upstream pipe segments have been cleaned. If cleaning is done in a downstream pipe segment to facilitate overall cleaning operations, segment shall be re-cleaned at no additional cost to City, after pipes upstream of that segment have been cleaned.
- C. Sewer line walls shall be cleaned adequately to provide for proper operation of joint testing and sealing equipment or internal inspection to discern structural defects, misalignment and infiltration/inflow sources. Cleaning shall be performed immediately prior to joint testing and sealing and internal inspection to preclude build-up of debris from infiltration/inflow sources and discharges from upstream pipeline sections.
- D. Designated sewer manhole sections shall be cleaned using hydraulically propelled, high velocity jet, or mechanically powered equipment. Selection of equipment used shall be based on conditions of lines at the time the work commences. Equipment and methods selected shall be satisfactory to the City. If cleaning of an entire section cannot be successfully performed from one manhole, equipment shall be set up on other manhole and cleaning again attempted. If, again, successful cleaning cannot be performed or equipment fails to traverse entire manhole section, it will be assumed that a major blockage exists and cleaning effort shall be repeated with other types of equipment. Immediately report any blockages to the Engineer or City.
- E. Water for sewer cleaning shall be purchased by Contractor and obtained at locations in accordance with utility owner. If water is obtained from a potable supply, provide appropriate backflow prevention devices as required by authority having jurisdiction to protect potable system from cross connections and contamination. Contractor shall be solely responsible for preventing cross contamination of any public or private water systems used for this purpose.

### 3.2 PREPARATION

- A. Selection of cleaning equipment shall be based on conditions of manhole and sewer lines at the time the work commences. Equipment and methods selected shall be acceptable to Engineer. Acceptance of proposed method of cleaning does not relieve Contractor of its responsibility to adequately remove dirt, grease, rocks, sand, and other materials and obstructions from sewer lines and manholes to allow performance of other work.

- B. Take satisfactory precautions to protect sewer lines from damage that might be caused by improper use of cleaning equipment. Whenever using hydraulically propelled cleaning tools that depend upon water pressure to provide their cleaning force, or any tools that retard flow of water in sewer line, take precautions to ensure that water does not cause damage or flooding to public or private property.
- C. No fire hydrant shall be obstructed in case of a fire in area served by hydrant.
- D. Remove water meters, piping, and related equipment from fire hydrants at end of each work day.

### 3.3 PERFORMANCE

- A. Selection of cleaning equipment shall be based on conditions of manholes and sewer lines at the time the work commences based on pre-construction CCTV inspection to be conducted by the City.
- B. Contractor shall provide appropriate screening to stop passing of materials into downstream sewers. Sludge, dirt, sand, rocks, grease, and other solid or semisolid residue, debris, and material resulting from cleaning operations shall be removed at downstream manhole of section of sewer being cleaned. Passing material from manhole section to manhole section which could cause line stoppages, accumulations of sand in wet wells, or damage to pumping equipment shall not be permitted.
- C. Debris, residue, and other materials resulting from cleaning operations shall become property of the Contractor and shall be removed from site at end of each workday and shall be disposed of in an approved and lawful manner. Under no circumstances will accumulation of debris, residue, and other matter be permitted on site beyond stated time, unless prior written authorization is given for storage in totally enclosed containers.
- D. Light Cleaning: Use balls, scooters, and three (3) passes of high pressure water jetting equipment, brushes and swabs. Costs related to cleaning of such sewers shall be included in Contractor's unit prices for Cleaning.
- E. Heavy cleaning: Use bucket machines, scrapers, and augers with cleaning which requires more than three (3) passes with hydraulic cleaning equipment to achieve acceptance acceptable results. Heavy cleaning will be conducted only upon approval and direction of Engineer or the City. Refer to Section 012663 Change Order Procedures as applicable to a particular project. Costs related to



cleaning of such sewers shall be included in Contractor's unit prices for Heavy Cleaning. Compensation for heavy cleaning of a particular line will only be paid if:

1. Heavy cleaning was authorized by Engineer or the City prior to Contractor performance of the work.
2. Contractor proves that both significant time and effort was necessary to clean the line, i.e. time required to clean and inspect the line must have been at least twice the average time required to clean and inspect other sewers of comparable length and diameter in project area.
3. Adequate video proof of blockage, debris, grit or grease build-up, or other condition is provided by Contractor. Heavy Cleaning will be paid for on a lineal foot basis only for length required to be cleaned, i.e., from downstream manhole to approximate location of heavy cleaning. This may or may not include entire pipe section, unless otherwise approved by Engineer or City.

F. Obtain video proof of heavy cleaning by acquiring a 'before' video of accessible portions of obstructed reach; submit to Engineer and the City along with completed inspection.

1. A submerged camera does not justify a need for heavy cleaning; proof that submergence was due to a blockage or heavy debris and not a sag in the line will be required.

G. Pipes that contain roots or debris depths greater than 25 percent of pipe height may be paid on a time and material basis, upon approval by the Engineer or City. Engineer or City may determine any individual pipe be cleaned on a time and material basis.

H. Flushing of sanitary sewers to facilitate cleaning activities without the capture of solids and debris is expressly prohibited.

I. Retrieval of equipment lodged in pipes or a wet well is Contractor's responsibility and shall be performed at Contractor's expense.

NOTE: Bid item should be included for hourly rate for the excessive heavy cleaning described in Item G above.

### 3.4 FIELD QUALITY CONTROL

A. Acceptance of sewer line cleaning shall be contingent on satisfactory completion of the City's performed television inspection. If television inspection shows cleaning to be unsatisfactory, sewer line shall be re-cleaned and re-inspected until cleaning is shown to be satisfactory.

- B. If internal joint testing and sealing is to follow cleaning, give particular attention to adequacy of cleaning to ensure that proper seating of sealing packer can be achieved.
- C. Inspection of cleaning operations will be made on a daily basis by the Engineer or City.

3.5 CLEANING

- A. Upon cleaning of underground sewer lines or structures, removal remove debris from finish grade and clean work areas so conditions at conclusion of the work are equal to or better than areas prior to work of this Section.

END OF SECTION

## SECTION 336080

### MANHOLE REHABILITATION

#### PART 1 - GENERAL

##### 1.1 SCOPE

- A. Furnish all labor, materials, equipment, and incidentals required to rehabilitate manholes as noted on the Plans and as specified herein.
- B. Where indicated in the Plans or as directed by the Engineer or NPU work may require, patching manhole exterior; stopping infiltration with chemical grout; rebuilding invert and benching; resetting or replacing manhole frame and cover assemblies; installing chimney seals, adjusting elevation of manhole frame and cover.
- C. Remove manhole steps unless otherwise directed by the NPU or the Engineer.
- D. Eliminate active infiltration observed in the frame seal, chimney (corbel for brick manholes), cone, wall, bench, invert, holes, or pipe connections prior to applying the manhole lining system.
- E. Reinstall existing manhole rings and covers removed to allow the completion of the rehabilitation work. Restore the site to its pre-maintenance condition. Perform post-rehabilitation CCTV inspections.
- F. Maintain sanitary sewer flows.

##### 1.2 RELATED WORK

- A. Contract Drawings show the manholes included in the work and indicate the work required for each manhole.
- B. Television Inspection is included in Section 336060
- C. Cured-in-Place Pipe Liner is included in Section 336084.
- D. Trenching, Backfilling and Compaction is included in Section 311020.
- E. Pavement Repair and Restoration is included in Section 321010.
- F. Monolithic Manhole Lining Systems is included in Section 336082.

G. Sewer Line and Manhole Cleaning is included in Section 336070.

J. Manholes, Frames and Covers are included in Section 336040.

### 1.3 SUBMITTALS

A. Staging Area Plan: Provide plan at scale of 1"= 50'. Identify the staging area for deployment of manhole repair equipment for each work area.

B. Submit to the Engineer and NPU in accordance with Section 013000, shop drawings and product data for all manhole rehabilitation materials specified in this Section for each manhole to be rehabilitated.

1. Information on the chemical grout and additives, cementitious compound, waterproofing, and corrosion control materials that will be used, the installation method, and equipment. For the materials that will be used, identify and furnish references for successful use of the materials in similar applications.

2. Method for sealing pipes at manholes.

### 1.4 REFERENCES

A. ASTM International (ASTM):

1. ASTM C 109 - Standard Testing Methods for Compressive Strength of Hydraulic Cement Mortars (Using 2-in Cube Specimens).

2. ASTM C 150 - Standard Specification for Portland Cement.

3. ASTM C 267 - Standard Test Methods for Chemical Resistance of Mortars, Grouts, and Monolithic Surfacing and Polymer Concretes.

4. ASTM C 293 - Test Method for Flexural Strength of Concrete.

5. ASTM C 309 - Standard Specification for Liquid Membrane Forming Compounds for Curing Concrete.

6. ASTM C 496 - Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens.

7. ASTM C 579B - Test Method for Compressive Strength of Chemical-Resistant Mortars, Grouts and Monolithic Surfacing.

8. ASTM C 596 - Test Method for Drying Shrinkage of Mortar Containing Portland Cement.

9. ASTM C 666 - Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing.
10. ASTM C 1244 - Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test Prior to Backfill.
11. ATSM F 2414 (2009 or current) - Standard Practice for Rehabilitation of Sewers Using Chemical Grouting.

- B. Occupational Safety and Health Administration (OSHA).
- C. The revision of the above standards that is in effect at the time of bid opening will apply.

#### 1.5 QUALITY ASSURANCE

- A. The Contractor to perform the manhole rehabilitation and manhole lining shall be fully qualified, experienced, and equipped to complete the work in a timely and satisfactory manner. Submit the following information to the Engineer and NPU for review and approval before any work is performed.

1. Have a minimum of five years' experience in performing this type of specialized work.
2. Have successfully installed the proposed lining system in a minimum of 500 manholes.
3. Name of the manufacturer and supplier for this work and previous work performed. The Contractor shall be certified by the manufacturer to install the monolithic lining system.
4. A list of all municipal installations performed by the manufacturer and Contractor over the past five (5) years along with the contact name, telephone number, and brief description of work performed.
5. Be capable of providing crews as needed to complete this work without undue delay.
6. The City reserves the right to disapprove the use of the Contractor based on the submitted qualifications.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Care shall be taken in shipping, handling and placing to avoid damaging the chemical grouts, cementitious materials, and other manhole rehabilitation products. Extra care may be necessary during cold

weather construction. Any lining product or material damaged in shipment shall be replaced as directed by the Engineer or NPU.

- B. Any materials showing deterioration, or which has been exposed to any other adverse storage condition that may have caused damage, even though no such damage can be seen, shall be marked as rejected and removed at once from the work.
- C. While stored, the materials shall be adequately packaged and protected. The materials shall be stored in a manner as recommended by the manufacturer.

1.7 WARRANTY

- A. All manhole rehabilitation work shall be warranted by the Contractor for a period of two years from the date of Substantial Completion. During this period, all defects in the lining shall be repaired in a manner satisfactory to the Engineer or NPU, or the lining shall be re-applied at no cost to the City. At 21 months following substantial completion of the manhole rehabilitation work, the City/Engineer shall inspect all of this work to ensure proper performance. If any deficiencies are found during these inspections, the Contractor shall repair them at no additional cost to the City.

PART 2 - PRODUCTS

2.1 MATERIALS TO STOP ACTIVE LEAKS

- A. To stop active leaks in the manhole, use any of the following materials and procedures to stop the active leaks prior to lining.

1. Premixed Fast-Setting, Volume-Stable Waterproof Cement Plug: Hydraulic cement, graded silica aggregates, special plasticizing and accelerating agents, containing chlorides, gypsums, plasters, iron particles, aluminum powder or gas-forming agents, or promote the corrosion of steel it may come in contact with. The cement plug shall comply with the following minimum requirements:

Minimum Requirements		
Compressive Strength	ASTM C 109	>1000 psi, 1hr. >2500 psi, 24 hrs.
Sulfate Resistance	ASTM C 267	No weight loss after 15 cycles @ 2000 ppm
Freeze/Thaw	ASTM C 666 "Method A"	100 cycles
Pull Out Strength	ASTM C 234	14,000 lbs.
Set Time		<5.0 minutes

2. Chemical Grout: Repair work shall be in accordance with ASTM F 2414-04, and manufacturers recommended installation methods. Use in accordance with the manufacturer's recommendations for the specific application.
  - a. Drilling and injection method shall use a hydrophilic polyurethane chemical grout manufactured by Avanti or equal unless otherwise approved by the Engineer or NPU.
  - b. Exterior chemical curtain grouting method shall use a hydrophobic polyurethane chemical grout manufactured by Avanti or equal unless otherwise approved by the Engineer or NPU.
  - c. Expanded Gasket Procedure shall use Oil Free Oakum with hydrophilic polyurethane chemical grout manufactured by Avanti or equal used for sealing larger cracks and manhole joints, unless otherwise approved by the Engineer or NPU.

2.2 PATCHING, REPOINTING, FILLING, REPAIRING NO-LEAKING HOLES, CRACKS AND SPALLS IN THE CONCRETE AND MASONRY MANHOLES

- A. Quick-Setting Cementitious Patching material shall comply with the following minimum requirements:

Physical Properties		
Compressive Strength	ASTM C 109	>1800 psi, 1 hr. >2600 psi, 24hr. >3000 psi, 28 days
Bond	ASTM C 882	>1600 psi, 28 days
Applied Density		105 lbs pcf ± 5 lbs
Shrinkage	ASTM C 596	0% at 90% R.H.
Placement Time		5 to 10 minutes
Set Time		15 to 30 minutes

- B. The material used to mix product shall be clean and potable. No material (other than water) shall be used with or added to the patching product without prior approval or recommendation from manufacturer.

2.3 COATINGS FOR ALL INVERTS

- A. A quick-setting material that complies with the following minimum requirements:

Physical Properties		
Compressive Strength	ASTM C 109	>1800 psi, 1 hr. >2600 psi, 24hr. >3000 psi, 28 days
Bond	ASTM C 882	>1600 psi, 28 days
Applied Density		105 lbs pcf ± 5 lbs
Shrinkage	ASTM C 596	0% at 90% R.H.
Placement Time		5 to 10 minutes
Set Time		15 to 30 minutes

- B. Water used to mix product shall be clean and potable. No material (other than water) shall be used with or added to the patching product without prior approval or recommendation from manufacturer.

#### 2.4 INTERIOR FLEXIBLE CHIMNEY SEALS

- A. Provide a flexible seal to provide corrosion protection and to prevent infiltration through the interior of the manhole frame and chimney area of the manhole.
- B. Provide materials for interior flexible chimney seal to prevent leakage of water into the manhole through the frame joint area and the area above the manhole cone including all extensions to the chimney area. The seal shall remain flexible allowing for repeated vertical or horizontal movements of the frame due to ground movement or the thermal movement of pavement. The final liner material shall be made no less than 170 mils of corrosion resistant flexible urethane resin coating to be applied to the inside wall of the entire chimney area as described above. Mil thickness may vary depending on the local climate. The product shall have a minimum elongation of 800% and a Durometer hardness of 75. Final liner shall have a minimum tensile and adhesion strengths of 1150 psi and 175 lb. /in. respectively. The manhole sealant shall conform to the physical requirements of ASTM D 412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension. Sealant shall equal or exceed "Flex-Seal" as manufactured by Sealing Systems, Inc., Loretto, MN.

#### 2.5 MANHOLE FRAME AND COVERS

- A. Manhole frames and covers shall be cast iron, tight-fitting, free from scale, lumps, blisters, sand holes or any noticeable defects of any kind.



Manhole covers and frame seats shall be machined to a true surface. Castings shall be thoroughly cleaned and subject to hammer inspection. Cast iron shall conform to ASTM A 48, Class 30. Refer to the Contract Drawings and specification Section 336040 Manholes, Frames and Covers for additional manhole frame and cover requirements.

## PART 3 – EXECUTION

### 3.1 GENERAL

- A. Each manhole to be rehabilitated shall be thoroughly cleaned and then inspected for loose or missing bricks, loose mortar, or holes. Remove any protrusions or obstructions into the manhole. Observed leaks shall be eliminated prior to applying the manhole lining system.
- B. Damage incurred to the manhole or pipe segments due to methods and equipment employed by the Contractor is the responsibility of the Contractor. Damage to public and private property from sewer surcharging that results from material or equipment left in the manhole or sewer or from any flow blockage is the responsibility of the Contractor. The cost to repair the manhole or pipe segments and expenses incurred by the City as a result of the damage shall be the responsibility of the Contractor.

### 3.2 SURFACE PREPARATION

- A. Pre-Rehabilitation Surface Preparation: Areas to be repaired which requires bonding of new cementitious, epoxy, chemical or waterproofing material to existing cement or masonry shall be prepared as follows.
  - 1. Clean the area with high velocity water cleaning equipment to remove all foreign matter, oil, grease, wax and dirt, including removal of bitumastic coatings. Pressure shall not exceed that which may cause any permanent damage to the existing manhole walls or other parts of the structure.
  - 2. Foreign material remaining after high velocity water blasting shall be removed from the manhole surface using an acid wash. The acid wash shall be muriatic acid (hydrochloric acid) at a ratio of 1-part acid (HCl) to 10 parts of water. The mixing, application and removal of the acid solution shall be in accordance with the manufacturers' recommendations. The acid solution shall remain on the manhole surface until all foreign material have been removed and completely washed off with water.
  - 3. Chip or chisel away all loose or defective material from the areas to be

repaired. Furnish a firm mechanical key by undercutting whenever possible.

4. Allow interior surfaces of the manhole to dry before applying epoxy manhole lining systems.
5. Large voids including holes left by the manhole rung removal shall be filled with quick setting patching mix.
6. Remove protruding rubber gaskets between wall joints.

- B. Existing manhole rungs/steps shall be removed, ground smooth and patched and not replaced. Step removal shall be included in the manhole rehabilitation costs.
- C. Sewer Line Protection: Place covers over the invert to prevent material from entering the sewer lines.
- D. Drop Connections: Remove any interior drop connections anchored to manhole walls prior to installing the lining system. After installation and proper curing of the liner, reinstall interior drop connections to their original condition prior to removal. If the existing drop connection is already damaged and cannot be reused, Contractor shall request from the Engineer or NPU the best course of action.
- E. Conduct a visual inspection of each manhole after it is cleaned. All active, hydrostatic infiltration leaks shall be plugged or sealed with an appropriate grout compatible with the lining. Remove all loose mortar and rubble of existing chimney (corbelling), cone, walls, benches and inverts. Prepare manhole to receive cementitious lining as necessary by reshaping and repairing benches, inverts, cone, walls, and corbelling where required. All interior surfaces shall be prepared as recommended by the lining manufacturer. Minimum requirements are as listed below:
1. Repair cracks and other voids and fill with suitable non-shrinking cements, sealants or grouts, including all voids between the existing sewer pipes and manhole walls. Patches shall be smooth and even with the manhole wall.
  2. Suitably prepare surfaces for required bonding of lining as recommended by the manufacturer.

### 3.3 SEALING OF LEAKS IN INVERTS, BENCHES, WALLS, CONE, AND CORBELLING

- A. Premixed Fast-Setting, Volume-Stable Waterproof Cement Plug: Seal

unsealed lifting holes, unsealed step holes, and voids larger than 1/2 inch in thickness with a waterproof, quick setting mortar. Place water proof mortar according to manufacturer's instructions.

B. Manhole Sealing by Chemical Grout Application: Chemical grouting shall include the following:

1. Transporting, delivering, and storing the chemical grout shall be according to the manufacturers published directions and requirements.
2. Manhole Preparation: Repair the manhole frame and rings, and complete structural repairs before grouting the manhole. Cut roots and trim roots before grouting the manhole. Remove cracked or deteriorated material from the areas to be grouted.
3. Chemical Grout Formulation: Mix each batch of chemical grout according to the manufacturer's published directions and requirements.
4. Sealing Active Leaks: Use the Expanded Gasket Procedure, drilling and injection procedure and/or chemical curtain grouting to stop active leaks.
  - a. Expanded Gasket Procedure (EGP): Perform per ASTM F 2414-04, and the chemical grout manufacturers recommended installation methods. This is performed by soaking dry oil free oakum with hydrophilic polyurethane chemical grout. The resulting oakum/resin plug shall be forced into the opening until it sets. Perform the EGP to:
    - 1) Control flowing water in larger cracks, joints, or pipe to manhole boots.
    - 2) Seal drop or lateral connections, slip line terminal seals and open joints in RCP manholes.
    - 3) Seal between the corbel and manhole rings.
    - 4) Seal between the manhole rings and manhole frame.
5. Drilling and Injection Procedure: Perform per ASTM F 2414-04 (2009) and the chemical grout manufacturers recommended installation methods to seal the manhole with chemical grout. Drill injection holes through the manhole at locations recommended by the manufacturer. Inject the chemical grout through the holes under pressure. Injection pressure shall not cause damage to the manhole structure or surrounding surface features. Inject chemical grout through the lowest holes first. Repeat the procedure until the manhole is externally sealed. Grout travel shall be verified by observation of grout to defects or

adjacent injection holes. Drill additional injection holes as necessary to ensure grout travel. Do not inject grout from the ground surface. After chemical grout injection is complete, clean injection holes with a drill and patch with a waterproof, quick setting mortar for brick and concrete manholes. Perform the drilling and injection procedure to control flowing water in cracks.

6. Curtain Grouting: Perform per ASTM F 2414-04 (2009) and the chemical grout manufacturers recommended installation methods. Perform the curtain grouting procedure when there are multiple active leaks and the drilling and injection procedure does not eliminate the active leaks.

### 3.4 INVERT CHANNEL COATING

NOTE: In general manhole inverts should be coated when a liner has been installed in the upstream/downstream pipes or when the invert needs repair. This will ensure a monolithic lining system for the manhole. However, when the invert is in excellent condition it may not be necessary to coat the invert.

- A. Coat invert channels with a material compatible with the manhole lining system per the manhole lining manufacturers recommendations to prevent infiltration and to build up the invert channel to the invert elevations of the new sewer main or cured-in-placed lined sewer and to form a smooth flow channel. The entire channel shall be coated. The coating shall be troweled uniformly onto the invert at a minimum one half (1/2") inch in thickness or as recommended by the manufacturer. The coating shall extend out onto the bench of the manhole sufficiently to tie into the monolithic liner.
- B. The material used for the invert channel shall be suitable for the intended purpose and shall be compatible with the materials used for the manhole lining system. The material for the invert channel shall be as recommended by the cementitious liner manufacturer and installed in accordance with the manufacturers recommended installation instructions and procedures. Coating the invert may be waived when the invert is in excellent condition and upon approval by the City or Engineer.

### 3.5 LOCATING, RAISING, RESETTING, AND/OR REPLACING MANHOLE FRAME AND COVER ASSEMBLIES

NOTE: The following items A-E are often City/site specific and can be altered based on city specifications.

- A. Locate and uncover buried manhole frame and covers; remove existing manhole frame and covers; dispose of existing manhole frame and

covers, if they are not being reused; and install new or reused manhole frame and covers as directed by the City and/or Engineer. Repair any damage to the manhole chimney or corbelling caused by the removal of the existing manhole frame at no additional cost to the City.

- B. Existing frames and covers to be reused shall be thoroughly cleaned before re-installation.
- C. If existing frames and covers are not to be reused, properly dispose of these materials in accordance with local laws and Engineer and NPU approval.
- D. When re-setting existing frames and covers, apply preformed flexible joint sealant Kent Seal No. 2 by Hamilton-Kent or Ram-Nek by K.T. Snyder Company or equal.
- E. Install new or reused frames so that the tops of the covers are at the required grade. Utilize bricks or precast concrete grade rings to set the manhole frame and cover to the finished grade. Precast concrete grade rings shall be set in a bed of butyl mastic sealant. Bricks shall be set in a full mortar bed.

### 3.6 CEMENT EXTERIOR

- A. For raised manholes with damaged exterior, masonry manholes without an exterior cement coating, manholes where frame and cover assemblies are being replaced or reset, where noted on the Drawings, or as directed by Engineer, repair existing or install new cement exterior coating for manholes as follows:
  1. Prepare exterior surface of manholes using procedures outlined in Article 3.2, A above.
  2. Following surface preparation, spray or hand trowel the exterior from existing/finished grade to above the frame/chimney seal using the product specified in Section 336080 Paragraph 2.1 and in accordance with the manufacturers installation instructions. Apply a minimum finished thickness of two (2") inches.
  3. Apply a curing compound in accordance with ASTM C309-11 to the exterior cement.

### 3.7 FIELD TESTING AND ACCEPTANCE

- A. The Engineer or City may enter the manholes to inspect the benching, invert channels, manhole wall/pipe connections, surface preparation, and other parts of the work. Provide forced air ventilation, gas monitors

and detectors, harnesses, lights, etc. for the Engineer or City to enter the manhole and perform the inspection in complete accordance with OSHA requirements.

- B. The manhole wall surfaces shall be sufficiently prepared for manhole the lining system as recommended by the lining manufacturer. The manhole wall surfaces shall be free from significant defects. Defects which will affect, in the foreseeable future, or warranty period, the integrity or strength of the manhole shall be repaired at the Contractor's expense, in a manner mutually agreed upon by the Engineer and the Contractor.
- C. No active infiltration in the manhole shall be observed in the manhole as confirmed by visual inspection of the City or Engineer. Infiltration found shall be repaired by the Contractor immediately.
- D. The Contractor is responsible for coordinating inspection times with the Engineer and City.
- E. The testing of each manhole lining system is described in Specification 336082.

GENERAL NOTE TO USER: Each type of manhole lining system will require a specific type of testing for approval and it is critical to have an experienced inspector or engineer onsite to observe the testing and approve the material was installed at the correct thickness and applied correctly. The specific tests performed are outlined in each section in 336082.

END OF SECTION

## SECTION 336081

### TEMPORARY BY-PASS PUMPING SYSTEMS

#### PART 1 GENERAL

##### 1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and install, field test, and operate temporary by-pass pumping systems as proposed by the Contractor for the purpose of diverting flow around work areas as required.
- B. The design, installation and operation of temporary by-pass pumping systems shall be the Contractor's responsibility. The Contractor shall provide the services of a professional bypass company who can demonstrate to the City and Engineer that the company specializes in the design and operation of temporary by-pass pumping systems. The by-pass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.
- C. Maintain temporary by-pass pumping systems so that they are completely functional throughout the required period of service.
- D. Following the required period of service, remove temporary by-pass pumping systems from site.
- E. Provide all maintenance including manufacturer recommended preventive maintenance and on-call repair services. Contractor shall provide repair services and/or replacement equipment 24 hours per day, seven days per week within 4 hours of being called.
- F. Should the Contractor elect to use diesel fuel for temporary by-pass pumping, the total storage quantity of fuel allowable at the plant site to operate the temporary pumps shall not exceed the sum of the individual fuel tank capacities furnished with each pump's diesel engine drive. Provide a refueling service to maintain continuous 24-hours per day, 7 days per week pumping system operation.

##### 1.02 RELATED WORK

- A. Permits and Fees are specified in Section 016500.
- B. Environmental Protection Procedures are specified in 011060.

## 1.03 SUBMITTALS

- A. Submit, in accordance with Section 013000, the following:
1. A detailed description of each proposed temporary by-pass pumping system including pumps, pump drives, piping, hoses, valves, fittings, controls, wiring and any other related accessories required to provide a complete operating system in conformance with the requirements of this Section.
  2. Detailed plans and sections showing the proposed pumping system layout including dimensions and elevations. Plan shall include but not be limited to the following:
    - a. Staging area and access requirements for all pumps.
    - b. Number, size, material, location and method of installation of suction piping.
    - c. Number, size, material, location and method of installation of discharge piping.
    - d. Pump size, capacity, number of units, diesel engine specifications, fuel tank capacity, fuel consumption requirements, and method of refueling.
    - e. Calculations of static lift, pipe size selection, friction losses, flow velocity and pump selection.
    - f. Pump curves showing pump operating range.
    - g. Proposed method of freeze protection.
    - h. Proposed method of noise control for each pump.
    - i. Temporary pipe supports, anchorage, cover material and other accessories as required to stabilize the piping system.
    - j. Installation schedule and maintenance schedule.
    - k. Vendor phone number and pager number for 24-hour service.
    - l. A minimum of five reference installations of projects with similar size in wastewater pumping applications. Include contact names and phone numbers.
    - m. List of recommended spare parts to be stored on-site for emergency maintenance.
  3. Provide information on the vendor's service staff capabilities and replacement parts inventory to show that the vendor has sufficient resources to provide emergency service and replacement equipment and/or parts to the Bucklin Point site within 4 hours of a service call.
  4. A description of system operation and controls. Include a list of all alarm conditions and procedures for correcting problems including equipment replacement.



5. A description and schedule for the proposed procedures for startup and testing of the facilities to demonstrate compliance with specified automatic operation and maintenance of a constant discharge pressure.
6. A plan of operations for inclement weather including storms. The plan shall demonstrate the ability to maintain pumping system operations throughout inclement weather events.
7. A description and schedule for the proposed procedures for dismantling the system and restoring normal operations at the WWTP.

1.04 REFERENCE STANDARDS

A. Design, manufacturing and assembly of elements of the equipment specified herein shall be in accordance with the following:

1. American Institute of Steel Construction (AISC)
2. American Iron and Steel Institute (AISI)
3. American Society of Mechanical Engineers (ASME)
4. American National Standards Institute (ANSI)
5. American Society for Testing Materials (ASTM)
6. American Welding Society (AWS)
7. American Bearing Manufacturers Association (ABMA)
8. Institute of Electrical and Electronics Engineers (IEEE)
9. National Electrical Manufacturers Association (NEMA)
10. Occupational Safety and Health Administration (OSHA)
11. Underwriters Laboratories (UL)

B. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.05 QUALITY ASSURANCE

A. The Contractor shall employ the services of a vendor who can demonstrate 5 years of recent and continuous specialization in

the design, installation, operation and removal of temporary by-pass pumping systems in wastewater applications. The complete system shall be furnished from a single vendor who shall be capable of providing service staff, repair parts and replacement of any deficient system component within 4 hours of a service call, twenty-four hours per day, seven days per week.

1.06 SYSTEM DESCRIPTION

- A. Where proposed by the Contractor, temporary by-pass pumping systems shall comply with specified requirements with Design flows shall be as specified.
- B. Pumping system control panels shall be NEMA 4 and include flow indication, a flow totalizer, indicator lamps showing which pumps are operating, selector switch for auto or manual start and stop for each pump and visual and audible alarms for indication of operation failure and alarm conditions.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Delivery, storage and handling of equipment shall be as specified in 016610.

1.08 MANUFACTURER'S SERVICES

- A. Provide the services of the manufacturer's representative as specified herein.
- B. Provide the services of the manufacturer's representative for physical checkout field testing and operation and maintenance instruction for a minimum of 1-person day per pumping system. See requirements in Part 3.
- C. Provide the services of the manufacturer's representative or designated alternative, who shall be contactable 24-hours per day via telephone or pager and shall be available to be on site within 4 hours of being contacted at no additional cost to the City.

PART 2 PRODUCTS

2.01 GENERAL PUMPING EQUIPMENT

- A. Furnish pumping units and all accessories from a single vendor. Each temporary by-pass pumping system shall be complete

including pumps, drives, piping, piping headers, valves, flow meter, controls and appurtenances as required for a complete system.

- B. The pumps, drives and controls shall be designed and built for 24-hour continuous service at any and all points within the required range of operation, without overheating, without cavitation, and without excessive vibration or strain. All parts shall be so designed and proportioned as to have the strength, stability and stiffness and be constructed to meet the specified requirements. Methods shall be provided for inspection, repairs, and adjustment.
- C. All necessary foundation bolts, nuts, and washers shall be furnished.
- D. Each piece of equipment shall be furnished with a nameplate (with embossed data) securely mounted to the body of the equipment. As a minimum, the nameplate for the pumps shall include the manufacturer's name and model number, serial number, rated flow capacity, head, speed and all other pertinent data. As a minimum, nameplates for drives shall include the manufacturer's name and model number, serial number, horsepower, speed, input voltage, amps, number of cycles and power and service factors.
- E. Refer to Section 011060 and local noise ordinances for noise limitations for the equipment.
- F. All equipment shall be suitable for outdoor operation under adverse weather conditions. Provide protection from freezing as required to maintain system operation.
- G. Pumps shall be manufactured by Thompson Pump and Manufacturing Co., Port Orange FL, or equal.

## 2.02 CONDITIONS OF OPERATION

- A. Pumps shall be identical in every respect with all parts interchangeable.
- B. Each pump shall be designed for the conditions of service specified by the City. All pumps shall have a rising head capacity curve for stable pump operation from the minimum head operating point to the shut-off head.

1. Service:

Temporary By-Pass

	Pumping
2. Number of pumps:	As required by the Application
3. Liquid:	Raw Wastewater
4. Design capacity total peak (gpm):	As required by the Application
5. Type of drive	Diesel engine or Electric

## 2.03 PUMPING SYSTEM COMPONENTS

- A. All pumps shall be centrifugal, end suction, fully automatic self-priming units that do not require the use of foot-valves, vacuum pumps, diaphragm pumps, or isolation valves or float apparatus in the priming system.
- B. Pump seals shall be high pressure, mechanical self-adjusting type with solid carbide faces capable of withstanding suction pressures to 100 psi without the pump running. The mechanical seal shall be cooled and lubricated in an oil bath reservoir, requiring no maintenance or adjustment. The oil bath reservoir shall not come in contact with or leak into the pumped water. Each pump shall be capable of running dry, with no damage for extended periods of time. All pump seal metal parts shall be stainless steel. All elastomers shall be Viton.
- C. Each pump shall be driven by a diesel engine or electric motor. Diesel engine shall be water cooled. If the Contractor uses electric motor driven pumps, power costs are the responsibility of the Contractor.
- D. If using diesel driven pumps, each pump and diesel engine shall be skid mounted with integral fuel tank and skid lifting bracket.
- E. Provide automatic start/stop controls for the pumping system to automatically maintain system flow within the flows specified. Controls shall be contained in a local control panel with provision to manually operate each pump, provide indication of pump operation, and indicate the total flow being pumped.
- F. Provide all required suction and discharge pipe and fittings, discharge manifold pipe and fittings, shutoff valves, check valves, flow meter, pressure regulating valves, insulation,

freeze protection, and all required accessories. All pipe and fittings shall be steel with flanged or quick connect coupling connections, or high-density polyethylene pipe with fused joints. All joints must be 100 percent restrained. Suction piping shall be rated for 25-in Hg vacuum. Discharge piping, fittings, connections, valves, and other discharge piping accessories shall be rated for a minimum working pressure of 150 psi.

### PART 3 EXECUTION

#### 3.01 INSTALLATION AND PHYSICAL CHECKOUT

- A. Installation shall be in accordance with the system supplier's recommendations and approved shop drawing submittals.
- B. Noise shall meet the local noise ordinances and Section 011060.
- C. Install pumping units on a firm level surface.
- D. Furnish the services of the pump system supplier's representative for a minimum of one day per temporary by-pass system to assist equipment installation and physical checkout.

#### 3.02 FIELD TESTING

- A. Provide field in accordance with the approved shop drawing submittal. Field tests shall demonstrate conformance with system requirements.
- B. The Contractor shall require that field testing be conducted by the pump system supplier's representative in the presence of the Engineer. Furnish the services of the pump system supplier's representative for a minimum of one day per temporary by-pass system to conduct required testing.
- C. Field testing shall demonstrate a minimum of 24 hours of continuous operation. During the 24 hours of continuous operation, the system shall demonstrate the ability to automatically start and stop pumps in response to changing flow conditions.
- D. Remove and replace any system component that fails to perform in accordance with specified requirements.

3.03 SYSTEM OPERATION

- A. Perform all required maintenance on the equipment to maintain the system integrity and capacity as specified.
- B. Provide clean-up and disposal of contaminated material and reporting for all product spills.

3.04 EQUIPMENT REMOVAL

- A. At the completion of the period of service, disconnect all temporary piping and remove all system components from the site. Restore the work site to its original condition.

END OF SECTION

## SECTION 336082

### MONOLITHIC MANHOLE LINING SYSTEMS

#### PART 1 - GENERAL

##### 1.1 SCOPE

- A. Furnish all labor, materials, equipment, and incidentals required to install and test Cementitious Manhole Monolithic Lining, Epoxy Manhole Monolithic Lining System, and Cured-In-Place Manhole Liner as noted on the Drawings and as specified herein for the purpose of:
1. Eliminating infiltration and exfiltration.
  2. Providing corrosion protection.
  3. Repairing voids and restoration of the manhole structural integrity as a result of applying a monolithic liner to the wall and bench surfaces of brick, concrete or any other masonry construction material.
  4. Extending lining from invert to top of cone, as specified.
- B. Accurately field measure and size each individual manhole. Contractor is reminded that each existing sewer manhole designated to receive monolithic lining may have a different configuration and varying field dimensions. Field measurements shall conform to requirements of monolithic lining manufacturer.
- C. Do not install manhole lining until other manhole rehabilitation and procedures for manhole preparation and cleaning as specified on the Drawings and in Section 336080 Manhole Rehabilitation work is complete.
- D. Contractor is advised that presence or absence of leakage through manhole wall noted on manhole inspection reports and as seen in Contractor's independent inspection of manholes prior to bidding is dependent upon ground water levels and conditions at time of inspections. High ground water levels in project area typically occur in summer months (June through October) but will vary with rainfall in any given year. Contractor shall reflect its assumptions and judgments on leakage through manhole walls based on this information in unit prices bid for lining manholes. Stop leakage prior to lining manholes. No additional payment will be made to Contractor for repairing leaks not visible prior to bidding or sewer rehabilitation.

1.2 RELATED WORK

- A. Trenching, Backfilling and Compaction - Section 311020
- B. Sewer Line and Manhole Cleaning – Section 336070
- C. Manhole Rehabilitation – Section 336080
- D. Cured-in-place Pipe Lining – Section 336084

1.3 ACRONYMS

- A. CMML: Cementitious Manhole Monolithic Lining
- B. EMMLM: Epoxy Manhole Monolithic Liner Material
- C. CIPM : Cured-In-Place Manhole Liner

1.4 SUBMITTALS

- A. Submit to the City and Engineer, in accordance with Division 01 of the Specifications, shop drawings, product data, and installation methods. Submittals shall include, but are not limited to the following:
  - 1. Manufacturers' product data, including physical properties, surface preparation, repair, application, curing, and field quality control procedures.
  - 2. Manufacturer and applicator qualifications as specified herein.
  - 3. Type of monolithic lining system to be installed for each manhole.
  - 4. Diameter, depth (rim to invert), and material for each manhole.
  - 5. Design data and specification data sheets listing parameters used in EMMLS and/or CIPM design and thickness calculations based on applicable provisions of ASTM C 722 and/or ASTM F 1216.
  - 6. Design calculations sealed by a Registered Professional Engineer in the State of Florida.
  - 7. A list of municipal installations performed by the manufacturer and Contractor over past five (5) years along with contact name, telephone number, and brief description of work performed.



- B. Submit to the City and Engineer, within 10 days of Effective Date of the Agreement, name of supplier (manufacturer), name of installer, and a list of materials to be furnished.
- C. Submit a step-by-step description of methods, practices, intervals, etc. to be used in application and curing of monolithic lining system to meet requirements of this specification Section.
- D. Test Reports
  - 1. Prior to each shipment of materials, submit certified test reports that materials for this Contract were manufactured and tested in accordance with ASTM Standards specified herein.

## 1.5 REFERENCED STANDARDS

- A. ASTM International Standards:
  - 1. ASTM C 109 - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars.
  - 2. ASTM C 150 - Standard Specification for Portland Cement.
  - 3. ASTM C 267 - Standard Test Method for Chemical Resistance of Mortars, Grouts, and Monolithic Surfacing.
  - 4. ASTM C 293 - Test Method for Flexural Strength of Concrete.
  - 5. ASTM C 321 - Test Method for Bond Strength of Chemical-Resistant Mortars.
  - 6. ASTM C 496 - Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens.
  - 7. ASTM C 579B - Test Method for Compressive Strength of Chemical-Resistant Mortars, Grouts and Monolithic Surfacing.
  - 8. ASTM C 596 - Test Method for Drying Shrinkage of Mortar Containing Portland Cement.
  - 9. ASTM C 666 - Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing.
  - 10. ASTM C 722 - Standard Specification for Chemical-Resistant Resin Monolithic Surfacing.

11. ASTM C 882 - Test Method for Bond Strength of Epoxy-Resin Systems Used with Concrete.
12. ASTM C 884 - Test Method for Thermal Compatibility Between Concrete and an Epoxy-Resin Overlay.
13. ASTM C 1244 - Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test Prior to Backfill.
14. ASTM D 638-98 - Standard Test Method for Tensile Properties of Plastics.
15. ASTM D 695-96 - Standard Test Method for Compressive Properties of Rigid Plastics.
16. ASTM D 790 - Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics.
17. ASTM D 870 - Practice for Testing Water Resistance of Coatings Using Water Immersion.
18. ASTM D 1763 - Standard Specifications for Epoxy Resins.
19. ASTM D 2240-97e1 - Standard Test Method for Rubber Property Durometer Hardness.
20. ASTM D 2247 - Practice for Testing Water Resistance of Coatings in 100% Relative Humidity.
21. ASTM D 4787-13 - Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates.
22. ASTM D 5813-04 (2012) - Standard Specification for Cured-In-Place Thermosetting Resin Sewer Piping Systems.
23. ASTM D 6132-08 - Standard Test Method for Nondestructive Measurement of Dry Film Thickness of Applied Organic Coatings Using an Ultrasonic Gage.
24. ASTM D 7234-12 - Standard Test Method for Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers.
25. ASTM F 1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.
26. ASTM F 2414-04 (2009) - Standard Practice for Rehabilitation of Sewers Using Chemical Grouting.

- B. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

## 1.6 QUALIFICATIONS

- A. Contractor performing the work shall be fully qualified, experienced and equipped to complete this work expeditiously and in a satisfactory manner. Contractor shall submit the following information to the City and Engineer for review and approval before any work is performed:

1. Be certified by manufacturer to install monolithic lining system.
2. Have a minimum of five (5) years' experience or 500 manholes in performing this type of specialized work. This may be waived by the City through their product approval process with documented demonstration projects.
3. Be capable of providing crews as needed to complete this work without undue delay.
4. City reserves right to disapprove use of Contractor, based on insufficient qualifications.

## 1.7 QUALITY ASSURANCE

- A. Supplier shall be responsible for provisions of test requirements specified in above referenced ASTM Standards as applicable. In addition, monolithic lining products to be installed under this Contract may be inspected at plant for compliance with these specifications by an independent testing laboratory provided by the City. Contractor shall require manufacturer's cooperation in these inspections. Cost of plant inspection of lining products and materials approved for this Contract shall be borne by City.
- B. Inspections of lining products and materials may also be made by Engineer or other representatives of City after delivery. Lining products and materials shall be subject to rejection at any time on account of failure to meet any of Specification requirements, even though samples may have been accepted as satisfactory at place of manufacture. Lining materials rejected after delivery shall be marked for identification and shall be immediately removed from job site.

- C. Contractor shall furnish services of cementitious manhole liner manufacturer's field service technician, who has complete knowledge of manhole rehabilitation, to advise and assist cementitious manhole lining installation and provide instruction to Contractor for rehabilitation of first five manholes. Field service technician shall be fully qualified and experienced in manhole rehabilitation work including cementitious, epoxy and/or cured-in-place manhole lining systems depending on proposed lining system.
- D. Provide monolithic epoxy lining from a single manufacturer. Supplier shall be responsible for provisions for test requirements specified in ASTM Standards C 722, C 882, C 884, D 870, D 1763, and D 2247 as applicable for monolithic lining.
- E. Inspections of EMMLM may be made by Engineer or other representatives of City after delivery. EMMLM shall be subject to rejection at any time on account of failure to meet any of Specification requirements, even though sample EMMLM may have been accepted as satisfactory at place of manufacture. EMMLM rejected after delivery shall be marked for identification and shall be removed from the job at once.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Care shall be taken in shipping, handling and placing to avoid damaging lining products. Extra care may be necessary during cold weather construction. Lining product or material damaged in shipment shall be replaced as directed by Engineer.
- B. Lining product showing deterioration or which has been exposed to any other adverse storage condition that may have caused damage, even though no such damage can be seen, shall be marked as rejected and removed at once from the work.
- C. While stored, lining products shall be adequately packaged and protected. Lining products shall be stored in a manner as recommended by manufacturer.
- D. Materials shall be stored, shipped, and handled according to their material safety data sheet and manufacturer's recommendations. EMMLM damaged in shipment shall be replaced as directed by Engineer at no additional cost to the City.

#### 1.9 SAFETY AND SITE CONDITIONS

- A. Comply with and enforce Federal, State, and Local safety regulations. Contractor's personnel shall be certified for confined space entry.

#### 1.10 WARRANTY

- A. Warranty monolithic lining placed by Contractor for a period of two years from date of Substantial Completion. During this period, defects discovered in monolithic lining, as determined by the City or Engineer, shall be repaired or replaced in a satisfactory manner at no cost to the City. Such repair or replacement shall include cost of removal and reinstallation. After 21 months following Substantial Completion of manhole lining, the City or Engineer will inspect the work to ensure proper performance. If deficiencies are found during these inspections, Contractor shall make necessary repairs at no additional cost to the City.
- B. Contractor shall be responsible for stopping leaks prior to installation of monolithic lining system.

### PART 2 – PRODUCTS

#### 2.1 SYSTEM REQUIREMENTS

- A. Design and install monolithic manhole lining system to protect concrete, brick and mortar, and other manhole surfaces from corrosion. Design products to stop infiltration, root intrusion, and further deterioration in manhole. Interior surfaces to be protected shall include walls, benches, inverts, pipe junctions and chimney (corbel). Table below outlines different monolithic manhole lining systems and respective product specification Articles for each lining system. The pH limits listed below are typical and type of manhole lining used shall be as shown on the Drawings or as directed by the Engineer or City.
- 27. Portland Based Cementitious Liner: No or very mild hydrogen sulfide conditions, pH of 4.0 or higher.
  - 28. Calcium Aluminate Cementitious Liner: Mild to harsh hydrogen sulfide conditions, pH of 2.0 or higher.
  - 29. Epoxy Liner: Harsh hydrogen sulfide conditions, pH of 1.0 or higher. Structures with very turbulent flow such as pump station wet wells and force main discharge structures.
  - 30. CIPM: Harsh hydrogen sulfide conditions, pH of 1.0 or higher. Structures with very turbulent flow such as pump station wet wells and

force main discharge structures. Severe infiltration and structural integrity issues.

<b>Monolithic Manhole Lining System Type</b>	<b>Specification Paragraph</b>
Portland Based Cementitious Liner	2.01.A.1, B, C, D, E, F, G, H
Calcuim Aluminate Cementitious Liner	2.01.A.2, B, C, D, E, F, G, H
Epoxy Liner	2.02
Cured-In-Place Manhole (CIPM )	2.03

2.2 CEMENTITIOUS MANHOLE MONOLITHIC LINING (CMML) SYSTEM

A. CMML system shall be a monolithic, Portland based or calcium aluminate cementitious liner system suitable for use as a trowel or spray applied monolithic surfacing in sewer manholes.

B. Minimum thickness of Portland based cementitious lining shall be one inch thick.

C. Minimum thickness of calcium aluminate based cementitious lining shall be one inch thick.

D. Cementitious lining system shall be:

1. Type 1: Portland-based Cementitious Liner [no sulfide conditions (substrate surface of pH 4.0 or higher)].

a. Acceptable Manufacturers and Products:

- 1) Strong MS-2A
- 2) Quadex QM-1s Restore
- 3) Standard Cement Re-liner MSP
- 4) Permacast MS-10,000
- 5) Mainstay ML-72
- 6) Dinjer CMS 10K
- 7) Or equal

b. Portland-based cementitious liner product shall be used to form a structural monolithic liner covering interior substrate surfaces and have following minimum requirements:

<b>Minimum Requirements</b>
-----------------------------

Compressive Strength	ASTM C 109	28 days	>9000 psi
Tensile Strength	ASTM C 496	28 days	>800 psi
Flexural Strength	ASTM C 293	28 days	>1200 psi
Shrinkage @90% R.H.	ASTM C 596	28 days	0%
Bond	ASTM C 882	28 days	>2000 psi
Density, When Applied			134 ± 5lbs/ft3
Freeze/Thaw	ASTM C 666	N/A	300 cycles no visible damage

- a. Portland-based liner shall be made with Type I Portland Cement and shall be used according to manufacturer's recommendations in applications where there are no sulfide conditions (substrate surface of pH 4.0 or higher). Material shall meet or exceed industry standards and shall not have any basic ingredient that exceeds EPA maximum allowable limits for heavy metals. Water used to mix product shall be clean and free from contaminants. Questionable water shall be tested by a laboratory per ASTM C 94 procedure. Potable water need not be tested.

2. Type 2: Calcium Aluminate Cementitious Liner [mild sulfide conditions (substrate surface of pH 2.0 or higher)].

a. Acceptable Manufacturers and Products:

- 1) Strong MS-2C
- 2) Quadex Aluminaliner
- 3) Standard Cement Maximum CA
- 4) Permacast CR-9,000
- 5) Mainstay ML-CA
- 6) SewperCoat
- 7) Or equal

- b. Calcium aluminate cementitious liner product shall be used to form a structural monolithic liner covering interior substrate surfaces and shall have the following minimum requirements:

<b>Minimum Requirements</b>			
Compressive Strength	ASTM C 109	28 days	>9000 psi
Tensile Strength	ASTM C 496	28 days	>800 psi
Flexural Strength	ASTM C 293	28 days	>1500 psi
Shrinkage @90% R.H.	ASTM C 596	28 days	0%
Bond	ASTM C 882	28 days	>2000 psi

Density, When Applied			134 ± 5lbs/ft <sup>3</sup>
Freeze/Thaw	ASTM C 666	N/A	300 cycles no visible damage

- c. Calcium aluminate cementitious liner shall be made with calcium aluminate cement and shall be used according to manufacturer's recommendations in applications where there are mild sulfide conditions (substrate surface of pH 2.0 or higher). Liner product shall be reinforced with alkaline resistant fiberglass rods or other similar fibers not less than one half (1/2") inch in length. Material should meet or exceed industry standards and shall not have any basic ingredient that exceeds EPA maximum allowable limits for heavy metals. Water used to mix product shall be clean and free from contaminants. Questionable water shall be tested by a laboratory per ASTM C 94 procedure. Potable water need not be tested.
  
- E. When cured, CMML shall form a continuous, tight-fitting, hard, impermeable surfacing which is suitable for sewer system service and chemically resistant to chemicals or vapors normally found in domestic sewage.
  
- F. CMML shall cover complete interior of existing sewer manhole including benches (shelves). Lining shall effectively seal interior surfaces of sewer manhole and prevent any penetration or leakage of groundwater infiltration.
  
- G. Lining shall be compatible with thermal condition of existing sewer manhole surfaces. Surface temperatures will range from 20 degrees F to 100 degrees F. Provide test data on shrinkage of cementitious lining based on ASTM C 596.
  
- H. If an internal flexible chimney seal is called for in the Drawings, then lining shall be installed one inch below bottom of manhole frame. If no internal flexible chimney seal is called for in the Drawings, then lining shall be installed to two to three inches above bottom of manhole frame. Termination of and surface of lining shall be suitable for proper installation of manhole frame-chimney seal.
  
- I. Cured system shall be continuously bonded to brick, mortar, concrete, chemical sealant, grout, pipe, and other surfaces inside sewer manhole.
  
- J. Chemical sealants, grouts or patching materials used to seal active manhole leaks, to patch cracks, to fill voids and to otherwise prepare



manhole surface prior to application of system shall be fully compatible with the system.

K. System shall provide a minimum service life of 25 years.

2.3 EPOXY MONOLITHIC MANHOLE LINING SYSTEM (EMMLS) (HARSH SULFIDE CONDITIONS – SUBSTRATE SURFACE OF PH 1.0 OR HIGHER)

A. EMMLS shall be a resin-filled system suitable for use as a trowel-, spray- or spin-applied monolithic lining in sewer manholes. Resin shall be 100 percent epoxy resin. EMMLS shall conform to ASTM C 722. EMMLS materials shall be suitable for specified design conditions.

1. EMMLS shall provide a minimum service life of 25 years.
2. Cured EMMLS shall be continuously bonded to brick, mortar, concrete, chemical sealant, grout, pipe and other surfaces inside sewer manhole. Provide bond strength data on cured EMMLS based on ASTM C882 test method.
3. Cured EMMLS shall provide a minimum total thickness of 0.10 inches (100 mils). Cured lining thickness shall be continuous with proper sealing connections to unsurfaced areas.
4. Chemical sealants or grouts used to seal active manhole leaks, to patch cracks, to fill voids and to otherwise prepare manhole surfaces shall be compatible with EMMLS.

B. When cured, EMMLS shall form a continuous, tight-fitting, hard, impermeable lining, which is suitable for sewer system service and chemically resistant to any chemicals or vapors normally found in domestic sewage.

C. EMMLS shall bond to sewer manhole being rehabilitated after being placed and cured. EMMLS shall cover complete interior of existing sewer manhole including benches (shelves), inverts (channels or troughs) and pipe connections. EMMLS shall provide a continuous watertight seal or barrier.

1. EMMLS shall effectively seal interior surfaces of sewer manhole and prevent any penetration or leakage of groundwater infiltration.
2. Provide water resistance data on EMMLS based on ASTM Standards D 870 and D 2247 test methods.

3. EMMLS shall be compatible with thermal condition of existing sewer manhole surfaces. Surface temperatures will range from 30 degrees F to 80 degrees F. Provide test data on EMMLS thermal compatibility based on ASTM C 884.
  4. EMMLS shall be separated from manhole frame by a suitable joint. Joint shall be sealed with joint sealing tape.
- D. EMMLS shall be as manufactured by Raven Lining Systems, Warren Environmental, Sauereisen, AP/M PermaForm, WBE Dorcas Inc., or an approved equal.
- 2.4 CURED-IN-PLACE MANHOLE LINER (CIPM) (HARSH SULFIDE CONDITIONS SUBSTRATE SURFACE OF PH 1.0 OR HIGHER)
- A. Manhole liner system shall be a cured-in-place system suitable for use as a monolithic surfacing in sewer manholes. CIPM system shall be Poly-Triplex Liner System, Terre-Hill, or pre-approved equal.
- B. Liner design and selection of materials shall be suitable for specified design conditions and shall meet minimum requirements outlined in Table 1. Thicker liners may be required based on design conditions. Liner shall be custom designed to fit each manhole and basis of design shall be submitted to Engineer in accordance with Paragraph 1.03. It is Contractor's responsibility to supply a CIPM liner that is most suitable for existing conditions and that meets requirements of this specification. Contractor shall assume groundwater at grade for all sites for purposes of liner thickness design unless otherwise instructed by the City or the Engineer.

Manhole Depth (grade to invert)	Minimum Liner Thickness(1) (inch) ASTM D5813	Minimum Pre-Saturated Fabric Weight (ounces)	Minimum Flexural Modulus of Elasticity (psi) ASTM D790	Minimum Compressive Strength (psi) ASTM D695	Chemical Resistance Testing in accordance with ASTM F1216 Appendix X2	Chemical Resistance Testing in accordance with Greenbook Standards
0 to 10 ft	0.117	56	1,000,000	11,000	PASS	n/a
10.1 to 15 ft	0.117	56	1,000,000	11,000	PASS	n/a
15.1 to 20 ft	0.158	68	1,000,000	11,000	PASS	n/a

(1) Minimum liner thickness includes only the strength portion of the liner. Non-structural layers are not included in minimum thickness requirements.

- C. CIPM shall be installed on benches, walls, channels, and inverts of existing manholes. Cured surface shall be smooth and continuous with proper sealing connections to unsurfaced areas. CIPM shall begin below frame and frame/liner interface shall be sealed using an epoxy.
- D. CIPM shall provide a minimum service life of 25 years.
- E. CIPM shall be continuously bonded to brick, mortar, concrete, chemical sealant, grout, pipe and other surfaces inside sewer manhole. CIPM shall form a continuous, tight-fitting, hard, impermeable surfacing which is suitable for sewer system service and chemically resistant to chemicals or vapors normally found in domestic sewage. Liner shall effectively seal interior surfaces of sewer manhole and prevent any penetration or leakage of groundwater infiltration.
- F. Finished liner shall be repairable at any time during life of structure. Liner shall be flexible, and have an elongation sufficient to bridge up to a one quarter inch settling crack, without damaged to liner. Liner shall be able to bridge expansion cracks that may occur.

## PART 3 – EXECUTION

### 3.1 PREPARATION

- A. Notify property owners who discharge sewage directly to manhole being surfaced that their service will be disrupted while lining is being placed, cured and active pipe and service connections reopened. Notify individual property owners at least 72 hours in advance, giving date, start time, and estimated completion time for the work being conducted. This notification shall be coordinated with distribution of door hangers.
- B. When existing surfaces adjacent to areas where work of this Section is scheduled may be damaged or harmed, provide temporary materials to protect those existing surfaces. Contractor shall determine type and quantity of protective materials.

### 3.2 INSTALLATION – CEMENTITIOUS MANHOLE MONOLITHIC LINING (CMML)

- A. When cured, CMML shall form a continuous, tight-fitting, hard, impermeable surfacing which is suitable for sewer system service and chemically resistant to chemicals or vapors normally found in domestic sewage.

- B. CMML shall cover complete interior of existing sewer manhole including benches (shelves) and inverts. Lining shall effectively seal interior surfaces of sewer manhole and prevent penetration or leakage of groundwater infiltration.
- C. Lining shall be compatible with thermal condition of existing sewer manhole surfaces. Surface temperatures will range from 20 degrees F to 100 degrees F. Provide test data on shrinkage of lining based on ASTM C 596.
- D. Provide necessary bypass pumping of sewage flows where and when rehabilitation work is being performed.
- E. Place covers over invert to prevent extraneous material from entering the sewer lines.
- F. Clean sewer manhole to be surfaced and dispose of resulting material as specified in Section 336080 Manhole Rehabilitation.
  - 1. Coatings that cannot be removed shall be sanded with coarse sand paper to roughen surface sufficient enough to obtain and ensure adequate bonding of CMML.
- G. Conduct a visual inspection of manhole after it is cleaned. Active, hydrostatic infiltration leaks shall be plugged or sealed with grout as specified in Section 336080 Manhole Rehabilitation. Remove loose mortar and rubble of existing benches and inverts. Remove protruding rubber gaskets between wall seams. Prepare manhole to receive EMMLS or CIPM if proposed as necessary by reshaping and repairing benches, inverts, and wall where required. Protect pipe connections. Interior surfaces shall be prepared for EMMLS or CMML as recommended by manufacturer.
  - 1. Cracks and other voids shall be repaired and filled with suitable non-shrinking cements, sealants or grouts.
  - 2. Surfaces shall be clean and structurally sound.
  - 3. Manhole rungs/steps shall be removed, ground smooth and patched and not replaced. Step removal shall be incidental to manhole restoration costs.
- H. Remove interior drop connections anchored to manhole walls prior to installing lining system. After installation and proper curing of lining, re-install interior drop connections to their condition prior to removal.
- I. Liner shall be mixed as specified by manufacturer for 30 seconds to 1

minute after materials have been placed in mixing hopper. Mixing shall be accomplished such that the mix can be sprayed in a continuous manner without interruption until each application is complete.

- J. Just prior to application, clean surface, be free of foreign material, and be damp without noticeable free water droplets or running water, but totally saturated. Materials shall be applied to a minimum uniform thickness, to ensure that cracks, crevices and voids are filled and a relatively smooth surface remains clean after light troweling. Perform light troweling to compact the material into voids and to set the bond.
- K. If a flexible chimney seal is called for in the Drawings, then lining shall be installed one inch below bottom of manhole frame. If no flexible chimney seal is called for in the Drawings, then lining shall be installed to two to three inches above bottom of manhole frame. Termination of and surface of lining shall be suitable for proper installation of manhole frame-chimney seal, if specified.
- L. Covers placed over invert shall be removed and bench sprayed such that a gradual slope is produced from walls to invert with thickness at edge of invert being no less than one half inch. Round wall/bench intersection to a uniform radius full circumference of the intersection.
- M. Caution shall be taken to minimize exposure of applied product to sunlight and air movement. At no time shall finished product be exposed to sunlight or air movement for longer than 15 minutes before replacing manhole cover. In extremely hot and arid climates, shade manhole while reconstruction is in process. Final application shall have a minimum of four (4) hours cure time before being subjected to active flow. Traffic shall not be allowed over manholes for 24 hours after reconstruction is complete.
- N. No application shall be made to frozen surfaces or if freezing is expected to occur inside manhole within 24 hours after application. If ambient temperatures are in excess of 95 degrees F, precautions shall be taken to keep mix temperature at time of application below 90 degrees F. Mix water temperature shall not exceed 85 degrees F. Chill with ice if necessary.
- O. After preparation has been completed, remove loose material and wash walls again. Bench, invert, or service line repairs shall be made at this time using quick setting patching mix per manufacturer's recommendations.

### 3.3 INSTALLATION – EPOXY MONOLITHIC MANHOLE LINING SYSTEM (EMMLS)

- A. Notify property owners who discharge sewage directly to manhole being surfaced that their service will be disrupted while EMMLS is being placed, cured and active pipe and service connections reopened. Notify individual property owners at least 48 72 hours in advance, giving date, start time, and estimated completion time for the work being conducted.
- B. Provide bypass pumping of sewage flows where and when rehabilitation work is being performed.
- C. Place EMMLS in manhole. Installation of EMMLS shall be in complete accordance with applicable provisions of ASTM C 722 and manufacturers' specifications. Manufacturer's representative shall be present during actual installation.
  - 1. Prior to placing EMMLS, manufacturer's representatives shall approve surface preparation work and installation conditions including temperatures.
  - 2. Surfaces shall be sufficiently dry and even.
  - 3. Bottom and horizontal surfaces including benches and channels shall have EMMLS applied to required thickness by hand trowelling or spray on methods.
  - 4. Side vertical surfaces shall have EMMLS applied to required thickness by manufacturer's recommended methodology.
  - 5. Temperature limitations shall be handled as appropriate and as approved by manufacturer.
- D. Cutting and sealing of EMMLS at manhole pipe, cured-in-place liner, rungs, and top connections shall provide watertight seals.

### 3.4 INSTALLATION – CURED-IN-PLACE MANHOLE LINER (CIPM)

- A. CIPM can be performed 24-hours after cementitious repair coating was applied as long as it meets cementitious coating characteristics specified herein.
- B. Prior to placing liner, the City or the Engineer will inspect and approve surface preparation work. Contractor is responsible for ensuring proper installation conditions, including temperature and moisture.
- C. Liner tube shall be fully saturated with selected resin at a site to be designated by Contractor for approval. When fully saturated, liner shall be inserted into manhole per manufacturer's instructions.

- D. Once properly inserted and oriented, liner shall be cured strictly according to manufacturer's instructions for that liner system. Heat cure time, cool down time, and temperatures shall be recorded in a log for the City or Engineer's review.

### 3.5 FIELD QUALITY CONTROL – GENERAL

- A. The Engineer or the City may enter manholes to inspect benching, invert channels, manhole wall/pipe connections, surface preparation, and other parts of the work. Contractor shall provide forced air ventilation, gas monitors and detectors, harnesses, lights, etc. for Engineer or City to enter manhole and perform inspection in complete accordance with OSHA requirements at no additional cost to the City.
- B. Finished manhole surface shall be continuous and as free as commercially practicable from significant defects. Defects which will affect, in foreseeable future or warranty period, the integrity or strength of manhole shall be repaired at Contractor's expense, in a manner mutually agreed upon by the City/Engineer and Contractor.
- C. There shall be no cracks, voids, pinholes, uncured spots, dry spots, lifts, delaminations or other type defects in liner. If any defects are discovered after liner has been installed, it shall be repaired or replaced in a satisfactory manner within 72 hours and at no additional cost to City. This requirement shall apply for entire warranty period.
- D. Active infiltration through lining system shall be zero.
- E. Contractor is responsible for coordinating testing times with the City and Engineer.

### 3.6 FIELD QUALITY CONTROL – CEMENTITIOUS MANHOLE MONOLITHIC LINING SYSTEM

- A. Cementitious lining shall provide a continuous monolithic surfacing with uniform thickness throughout manhole interior. Contractor shall work with the Field Representative to develop an easy method for measuring liner thickness. Use method so the Field Representative does not have to enter manhole to measure thickness.
  1. One possible method would be to install pins (such as masonry nail) at four quadrants around manhole spaced every four feet vertically. Pins would protrude slightly less than one inch from wall. Lining would be installed to cover pins, and Field Representative could verify thickness by checking that no pins are exposed without entering manhole.
  2. Contractor may develop other methods.

3. Costs associated with measuring liner thickness shall be included in unit bid price. If thickness of lining is not uniform or is less than specified, it shall be repaired or replaced at no additional cost to City.
- B. Contractor shall visually verify absence of leaks and perform a vacuum test. Vacuum test shall be performed as follows:
1. Vacuum Test: Test rehabilitated manholes using vacuum test method, following manufacturer's recommendations for proper and safe procedures. Vacuum testing of manholes and structures shall be performed after curing of linings. Vacuum testing will not be required on manholes with sewer lines greater than 16-inches in diameter due to safety concerns. Any visible leakage in manhole or structure, before, during, or after test shall be repaired regardless of test results. Vacuum test shall be performed in accordance with ASTM C 1244.

3.7 FIELD QUALITY CONTROL – EPOXY MANHOLE MONOLITHIC LINING SYSTEM (EMMLS)

- A. Field acceptance of EMMLS shall be based on the City/Engineer's evaluation of proper monolithic lining of manhole. Field acceptance shall also be based on City/Engineer's evaluation of appropriate installation and curing test data along with review of manhole inspections.
- B. EMMLS shall provide a continuous monolithic lining with uniform thickness throughout manhole interior. If thickness of EMMLS is not uniform or is less than specified, it shall be repaired or replaced at no additional cost to the City.
1. Engineer or the City will measure EMMLS cured thickness by physically cutting through lining (by drilling or coring) and making a direct measurement. Make a minimum of two thickness measurement locations in each EMMLS manhole. A suitable non-destructive type of thickness measurement may also be used.
  2. EMMLS thickness measurement locations shall be repaired by Contractor in accordance with manufacturer's recommendations. These repairs shall be included in two-year EMMLS warranty.
  3. Contractor shall also perform in-place testing in each manhole to verify adhesion of EMMLS to existing manhole substrate. Adhesion strength tests shall be in accordance with ASTM D 7234 and test area shall be isolated from remaining portion of manhole by coring through liner into substrate. Two tests shall be performed in each manhole at locations directed by the City or Engineer. Testing shall consist of a calibrated pull test. Equipment shall be provided by Contractor. Samples shall meet a



minimum pressure resistance of 400 pounds per square inch (psi).

- C. There shall be no cracks, voids, pinholes, uncured spots, dry spots, lifts, delaminations or other type defects in EMMLS.
- D. Contractor shall submit proposed method for testing for these defects. One of the following tests shall be performed by Contractor as directed by City or City's Agent.
  - 1. Vacuum Test: A vacuum test conforming to requirements of ASTM C 1244 shall be performed for every lined manhole or circular structure where practical.
  - 2. Holiday Detection Test: A high voltage holiday detection system may be used to determine if any holidays (pinholes, voids, etc.) exist in lining. Set sensitivity control of holiday tester to accommodate thickness of applied lining (100-125 volts for each one (1) mil thickness). Follow guidelines of holiday testing equipment manufacturer for correct control settings. One such service is Tinker & Razor Holiday Tester Model APW.
  - 3. Should a holiday be detected, it shall be marked and lining installation Contractor shall repair void according to correct procedure determined by system manufacturer.
  - 4. Ultrasonic Testing: Per ASTM D 6132.

3.8 FIELD QUALITY CONTROL – CURED-IN-PLACE MANHOLE LINER (CIPM)

- A. Field acceptance of CIPM shall be based on the City's or Engineer's evaluation of proper monolithic lining of manhole. Field acceptance shall also be based on the City's/Engineer's evaluation of appropriate installation and curing test data along with review of manhole inspections.
- B. CIPM shall provide a continuous monolithic lining with uniform thickness throughout manhole interior. If thickness of CIPM is not uniform or is less than specified, it shall be repaired or replaced at no additional cost to the City.
  - 1. Engineer or City will measure CIPM cured thickness by physically cutting through lining (by drilling or coring) and making a direct measurement. Make a minimum of two thickness measurement

locations in each CIPM manhole. A suitable non-destructive type of thickness measurement may also be used.

2. CIPM thickness measurement locations shall be repaired by Contractor in accordance with manufacturer's recommendations. These repairs shall be included in two-year warranty.
  3. Contractor shall also perform in-place testing in each manhole to verify adhesion of CIPM to existing manhole substrate. Adhesion strength tests shall be in accordance with ASTM D 7234 and test area shall be isolated from remaining portion of manhole by coring through liner into substrate. Two tests shall be performed in each manhole at locations directed by the City or Engineer. Testing shall consist of a calibrated pull test. Equipment shall be provided by Contractor. Samples shall meet a minimum pressure resistance of 400 psi.
- C. There shall be no cracks, voids, pinholes, uncured spots, dry spots, lifts, delaminations or other type defects in CIPM.
- D. Contractor shall submit proposed method for testing for these defects. One of following tests shall be performed by Contractor as directed by the City or the City's Agent.
1. Vacuum Test: A vacuum test conforming to requirements of ASTM C 1244 shall be performed for every lined manhole or circular structure where practical.
  2. Holiday Detection Test: Per ASTM D4787, a high voltage holiday detection system may be used to determine if any holidays (pinholes, voids, etc.) exist in lining. Normally sensitivity control of holiday tester is set to accommodate thickness of applied lining (100-125 volts for each 1 mil thickness). Follow guidelines of holiday testing equipment manufacturer for correct control settings. One such service is Tinker & Rasor Holiday Tester Model APW. Should a holiday be detected, it shall be marked and lining installation Contractor shall repair void according to correct procedure determined by system manufacturer.
  3. Ultrasonic Testing: Per ASTM D 6132

### 3.9 CLEANING

- A. Remove temporary protective materials at existing surfaces surrounding work of this Section.
- B. Remove excess materials, installation equipment, and clean work areas around manholes. Properly remove trash and debris leaving work area

in condition that existed prior to work performed under this Section.

END OF SECTION

## SECTION 336084

### CURE IN PLACE PIPE LINING

#### PART 1 - GENERAL

##### 1.1 SCOPE

- A. Furnish all labor, materials, equipment, and incidentals required to install and test the cured in place pipe (CIPP) lining and appurtenances complete as shown on the Drawings and/or as specified herein, including, but not limited to services necessary for traffic control, bypass pumping and/or diversion of sewage flows, cleaning and television inspection of sewers to be lined, liner installation, reinstatement of service connections, quality control, providing samples for performance of required material tests, final television inspection, testing of lined pipe system and warranty work, all as specified herein.
- B. Sewer cleaning, pre-rehabilitation and post-rehabilitation closed circuit television (CCTV) inspection of all pipes to be rehabilitated by CIPP lining methods are required per applicable Specifications as listed herein. Note that the City will be performing the closed-circuit television (CCTV) inspection of all pipes to be rehabilitated. The Contractor will perform all post-rehabilitation CCTV inspections.
- C. Contractor shall remove obstructions and protruding service connections as required to complete the CIPP rehabilitation. Removal of all pipeline obstructions and protruding service connections required for sewer rehabilitation using cured in place pipe lining shall be completed prior to the pre-rehabilitation CCTV inspection.

Neither the CIPP system, nor its installation, shall cause adverse effects to any of the City's processes or facilities. The use of the product shall not result in the formation or production of any detrimental compounds or by-products in the system or at the wastewater treatment plant. Notify the City and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local waste discharge requirements. Cleanup and restore existing surface conditions and structures, and repair any of the CIPP system determined to be defective. Conduct installation operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, businesses, and property owners or tenants.

- D. The Contractor, or Contractor performing the Work, shall not change any

material, design values or procedural matters stated or approved herein, without informing the City/Engineer and receiving written approval of the change. Such changes constitute a breach of contract and shall result in rejection and removal of work performed with the unapproved materials or processes at no cost to the City.

- E. Maintenance and Protection of Traffic, confined space entry, and work site protection shall be the responsibility of the Contractor and costs of these items are included in the cost of the project. Notify Police, Fire, NPU, Ambulance agencies, and residents/businesses in advance of any and all road closures. Comply with applicable OSHA trench safety rules and confined space and sewer system entry.

## 1.2 RELATED WORK

- A. Maintenance of flow in existing sewers and drains.
- B. Sewer system smoke testing is included in Section 336065.
- D. Sewer line cleaning is included in Section 336070.

## 1.3 SUBMITTALS

- A. Submit to the City/Engineer, in accordance with Section 013000, shop drawings, product data, materials of construction, design calculations, and details of installation. The Contractor shall provide this information without delay or claim to any confidentiality. Contractor shall note that there are two different sets of submittals required with different time frames as shown below in Sections 1.3.B. and 1.3.C.
- B. Submittals required with the bid shall include the following:
  - 1. Letter to certify that the CIPP will conform to the project requirements as outlined in the Scope of Work and as delineated in these specifications and that the Contractor's personnel has had at least 5 (five) years active experience in the commercial installation of CIPP. In addition, the Contractor must have successfully installed at least 1,000,000 feet of a CIPP product in wastewater collection systems of a similar size, length and configuration as contained in this contract as documented by verifiable references. Submit name and experience of each lead individual performing work on this Contract. Personnel replaced by Contractor shall have similar verifiable experience as personnel originally submitted for project. Contractor's project managers must have a minimum of two (2) years of CIPP installation experience and must be on-site during the installation of the CIPP products.

2. Submit information in following subparagraphs for review and approval before any CIPP lining work is performed.
    - a. Number of years of Contractor's experience in installing CIPP lining.
    - b. Documentation and a sufficient number of references to meet qualifications requirements as listed in Paragraph 1.5 Qualifications, of this Section.
    - c. Names and product information of the CIPP felt tubes and resin materials to be utilized for this project and their suppliers.
    - d. A certified statement from manufacturer that Contractor is an approved installer as certified and/or licensed by the CIPP liner manufacturer.
  3. A list of a minimum of five (5) municipal clients that CIPP Contractor has performed this type of work for without defects or performance problems for a period of five (5) years after installation. The list shall contain the following:
    - a. Names, addresses, and telephone numbers, and e-mails of persons to be called to verify previous satisfactory performance.
    - b. A full description of the actual work performed.
    - c. Name of CIPP lining manufacturer and supplier for each referenced project.
  4. Five (5) reports from projects within past two (2) years from independent testing laboratory analysis of liner materials showing: Modulus of elasticity as determined by appropriate ASTM standard and flexural stress as determined by ASTM D790 standard. Lining shall be of same resin system and felt tube materials as proposed for this project.
- C. Submittals required within 10 days after notice to proceed shall include the following:
1. Detailed information on the CIPP installation procedures (wet-out, heating, curing, and cool down, if applicable) and all tools and equipment required for a complete installation. Identify which tools and equipment will be redundant on job site in the event of equipment breakdown. Equipment to be furnished for the project, including proposed back-up equipment, shall be clearly described. Contractor shall outline the mitigation procedure to be implemented in the event of key equipment failure during the installation process.

2. CIPP lining schedules including field-verified lengths and diameters of all CIPP lining and appurtenances required. Plans should include map(s) that show insertion points for all CIPP installations.
3. Shop drawings and product data to demonstrate compliance with these specifications and identify materials of construction (including resins, catalysts, felt, etc.), felt manufacturer, location of the felt manufacturing facility, location of the wet-out facility, etc., flexible membrane (coating) material (including recommended repair/patching procedure, if applicable).
4. Manufacturers' shipping, storage and handling recommendations for all components of the CIPP System.
5. MSDS sheets for all proposed products and materials to be furnished for the project.
6. Detailed sample collection, laboratory testing and quality control procedures, including schedule and shipping and storage requirements.
7. Written description and/or plan for odor control that will ensure that project specific odors such as styrene will be minimized at the project site and surrounding area.
8. The end seal material(s) and description of their installation.
9. Detailed written plan of the method of flow maintenance (Bypass Pumping plan) and noise prevention measures.
10. A detailed description of the Contractor's proposed procedures for removal of any existing blockages in the pipeline that may be encountered during the cleaning process.
11. A detailed written traffic-control plan that details every street that will be impacted and how impacts will be mitigated.
12. Data on the maximum allowable stresses and elongation of the tube during installation and the means in which the Contractor will monitor stress and elongation (i.e., ideal inversion head and maximum cold head, minimum inversion head, maximum hot head).
13. A detailed public notification plan shall be prepared and submitted including detailed staged notification to residences affected by the CIPP installation.
14. A complete description of the proposed wet-out procedure for the proposed technology.

15. A Safety Plan identifying all competent persons, a description of a daily safety program for the job site and all emergency procedures to be implemented in the event of a safety incident. All work shall be conducted in accordance with the Contractor's submitted Safety Plan.
16. A detailed quality control plan (QCP) that fully represents and conforms to the requirements of these specifications. At a minimum the QCP shall include the following:
  - a. A detailed discussion of the proposed quality controls to be performed by the Contractor.
  - b. Defined responsibilities of the Contractor's personnel for assuring that all quality requirements for this contract are met. These shall be assigned by the Contractor, to specific personnel.
  - c. Proposed procedures for quality control including those pertaining to fit and finish, and product sampling and testing shall be defined and submitted as part of the plan.
  - d. Proposed methods for product performance controls, including method of and frequency of product sampling and testing both in raw material form and cured product form.
  - e. A schedule for performance and product test result reviews between the Contractor and City/Engineer at a regularly scheduled job meeting.
  - f. Inspection forms and guidelines for quality control inspections shall be prepared in accordance with the standards specified in this contract and submitted with the QCP.
17. Design data and specification data sheets listing all parameters used in the CIPP liner design and thickness calculations based on ASTM F 1216 for fully deteriorated gravity pipe conditions. Thickness of liners for oval and egg-shaped pipe shall be calculated in accordance with the "Sewerage Rehabilitation Manual" published by the Water Research Center (WRC). All calculations shall be prepared under the supervision of and stamped by a Professional Engineer registered in the State of Florida.

D. Submittals before, during and after CIPP installation work shall include the following:

1. Prior to each shipment of CIPP lining, submit certified test reports that the CIPP lining for this Contract was manufactured and tested in



accordance with all ASTM Standards specified and referenced herein.

2. CIPP lining schedules including field-verified lengths and diameters of all CIPP lining and appurtenances required to show that the contractor has physically measured every pipe to be rehabilitated. Plans should include map(s) that show insertion points for all CIPP installations.
3. Detailed installation procedures and manufacturer's recommended cure method for each diameter and thickness of CIPP liner to be installed, including CIPP lining production schedule, acceptable inversion heads and pressures, inversion or winching procedures, curing and cool-down procedures detailing the curing rate of temperature increases and cool down and the method of application, and times for each stage of the process.
4. Wet-out forms/reports for each CIPP segment with detailed information including but not limited to: date and time of wet-out, wet-out facility address, volumes and/or weights of resin, length and diameter of CIPP liner (both wet-tube and dry-tube), roller gap settings, start times, finish times, resin used (product name and batch/shipment number) and quantity, gel times, resin injection locations, thickness of CIPP liner (dry and wet), catalyst(s) name and quantity used, and any other pertinent data documenting the wet-out for each section of CIPP liner manufactured. The wet-out forms shall be submitted prior to CIPP liner installation and shall be provided without delay or claim to any confidentiality. Wet out forms shall be submitted to the City/Engineer field representative on the day of delivery.
5. CIPP liner field curing reports documenting the liner installation for all sewer segments. The CIPP liner reports shall document all details of liner installation, including manhole numbers, street names/sewer location, project number, date, time, ambient temperature, heads used during the inversion process, pressures and/or heads (minimum inversion pressure, ideal head, maximum hot head and maximum cold head) used during curing (including cool down if applicable), curing temperature, curing time, rate of cool down, CIPP liner thickness, etc. A sample report shall be submitted to the City/Engineer for approval prior to the installation of any CIPP lining. The reports shall be submitted prior to requesting payment and shall be provided without delay or claim to any confidentiality.

NOTE: The following item (#6) is for UV cured CIPP. Delete if not used.

6. For UV cured liners, record the curing and light train speed (feet per minute), light source (number of lamps, intensity and wattage), inner air pressure (psi), exothermic (curing) temperatures per unit time over the length of the liner, and temperature of the internal liner surface. Include

liner manufacturer recommended citations in the submittal.

7. Complete certified copies of the report(s) output(s) of the continuous temperature monitoring systems used in the control of the curing, printed and in electronic format. The reports shall be submitted prior to requesting payment and shall be provided without delay or claim to any confidentiality. Also provide the City/Engineer with access to the website where the secure reports can be obtained.
8. Samples of installed liner(s) for testing to be performed by an ASTM-certified independent testing laboratory, as described further herein.
9. Information on any grouts, epoxy, or cements the Contractor is proposing to use for sealing at manholes or for other uses.
10. Submittals shall be provided in three-ring binders and/or electronic format.
11. Submit daily production reports to the City/Engineer's Superintendent and/or field representative at the end of each workday.
12. A list of all service laterals (with distances and clock position) that were abandoned or reconnected as part of the work as further defined herein.
13. Some installations may result in the need to repair or replace a defective CIPP. Submit in writing, for review by the City/Engineer, specific repair or replacement procedures for potential defects that may occur in the installed CIPP. Repair/replacement procedures shall be as recommended by the CIPP system manufacturer and shall be submitted to also include the following:
  - a. Defects in the installed CIPP that will not affect the operation and long-term life of the product shall be identified and defined.
  - b. Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor based on manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications. Repairable defects may include but are not limited to blisters, wrinkles, fins, pinholes, over- or under-cut lateral connections, and any voids found between liner and the host pipe.
  - c. Un-repairable defects that may occur to the CIPP shall be clearly defined by the Contractor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the CIPP. Un-repairable defects may

include but are not limited to thickness below required minimum thickness, structural strength below required limits, lifts, shrinkage, folds, bulges, and delamination.

14. A list of all repair or replacement of CIPP defects that were executed by the contractor including identification of segment, location of the repair, and type of repair.

NOTE: The following item requires Contractor to provide NASSCO CIPP Inspector Training to City staff. Training of the City's inspectors by the CIPP system manufacturer is an alternative. If required, it should be scheduled during the first actual installation, so the inspector learns during actual field operations. The NASSCO Inspector training program (ITCP) is another alternative that provides training for the inspector specifically on Quality Assurance, inspection procedures and testing requirements based on industry standard principals. Leave or delete this item as appropriate.

- a. Two days of inspector training, by the CIPP system manufacturer, for the City's inspectors shall be provided. This training shall be prior to liner installation, include both technical and field training and include all key aspects of visual inspection and sampling procedures for testing requirements. On smaller projects having an estimated duration of less than two weeks of lining work, system manufacturer shall furnish a check list containing key elements of the CIPP installation criteria that is are important for the City's inspector to ensure that quality control and testing requirements are performed in accordance with Contract Documents.

#### 1.4 REFERENCED STANDARDS (LATEST REVISIONS)

- A. ASTM International (ASTM):
  1. ASTM D 543 - Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents.
  2. ASTM D 638 - Standard Test Method for Tensile Properties of Plastics.
  3. ASTM D 790 - Standard Test Method for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
  4. ASTM D 792 - Standard Test Methods for Density and Specific Gravity of Plastics by displacement.
  5. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.

6. ASTM F1336-15 - Standard Specification for Polyvinyl Chloride (PVC) Gasketed Sewer Fittings
7. ASTM F 1743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP).
8. ASTM F 2019 – 11 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP)
9. ASTM D 2122-98(2004) - Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings.
10. ASTM D 2412 - Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading.
11. ASTM F 2561-11 - Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One Piece Main and Lateral Cured-in-Place Liner.
12. F2599-11 - Standard Practice for Sectional Repair of Damaged Pipe by Means of an Inverted Cured-In-Place Liner.
13. ASTM D 2990 - Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics.
14. ASTM D 5813 - Standard Specification for Cured-in-Place Thermosetting Resin Sewer Piping Systems.

*NOTE: The following items (15-17) are not necessary for standard CIPP. They apply only to fiberglass reinforced CIPP. Leave or delete this item as appropriate.*

15. ASTM D 3567-97(2002) - Standard Practice for Determining Dimensions of Fiberglass (Glass-Fiber-Reinforced Thermosetting Resin) Pipe and Fittings.
16. ASTM D 3681 - Standard Test Method for Chemical Resistance of "Fiberglass (Glass Fiber Reinforced Thermosetting Resin) Pipe in a Deflected Condition.
17. ASTM F 2019-03 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP).

- B. National Association of Sewer Service Companies (NASSCO):
  - 1. NASSCO Pipeline Assessment and Certification Program (PACP) Reference Manual, current edition, including addenda.
- C. Water Research Centre, UK:
  - 1. Sewerage Rehabilitation Manual, Type II Design, 4th edition (April 2001), WRC Publications.
- D. Where reference is made to one of the above standards, the latest revision/update in effect at the time of bid opening shall apply.

## 1.5 QUALIFICATIONS

- A. Contractor performing CIPP lining work shall be fully qualified, experienced and equipped to complete this work expeditiously and in a satisfactory manner and shall be certified and/or licensed as an installer by CIPP lining manufacturer. For a Contractor to be considered as considered qualified by the City, the Contractor must satisfy all insurance, financial, and bonding requirements of the City, and must have had at least 5 (five) years active experience in the commercial installation of CIPP. In addition, the Contractor must have successfully installed at least 1,000,000 feet of a CIPP product in wastewater collection systems of a similar size, length and configuration as contained in this contract as documented by verifiable references. Submit name and experience of each lead individual performing work on this Contract. Personnel replaced by Contractor shall have similar verifiable experience as personnel originally submitted for project. Contractor's project managers must have a minimum of two (2) years of CIPP installation experience and must be on-site during the installation of the CIPP products.
- B. Full-time, on-site superintendent/foreman that will supervise CIPP lining installation has have a minimum five (5) years as a foreman/superintendent, documented by verifiable references, for a cured-in-place lining crew (installing actual product included with this project), and a minimum of 300,000 lineal feet of cured-in-place lining installed under his/her supervision. Such experience shall include the actual product, by trade name, CONTRACTOR proposes to install. Acceptable documentation of these minimum installations must be submitted to the City.
- C. Lead personnel including superintendent, foreman and lead crew personnel each shall have a minimum of five (5) years of total experience

with CIPP technology proposed and shall have demonstrated competency and experience to perform the scope of work as documented by verifiable references.

- D. City and/or Engineer reserves the right to approve or disapprove Contractor, Superintendent, and/or manufacturer based on submitted qualifications and a follow-up interview.
- E. Contractor shall self-perform a minimum of eighty (80%) percent of the CIPP in a given work authorization and the overall project.
- F. CIPP felt and resin manufacturer(s) shall have successfully supplied a minimum of 500,000 feet of proposed liner and one million pounds of resin as documented by verifiable references.
- G. The lateral cutter is required to have at least six (6) months of experience reinstating the connection between the sewer main and lateral lining as documented by verifiable references.

#### 1.6 GUARANTEE

- A. CIPP lining placed shall be guaranteed by Contractor and manufacturer for a period of five (5) years from date of Substantial Completion. During this period, serious defects discovered in CIPP lining, as determined by City and which may materially affect the integrity, strength, function and/or operation of pipe, shall be removed and replaced as recommended by the manufacturer in a satisfactory manner by Contractor at no cost to the City. The City may conduct an independent CCTV inspection, at its own expense, of CIPP lining work prior to completion of warranty period. Defects replaced at that time shall be fully warranted by Contractor and manufacturer for a period of two (2) years from date the defect was repaired. Wrinkles in flow stream, blisters that may affect the longevity of CIPP liner, dry spots where liner tube has no resin saturation, or other defects that may affect the integrity or strength of the CIPP or the flow capacity of the pipe, are unacceptable. Contractor shall be responsible to remove and repair, at Contractor's expense, all such defects in a manner that is satisfactory to City/Engineer. Defects also include but not limited to the following:
  - 1. Leakage through the liner or between liner and pipe.
  - 2. Reduction of liner thickness of more than ten percent (10%) of the thickness designed and/or required. Final liner thickness shall be delivered by Contractor based on installed product physical properties and as specified in Contract requirements.
  - 3. Separation of liner from host pipe where an annular space is clearly

noticed, shrinkages (longitudinal and/or circumferential), dry spots, delamination of liner, cured lifts, dry spots, bulges due to external loading, reverse curvatures, splits, cracks, lifts, breaks, folds, major wrinkles (as defined further herein), flats, pinholes, crazing and any other defects that in the CIPP lining will compromise the longevity of the installed product.

4. Circumferential defects (wrinkle, fin, bulge, etc.) in the invert of pipe between 4:00 and 8:00 o'clock shall not exceed three (3%) percent of the host pipe diameter or one half (1/2")-inches by visual measurement, whichever is smaller, at the discretion of the City.
5. Longitudinal wrinkles or fins shall not exceed maximum allowable height of five (5%) percent of equivalent host pipe diameter or one (1")-inch, whichever is smaller.
6. Structural strength below the required limits.

#### 1.7 QUALITY ASSURANCE

- A. CIPP linings shall follow the quality control plan submitted by Contractor.
- B. CIPP linings shall be from a single manufacturer. Suppliers shall be responsible for provisions of all test requirements specified herein as applicable. In addition, CIPP lining to be installed under this Contract may be inspected at the plant for compliance with these specifications by an independent testing laboratory provided by the City. Contractor shall require manufacturer's cooperation with these inspections. Cost of plant inspection of all CIPP lining approved for this Contract will be the responsibility of the City.
- C. Inspections of CIPP lining may also be made by Engineer or other representatives of City after delivery. CIPP lining shall be subject to rejection at any time on account of failure to meet any of the requirements specified, even though sample CIPP lining may have been accepted as satisfactory at the place of manufacture. CIPP lining rejected after delivery shall be marked for identification and shall be removed from the job site.
- D. In the event that an installation is rejected based on review of the Contractor's post-rehabilitation CCTV inspection, the Contractor shall repair the sewer segment to the satisfaction of the City/Engineer at no additional cost to the City.
- E. Along with the physical properties testing, the Contractor shall deliver a certified copy of the curing report output from the temperature monitoring system used in the control of the curing process for pipes; or provide the

City/Engineer with access to the website where the secure report can be obtained.

## 1.8 DELIVERY, STORAGE AND HANDLING

- A. Care shall be taken in shipping, handling and laying to avoid damaging the CIPP liner. CIPP liner damaged beyond repair in shipment shall be replaced as directed by the City/Engineer.
- B. Any CIPP liner showing a visible split, tear, or defect, at no additional cost to the City, shall be repaired per manufacturer's recommendations and to the satisfaction of the Engineer or, if not possible, shall be removed at once from the project site.
- C. While stored, CIPP shall be adequately supported and protected in a manner as recommended by manufacturer.
- D. CIPP liner shall be maintained at a proper temperature in refrigerated facilities to prevent premature curing at all times prior to installation. CIPP liner shall be protected from UV light. CIPP liner showing evidence of premature curing will be rejected for use and shall be immediately removed from the site.

## PART 2 - PRODUCTS

### 2.1 CIPP FELT LINER AND RESIN

NOTE: For item B, normal recommended ratio of resin and felt by volume is 85% and 15% with some minor tolerances. The CIPP is based on the resin volume provided not the amount of felt carrier material. If the carrier material includes fiberglass or is all fiberglass, then the resin to fabric will be adjusted as recommended by the manufacturer. If there are missing pipe segments, this usually will require some additional reinforcement or a pre-liner to avoid overstretching of the liner.

- A. CIPP liner shall be Granite Inliner by Granite Construction, Inc., Insituform by Insituform Technologies, Inc., National Liner by National EnviroTech Group LLC, SAK Liner by SAK Construction LLC, CIPP Corp., Sancon CIPP by Sancon Engineering Inc., Improved Technologies Group, or pre-approved equal.
- B. CIPP liner shall be composed of tubing material consisting of one or more layers of a flexible non-woven polyester felt with or without additives such as woven fiberglass or other fibers and meet the requirements of ASTM F 1216, ASTM F 1743, and ASTM D 5813. Felt content of CIPP liner shall be determined by Contractor, but shall not exceed 15 percent of the total impregnated liner volume. Fabric tube



shall be capable of absorbing and carrying resins, constructed to withstand installation pressures and curing temperatures and stretch to fit irregular pipe sections. Contractor shall submit certified information from felt manufacturer on normal void volume in the felt fabric that will be filled with resin.

- C. CIPP liner tube may be made of single or multiple layer construction, with any layer not less than 1.5 mm thick, unless the tube is made of fiberglass material. Wet-out fabric tube shall have a uniform thickness and void space for resin distribution that when compressed at installation pressures will produce a predictable finished thickness that meets or exceeds the design thickness after cure.
- D. No material shall be included in fabric tube that may cause de-lamination in cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between felt fabric and activated resin containing a colorant.
- E. Wall color of interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. Hue of the color shall be dark enough to distinguish a contrast between fully resin saturated felt fabric and dry or resin lean areas.
- F. Seams in the fabric tube, if applicable, shall meet the requirements of ASTM D5813.
- G. The outside layer of the tube shall be coated with an impermeable material compatible with the resin and fabric.
- H. Resin: Shall be a corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy and hardener system manufactured specifically for sewer rehabilitation, that, and when properly cured within the tube composite, meets the requirements of ASTM F 1216, ASTM F 1743 or ASTM F 2019, the physical properties herein, and those, which are to be utilized in the design of CIPP for this project. Resin shall produce CIPP that will comply with or exceed structural and chemical resistance requirements of this specification. Liner material and resin shall be completely compatible. Generally, resin shall not contain fillers, except those required for viscosity control or fire retardance or increase strength, and with applications for which inert fillers would facilitate better heat transfer and retention during installation. Liner contractor may add up to five (5%) percent by mass, a thixotropic agent for viscosity control, which will not interfere with visual inspection.
- I. Resins may contain pigments, dyes, or colorants, which shall not interfere with visual inspection of cured liner. Quantity of resin used for

tube impregnation shall be sufficient to fill volume of air voids in tube with additional allowances for polymerization shrinkage and loss of resin through cracks and irregularities in original pipe wall. Use serial vacuum impregnation or pressure impregnation process (or equal) to provide maximum resin impregnation throughout the tube.

- J. Prior to inversion, if applicable, outside and/or inside layer of tube (before inversion/pull-in as applicable) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, vacuum impregnation and monitoring of resin saturation during the resin impregnation (wet out) procedure.
- K. Exterior of manufactured tube shall have distance markings along its length at regular intervals not to exceed five (5') feet. Use these marks as a gauge to measure elongation during insertion. Should overall elongation of a reach exceed five (5%) percent, liner tube shall be rejected and replaced.
- L. Contractor shall identify the wet-out facility where all CIPP liner under this Contract will be manufactured. All CIPP liner shall be manufactured from this designated wet-out facility throughout entire Contract unless specifically approved otherwise by Engineer in writing. Multiple wet-out facilities shall not be allowed.
- M. City and/or an agent of City may inspect CIPP liner during manufacturing and wet-out. City/Engineer shall be given an opportunity to witness manufacturing of all CIPP liner for this project. The City is responsible for costs associated with witnessing the manufacturing of CIPP liner.
- N. If City/Engineer decides to inspect the manufacturing of CIPP liner, Contractor shall provide full access to witness wet-out process and shall provide any and all information related to the manufacturing as requested by City or City's agent without delay and without claims of confidentiality or product privacy.
- O. Application of resin to felt tubing (wet-out) shall be conducted under factory conditions using vacuum impregnation and materials shall be fully protected against UV light, excessive heat and contamination at all times. If on-site wet out is required, Contractor shall be required to maintain ambient conditions similar to those encountered during factory wet outs.
- P. Liners that are impregnated at the factory and transported to the project site in refrigerated trucks shall be installed as soon as possible and no more than two (2) weeks after the date of impregnation at the factory.

NOTE: If the sewer system contains traces of materials other than normal domestic sewage as defined in ASTM D 5813 then testing of the flow must be performed to verify that the proposed resin will be adequate. If not, then an alternative resin must be selected.

- Q. When cured, CIPP liner shall form a continuous, tight-fitting, hard, impermeable liner that is chemically resistant to any chemicals normally found in domestic sewage per Table 2.1 in ASTM F 1216. CIPP liner shall be chemically resistant to trace amounts of gasoline and other oil products commonly found in municipal sewerage and soils adjacent to sewer pipe to be lined.

NOTE: For brick sewers and other irregular sewers, the circumference needs to be measured at a minimum every 50 feet to capture any variations in dimensions.

- R. CIPP liner tube shall be manufactured or fabricated to a size that will tightly fit internal circumference of sewer being rehabilitated after being installed and cured. CIPP liner shall be capable of fitting into irregularly shaped pipe sections and through bends and dips within the pipeline. Allowance for longitudinal and circumferential expansion shall be taken into account when sizing and installing CIPP liner. Tube shall be properly sized to diameter of existing pipe and length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. Contractor shall determine minimum tube length necessary to effectively span designated run between manholes. Contractor shall verify lengths in field prior to ordering and prior to impregnation of tube with resin, to ensure that tube will have sufficient length to extend entire length of the run, which is defined as the length of the existing host pipe measured from the interior walls of the manholes, and/or from the ends of the pipe when/if the pipe extends into the manholes. Contractor shall also measure inside diameter and circumference of existing pipelines at face of each manhole in field prior to ordering liner so that liner can be installed in a tight-fitted condition with little or no wrinkling.

- S. Length of CIPP liner shall be as deemed necessary by Contractor to effectively carry out insertion of CIPP liner and sealing of CIPP liner at outlet and inlet manholes. Required diameter and length of each pipe segment shall be measured in advance of wet-out and a list of these measurements shall be submitted to Engineer at least one week prior to installation of each CIPP liner.

- T. Contractor shall be responsible for ensuring that correct liner is installed in each sewer reach being rehabilitated.

- U. All pipes of diameter 12-in and greater shall have a minimum finished thickness of six (6) millimeters or as designed, whichever is greater.

V. Contractor shall verify proposed CIPP liner thicknesses and submit associated calculations. Actual cured liner thickness shall be  $-5/+10$  percent of approved design thickness and shall not include thickness of any non-structural membrane (inner/pre- liner). CIPP liner shall be designed in accordance with applicable provisions of ASTM F 1216 for “fully deteriorated gravity pipe conditions”, unless Engineer agrees, in writing, prior to installation that “partially deteriorated gravity pipe conditions” shall apply based upon review of CCTV video. CIPP liner shall meet following design conditions, unless Engineer agrees, in writing, of their change:

1. AASHTO H 20 Live Load.
2. Constrained soil modulus of native soil in the pipe zone of 1,000 psi.
3. Soil weight of 120 pounds per cubic foot and a coefficient of friction of  $Ku'=0.130r$  shall be used for the installed depths.
4. Long-term flexural modulus used in design calculations shall be estimated by multiplying lowest short-term flexural modulus used in design calculations by a retention factor of 0.50 (i.e., long-term retention of mechanical properties equal to 50 percent.)
5. Design safety factor of 2.0.

*NOTE: Groundwater depth shall be per the geotechnical report. In very conservative cases, groundwater depth can be considered to be at the ground surface.*

6. Typical groundwater levels shall be estimated at one half (1/2) the distance between crown of pipe and ground surface. If actual groundwater depth information is available from USGS or other sources, it shall be utilized in calculations. Groundwater depth used in calculations shall be from estimated maximum groundwater level from surface to invert of interior pipe or at elevation specified for bidding purposes in Contract Documents.
7. Service temperature range shall be 40 to 100 degrees F.
8. Minimum ovality of host pipe of two (2) percent.
9. Long-term retention of mechanical properties equal to 50 percent.
10. Thickness to be used for CIPP liner shall be largest thickness as determined by calculations for deflection, bending, buckling and minimum stiffness.

11. CIPP liner thickness for non-round pipes or circular pipes with greater than 10% ovality shall be designed on accordance with WRc Sewerage Rehabilitation Manual, Type II Design, Section 5.3.2.iii.
12. Minimum liner thickness after installation and curing for all pipes 12-inches in diameter and larger shall be six (6) mm or as designed, whichever is greater. Thicknesses following installation and curing shall be based on design calculations provided by Contractor.
13. CIPP liner shall provide a minimum service life of 50 years and, for design purposes, shall have the following minimum initial and long-term properties:

Property	Test Method	Initial (psi)	Long Term (psi)
Flexural Strength	ASTM D790	4,500	2,250
Flexural Modulus of Elasticity	ASTM D790	350,000	175,000

14. The CIPP shall be designed to withstand all imposed loads, including dead and live loads and, if applicable, hydrostatic pressure. The liner shall have sufficient wall thickness to withstand all anticipated external pressures and loads that may be imposed after installation.

## 2.2 END SEALS

- A. End seals shall be composed of hydrophilic rubber and molded as a one-piece, three-inch (3") wide cylinder which when installed will form a 360-degree seal between the host pipe and the newly installed liner. Use of caulking, rope or band type of an end seal shall not be allowed. Acceptable end seals are Insignia™ End Seals by LMK Enterprises or approved equal.

*NOTE: For projects in which manholes will also be rehabilitated, the following item (item B) should be deleted. For projects in which manholes are not being rehabilitated, the hydrophilic seals are sufficient enough to prevent any infiltration migrating to the manhole, and installing an additional seal at the manhole wall will add price and may also prevent an inspector to confirm that the hydrophilic seals have been installed by the contractor. If required to have the end of the pipe at the manhole wall covered, item B can be included.*

- B. Contractor shall install epoxy at the end of each lined pipe to cover any piece of existing pipe that are exposed at the manhole wall. Acceptable epoxy resins are Sikadur 31 or approved equal.

## 2.3 SERVICE LATERAL SEALS

*NOTE: If the sewer is located in groundwater table conditions, then hydrophilic rubber connections are required. If there is no groundwater present, chemical grouting is acceptable.*

- A. Service lateral connections shall be sealed. If the sewer is not under the phreatic surface, for the purposes of this specification anything deeper than five (5') feet from land surface is considered below the phreatic surface, seal service lateral connection by injecting a chemical hydrophilic grout into the space between the connection and the main line. If the sewer is under the phreatic surface, for the purposes of this specification, below five (5') deep, seal the service lateral connection by installing a hydrophilic rubber connection seal.
- B. Chemical grouts shall conform to Section 336090.
- C. Rubber connection seals shall be composed of a hat made of hydrophilic polymeric neoprene rubber designed with a specified wall thickness to provide a compression seal at connection of a lateral and a mainline pipe. Use of caulking, rope or band type of an end seal shall not be allowed.
- D. Acceptable hydrophilic rubber seals are Insignia™ Hydrophilic Connection Hat by LMK Enterprises, or approved equal.

## 2.4 CIPP SPOT REPAIRS

- A. Install a sectional CIPP spot repair for areas where longitudinal shrinkage of the installed CIPP liner near the manholes is three (3") inches or more, at no cost to the City/Engineer.
- B. For any other longitudinal shrinkage observed within a pipe segment, install a sectional CIPP spot repair.

*NOTE: Select either B or C as an approved spot repair. B refers to an air inverted Performance Liner sectional spot repair by LMK Technologies; C is an ambient cured fiberglass mat that cures at ambient temperature.*

- C. CIPP spot repair shall be accomplished using a liner tube of a particular length and a thermo-set resin with physical and chemical properties appropriate for the application. The tube positioned within a translucent inversion bladder is vacuum impregnated with the resin, then placed inside a protective launching device and winched through the sewer pipe. The tube shall consist of one or more layers of flexible non-woven needled felt or a reinforced non-woven. The tube shall be continuous in

length exhibiting a uniform minimum wall thickness based upon design calculations found in ASTM F1216 appendix XI. No overlapping sections shall be allowed in the circumference or the length of the liner. The tube shall include compressible material at each end forming a smooth transition to the host pipe. The liner shall be capable of conforming to offset joints, bells, and disfigured pipe sections. The resin shall be polyester, vinyl-ester or epoxy with proper catalysts as designed for the specific application. The cured-in-place pipe shall provide a smooth bore interior. Each installation shall have a design report documenting the design criteria for a fully deteriorated pipe section, or a partially deteriorated pipe in cases where the pipe has previously been lined. The installation procedure shall conform to ASTM F2599-11 "Standard Practice for Sectional Repair of Damaged Pipe by Means of an Inverted Cured-In-Place Liner". The cured-in-place pipe shall meet or exceed the minimum test standards specified by the American Society for Testing Methods as described in the most current edition of ASTM F1216 standard, most current edition. Acceptable CIPP spot repairs are LMK Performance Liner or approved equal.

- D. CIPP spot repairs shall be ambient cure and shall have a fiberglass mat consisting of two or more layers of 0/90 degrees bias woven fiberglass with a Trevara felt coating on one side and capable of carrying a two component, 100% solid epoxy or silicate base resin. Acceptable fiberglass CIPP spot repairs are Prime Line sectional lining spot repair or approved equal.

## 2.5 STYRENE REDUCING AGENT (IF APPLICABLE)

- A. The styrene reducing agent shall be StyRedux by Integrated Chemical & Equipment Corporation, or approved equal.
- B. The styrene reducing agent shall be a gelatin, water soluble, biodegradable, non-toxic, FDA approved powder and/or capsule. The styrene reducing agent shall be added in a calculated amount according to manufacturer's recommendations into the down-tube for water curing or directly into the water holding tank for steam curing.

## PART 3 – EXECUTION

### 3.1 PRE-INSTALLATION

- A. Examine the City's CCTV video of each pipe segment before starting work.
- B. Notify all property owners or businesses that discharge sewage directly to sewer being lined and whose service lateral will be affected by lining

work, that their service will be temporarily interrupted during installation of CIPP liner. Deliver written notification to each such resident or business at least 72 hours in advance, giving the date, start time and estimated completion time for the work being conducted, and any restrictions on use of sewage system facilities including exact days and hours when sewer system cannot be used. Method of notification, and the text included in the notification, shall be approved by the City.

- C. Clean each length of pipe to be lined and shall dispose of all resulting material offsite as specified in Section 336070.
- D. The Contractor's project manager and/or superintendent shall review the City provided pre-rehabilitation inspection videos to confirm the quality of the videos, locations of lateral connections, and locations of point repairs to be performed. The City/Engineer will review pre-rehabilitation inspection videos to confirm locations of point repairs to be performed by Contractor. If an Inspector or Engineer is on site or immediately available, Contractor shall allow the Inspector or Engineer to view the pre-installation video to verify the pipe is ready for CIPP installation which includes proper cleaning, trimming protruding taps and mitigating and any significant infiltration.
- E. If the data is available, the City/Engineer will provide Contractor information on location of known active laterals and cleanouts; however, this list may not be interpreted as all-inclusive. Contractor shall be responsible for verifying active customer service connection prior to rehabilitation. Contractor shall compare service connections from CCTV video and compare with above ground measurements at approximate location of center of each house or building. Any discrepancies between CCTV data and above ground measurements of laterals shall be brought to attention of the City/Engineer for a determination of lateral reinstatements. If Contractor discovers an error or addition to the list provided, Contractor shall immediately notify Engineer for additional investigation. Upon completion of rehabilitation work, a list of all service laterals abandoned or reconnected as part of the work shall be submitted to the City. Compiled list can be in the form of post-inspection installation inspection logs and shall include the following information:
  - 1. Location of each service lateral based on CCTV inspection logs. Location shall include both accurate distance measured from centerline of starting manhole as well as a notation (by clock-reference) of where on circumference of pipe, the service lateral connects.
  - 2. Status (Active or Inactive).
  - 3. Address of each customer and associated active lateral location.
- F. Prior to installation of CIPP lining, all service lateral connections protruding



into main line by one half (1/2")-inch or more shall be internally cut or ground down flush with pipe wall with a robotic cutter specifically designed for this purpose. Internal cutter shall be capable of cutting unreinforced concrete pipe (CP), cast iron pipe, PVC, vitrified clay pipe (VCP), ductile iron pipe, and Orangeburg pipe. All materials / cuttings shall be removed from sewer and properly disposed of.

- G. Infiltration runners or gushers as defined by NASSCO PACP that are observed during the pre-rehabilitation CCTV shall be stopped by injecting a chemical hydrophilic grout as required in Section 336090 using a remote packer, unless otherwise approved by the City/Engineer. If the pipe is larger than 36", man-entry with hand-applied fast-setting epoxy can be performed to stop the infiltration.
- H. Maximum amount of time any home or business shall be without sanitary sewer service is 10 hours and not between 6:00 PM and 8:00 AM. Any service out longer than 10 hours shall be bypassed to a sanitary sewer at no cost to the City.
- I. Provide bypass pumping of sewage flows in accordance with Section 336081. Service connection effluent may be plugged only after proper notification to affected residence and may not remain plugged overnight. Installation of liner shall not begin until Contractor has installed required plugs or a sewage by-pass system and all pumping facilities have been installed and tested under full operating conditions including bypass of mainline and side sewer flows. Once lining process has begun, existing sewage flows shall be maintained, until resin/felt tube composite is fully cured, cooled down, fully televised and CIPP ends finished.
- J. Wastewater flows from existing sewers shall not be allowed to enter the new or rehabilitated facilities until the new or rehabilitated facilities have been cleaned and tested as required in the Contract Documents.
- K. Provide CIPP liner in full length of sewer as shown on work orders. Installation of CIPP liner shall be in complete accordance with applicable provisions of ASTM F 1216 or ASTM F 1743 and manufacturer's recommendations.
- L. Install a hydrophilic end seals at face of each manhole at all manhole penetrations per Paragraph 2.2 prior to inverting or pulling in uncured CIPP liner.
- M. If in the opinion of CIPP liner manufacturer and/or the City/Engineer, rate of infiltration in sewer segment is high enough to risk washout of resin, perform measures, as required, to minimize infiltration prior to installation, including pre-liners, grouting, etc. If during pre-lining CCTV inspection, any infiltration runners or gushers (per NASSCO PACP®) are observed,

Contractor shall submit, in writing for approval by the City/Engineer, methods and materials for mitigating any adverse impacts from the infiltration.

- N. Pressure gauges for the ends shall be digital pressure/vacuum gauges with a pressure range of 0 to 50 psi and  $\pm 0.25\%$  test gauge accuracy.
- O. For pipes 18-in diameter and larger, install and use continuous temperature sensor strips. Provide the City's representative with access to the longitudinal temperature monitoring system data during the installation via digital data, web-based or other approved methodology and printed reports.

### 3.2 INTALLATION

- A. CIPP liner shall be installed via inversion using hydrostatic head or air pressure in accordance with ASTM F 1216 or ASTM F 1743 and manufacturer's recommendations or inserted through a manhole by means and methods required by the manufacturer. Hydrostatic head and/or steam pressure used during installation process shall be sufficient to hold liner tight to pipe wall; producing dimples at all service connections, and flared ends at two access manholes. Contractor shall closely follow the requirements in the submitted liner field curing reports, including the minimum inversion pressure, ideal head, maximum hot head and maximum cold head for each installation.
- B. If CIPP does not fit tightly against original pipe at its termination points, at no additional cost to the City, the full circumference of CIPP exiting host pipe shall be filled with a resin mixture compatible with CIPP, approved by CIPP manufacturer and the City/Engineer. There shall be no significant leakage of groundwater between existing pipe and CIPP at manhole connection or service lateral connections. Any leakage shall be removed and/or eliminated by Contractor at no additional cost to the City. Any infiltration found at manhole and/or service connections shall be eliminated by Contractor at no additional cost to the City. Any infiltration runners or gushers as defined by NASSCO PACP shall be stopped with chemical hydrophilic grouting as required in Section 336090.
- C. Fit heat source with monitors to accurately gauge temperature of incoming and outgoing water or steam supply. Place another such gauge between CIPP liner and pipe invert at downstream end to determine temperature during curing process. Temperature in CIPP during curing process shall be as recommended by resin manufacturer. Length of time for allowing curing process to be completed shall be of duration recommended by manufacturer, during which time Contractor shall maintain required temperature throughout CIPP. Provide a written

temperature data chart/curing log to the City's Representative for review to ensure that curing temperatures for resin meet manufacturer's recommendations.

- D. The full length from manhole to manhole of the installed resin-impregnated flexible felt tube CIPP liner shall be cured using circulating heated water or steam in accordance with ASTM F 1216 and manufacturer's recommendations or with UV light sources to affect desired cure throughout length of the tube, extending full length from manhole to manhole(s). Resin shall be cured into a hard impermeable pipe with minimum specified thickness, providing a structurally sound, uniformly smooth interior and tight-fitting liner within existing pipe. Cool-down procedures shall be in accordance with ASTM F 1216 and manufacturer's recommendations. The cool-down shall follow manufacturer's guidelines, be measured digitally to allow inspector to inspect or record, be linear, and be gradual; no super cooled air shall be allowed to be injected. UV cured CIPP shall not be permitted without written approval from the City/Engineer and after documentation has been reviewed that liner is compatible with all specifications and other related work including any lateral lining systems.
- E. For pull-in-place liners cured by UV light (ASTM F2019)
1. Fiberglass liner shall be cured with UV light sources at a constant inner pressure sufficient to maintain the liner tight against the existing wall of the pipe.
  2. The time, the rate of travel of the ultraviolet light assembly, light sources and the internal pressures shall all be recorded and as specified by the liner manufacturer. This segment curing data shall be submitted to the City/Engineer, along with the manufacturer's curing standards
- F. Contractor may install CIPP lining in multiple sewer segments at one time where possible. When installing CIPP lining in multiple sewer segments at one time, the top one-half of CIPP liner in intermediate manhole shall be neatly removed, leaving the invert in place, and void between CIPP liner and existing channel shall be filled with non-shrink grout. Manhole bench shall be reconstructed as required to provide a smooth transition to new CIPP liner.
- G. All cutting and sealing of CIPP liner at manhole connections shall provide watertight pipe and manhole seals. All cut edges of cured liner shall be thoroughly sealed with same resin as was used in liner. Catalyst or hardener used shall be compatible with resin/catalyst used in liner previously, but shall not require an external heat source to begin exothermic reaction (curing). There shall be no leakage of groundwater

into manhole between CIPP liner and existing sewer pipe and between existing sewer pipe and manhole wall.

- H. Continuous temperature monitoring systems are required for all 18-inches or larger sewer or any sized sewer in locations with significant known groundwater infiltration or if pipe is within 50 feet of stream, river or lake for liners being cured by heated water or steam. This system shall be installed at the invert of pipe and be installed per manufacturers recommended procedures. Temperature sensors shall be placed at upstream and downstream ends of reach being lined to monitor pressurized fluid's (air or water) temperature during curing process. To monitor temperatures inside tube, wall and to verify proper curing, temperature sensors shall be placed between host pipe and liner in bottom of host pipe (invert) throughout the reach to record the heating and cooling that takes place on the outside of liner during processing. As a minimum, sensors shall be spaced apart at intervals no greater than 20-feet for pipe sizes up to 15-inches in diameter; and no greater than 10-feet for pipe sizes 18-inches and larger. Additionally, sensors shall be strategically placed at points where a significant heat sink is likely to be anticipated. Monitoring of these sensors shall be by a computer that can record temperatures at this interface throughout processing of CIPP utilizing a tamper-proof database. Temperature monitoring systems shall be Zia Systems or Vericure by Pipeline Renewal Technologies.
- I. Prior to installing liner in host pipe, temperature monitoring system's proper functioning shall be confirmed by hooking it up to computer and seeing that sensors are reporting their ambient temperatures. No more than two sensors in sequence can be found faulty during this test. If three or more sensors in sequence are discovered faulty, a new sensor array shall be provided and installed at no extra cost to the City; and the new array shall be again tested for its proper functioning.
- J. Curing of resin system shall be as per recommendations of CIPP system manufacturer of CIPP product. Temperatures achieved and duration of holding the liner at those temperatures shall be per System Manufacturer's established procedures. If any sensor or sensors along reach indicates that there is a localized issue with respect to achieving proper curing per written installation procedure, Contractor shall address the issue prior to acceptance of the liner. Sensor array's database required in above paragraph shall have an output report that identifies each sensor by its station in reach and shows maximum temperature achieved during processing of CIPP and time sustained at or above Manufacturer's required curing temperature at each sensor. The temperature of the liner shall be recorded until the liner has completed the cool-down process.

- K. If cool-down is to be accomplished by introduction of cool water into an inversion standpipe to replace water being drained from a small hole made in downstream end, the hardened liner shall be cooled down to a temperature below 100 degrees F (38 degrees C), or ambient temperature, whichever is lower, before relieving static head in inversion standpipe. Contractor shall take measures to ensure that, in release of static head, a vacuum will not be produced that could damage the newly installed CIPP liner.
- L. Incorporate mitigation measures to control styrene odors during installation and curing of the liner. If any styrene odor complaints occur on the jobsite, the Contractor shall have means and methods to immediately mitigate the issue.
- M. Vent and/or exhaust noxious fumes or odors generated during and remaining after curing process is completed. This process shall remain in place at all manholes, laterals, etc., until noxious odors have dissipated to an acceptable level in accordance with OSHA requirements for materials used and there is no more air pollution or potential health hazard left to general public or construction workers.
- N. Coordinate with the City on where curing water can be discharged.
- O. Provide piping, pumps, valves, and other equipment to discharge curing water.
- P. After the installation of the first 1,000 linear feet of CIPP lining, no additional CIPP lining shall be installed until acceptance testing demonstrates that the product meets all thickness and strength properties specified herein. Once the City/Engineer has reviewed and approved the test results, the remainder of the lining installation may resume.

### 3.3 REINSTATEMENT OF SERVICES

- A. After new CIPP has been cured and completely cooled down, if applicable, Contractor shall reconnect existing service laterals as designated by pre-installation television inspection report generated by Contractor. This shall be done without excavation but from interior of pipeline by means of a television camera and a remote cutting device that reestablishes service connection to not less than 90 percent or better of original diameter and to a maximum of 100 percent of original diameter; overcut connections are not acceptable. All openings shall be clean and neatly cut and the cut shall be buffed with a wire brush to remove rough edges and provide a smooth finish. Bottom of openings shall be flush with bottom of lateral pipe and shall have smooth edges

with no protruding material capable of hindering flow or catching debris. All service lateral connections shall be sealed per section 2.3 of this specification.

- B. Coupons shall be removed from laterals by any means possible including entering homes to flush the material via access from cleanout.
- C. Excess resin that builds up and hardens in and around the lateral connections(s) must be removed and/or ground down prior to acceptance of the re-instatement. Contractor will be required to supply an extended lateral cutter bit to reach resin buildup beyond standard length bits.
- D. Inactive service laterals identified in Drawings and elsewhere in the Specifications will be abandoned by not reopening the service connection after installation of the cured-in-place pipe liner. If necessary, because of uncertainty of matching each tap in the sewer with each property, the Contractor shall dye test to verify if a service connection is active at the direction of the City/Engineer.
- E. Service laterals that were determined to be inactive during CCTV inspection will be abandoned by not reopening service connection after installation of cured-in-place pipe liner. All lateral connections shall be identified as repaired or abandoned in post rehabilitation CCTV (to be performed by the Contractor). Contractor to provide image file for all lateral locations along a given pipe segment. Contractor to provide image file at location of lateral even if lateral connection has been abandoned.
- F. Contractor shall not open abandoned/capped service connections except at the City's/Engineer's direction. If an abandoned service connection is opened without the City's/Engineer's approval, Contractor shall perform an internal spot repair to close connection, at no additional cost to the City.
- G. Contractor shall provide a fully operational backup device for reinstating service laterals. If there is any doubt about live vs. dead service based upon above property comparison with pipe connections, then Contractor shall verify with dye testing. If for any reason remote cutting device fails during reinstatement of a service lateral, Contractor shall immediately deploy standby device to complete reinstatement. Backup equipment shall be onsite throughout reinstatement process.
- H. For service lateral reconnections and/or renewals to be made by excavation methods, InsertaTeEs may be used for solid wall pipes having a 0.36-inch or greater wall thickness. InsertaTeEs shall be

“Fatboy” type with hub manufactured of SDR 26 PVC material incorporating a 360-degree integral stop on the hub surface and exceeding ASTM F1336 Section 10.3 Pipe Stop Load Support Test, or approved equal. Romac type saddles shall be used for pipes having a wall thickness thinner than 0.36-inches. Saddle connections shall be seated and sealed to new CIPP using grout or resin compatible with the CIPP. Other services shall be renewed by trenchless lateral lining.

- I. All existing break-in and/or hammer-tap (break-in) laterals shall be cut and sealed per Paragraph 2.03 of this Section to provide a watertight connection between the lateral and the lined pipe. Contractor shall submit a method for cutting and sealing of each lateral.

### 3.4 FIELD TESTING AND ACCEPTANCE

- A. Field acceptance of CIPP lining shall be based on the City's and Engineer's evaluation of installation, including a review of the CIPP liner curing data, review of post-rehabilitation CCTV inspection data (post-rehabilitation CCTV to be performed by the Contractor), and review of certified test data for installed CIPP liner, including air testing. All CIPP sample testing, and repairs to installed CIPP as applicable, shall be completed before final acceptance, meeting requirements of these specifications and documented in written form.
- B. For every 1,000 linear feet of CIPP liner installed for the first 5,000 linear feet, the Contractor shall perform sampling and testing to determine the installed CIPP liner flexural properties and CIPP liner thickness. After the first five (5) test results have been collected and all have passed the minimum standards per the specification, the City may require collecting random samples up to one sample per 5,000 linear feet for testing. Frequency of testing may be reduced as approved by the City/Engineer after sufficient tests are performed to verify CIPP liner design, production and installation procedures. Likewise, frequency of testing may be increased by the City/Engineer and performed by Contractor at no additional cost to the City when required tests show that installed CIPP liner does not meet specifications. If a test is not passed, Contractor shall re-evaluate liner thickness design to determine if installed physical properties meet minimum design requirements; if it does not, liner shall be replaced or relined with approval from the City/Engineer at no additional cost to the City.
- C. Testing shall be performed by an independent testing laboratory certified by the American Association for Laboratory Accreditation (A2LA). Contractor shall submit to the City/Engineer the name and location of independent testing laboratory, a certified statement from laboratory indicating that they are independent from and not associated with Contractor in any way, and A2IA certification for independent

testing laboratory.

NOTE: This testing to be paid by the Contractor.

- D. All expenses for sampling and testing of installed liner shall be paid for by the Contractor. Chain of custody for test samples shall be through City's representative. Cost of all manufacturer's testing to qualify products furnished to project site shall be the responsibility of Contractor.

NOTE: Note that restrained samples may not be practical for pipes larger than 18-inches in diameter; in this case, plate samples are allowed.

- E. Sampling and testing of the installed CIPP liner shall conform to ASTM F 1216 and the following requirements:

1. Remove one restrained sample of installed CIPP liner at least 18-inches in length. Sample shall be captured by installing CIPP liner through a section of PVC pipe (same diameter as existing sewer diameter) within the most downstream manhole of installation and at all intermediate manholes if multiple sewer segments are lined at same time. Contractor may elect to cut the sample longitudinally and provide 1/2 the sample to City's representative or inspector for direct shipping to laboratory and keep other half of sample for additional testing if necessary.
2. CIPP liner thickness shall be measured in accordance with ASTM D 5813. Flexural properties shall be determined in accordance with ASTM D 790. Contractor shall label and date all samples and provide to inspector or City's representative same day of installation for shipping to independent testing laboratory. The City/Engineer shall be copied on all transmittals to independent testing laboratory. Testing results shall be submitted to Engineer or City within 30 days after installation of CIPP liner or payment will be withheld.

NOTE: For structural and thickness tests, if tests are within 90 percent of specification payment shall be 90 percent of bid price per item. If tests are between 75 percent and 89 percent, then 75 percent of price shall be paid. If below 75 percent, Contractor shall reline segment with a new liner that meets structural requirements.

3. After recalculations performed in accordance with Paragraph 3.4, B above, any CIPP lining that does not meet new calculated thickness requirements shall be corrected by Contractor in a manner approved by the City/Engineer at no additional cost to the City. The City's decision on how to correct deficient CIPP liner installations shall be final.



Options for correcting deficient CIPP liner installations that will be considered by the City include the following: removal of existing CIPP liner and re-lining the sewer, open-cut replacement of sewer from manhole to manhole, re-lining sewer with existing CIPP liner in place.

F. The Contractor shall perform a post-rehabilitation CCTV inspection of all sewers rehabilitated using CIPP lining methods. Post-rehabilitation CCTV inspection shall be performed following installation of CIPP liner and reinstatement of all active service laterals. The Contractor's project manager and/or superintendent shall review the post-rehabilitation inspection videos to confirm the quality of the videos and of the installed CIPP. If it is determined that any repairs are needed at any segment, a new CCTV inspection shall be performed of the entire segment(s) after the repairs have been completed.

G. Liner Installation Inspection - A visual inspection of the liner will be considered acceptable if liner shows no significant, wrinkles, lifts, ridges, splits, cracks, delaminations, flats, dry spots, pinholes, shrinkage, foreign inclusions, crazing, reverse curvatures, or other type of defects in the CIPP lining. Significant defects shall be defined as those listed in paragraph 1.6 of this section; and/or any defect that may create a maintenance issue in future such as inhibiting CCTV cameras or allowing solids to get caught on defect, and/or any defect that appears to reduce long-term structural strength or stability of pipeline. Longitudinal wrinkles/fins in height up to a maximum of five percent of inside diameter of host pipe or one (1")-inch, whichever is smaller, may be acceptable and shall be evaluated by Engineer for acceptance on a case by case basis. Defective lining shall be repaired or replaced at no additional cost to the City. If during removal process, the pipe is damaged, Contractor shall perform a point repair at Contractor's own expense.

H. The Contractor shall provide post CCTV Video Inspection and Submittals:

1. Removal of wrinkles or fins deemed significant at the discretion of the City, shall be removed using a milling head, relined or replaced by the Contractor as directed by the City at no additional cost. There shall be no evidence of other major defects in the CIPP lining.
2. Longitudinal shrinkage of the CIPP liner's length, of more than three (3") inches from the face of the manhole shall be repaired with a fiberglass reinforced CIPP spot repair per Paragraph 2.4 of this Section at no cost to the City.
3. Circular shrinkage shall be measured by the Contractor via man entry to try to insert a 1/16" thick ruler or similar into any gap more than eight

(8") inches past the MH wall. The Contractor shall document these measurements with digital photos that shall be submitted to the City/Engineer for approval. Circular shrinkage shall be repaired per manufacturer recommendations at no cost to the City.

- I. The CIPP liner shall be watertight. Groundwater infiltration through the wall of the liner shall be zero.

NOTE: Epoxy sealing by hand may be allowed for pipes 30-inches in diameter or larger within the pipe and hand applied for any size sewer if within 2 feet of the manhole wall.

- J. All service connections shall be opened to a minimum of 95 percent and a maximum of 100 percent of opening so that a new lateral or lateral lining can be installed properly. Any overcuts more than 105 percent shall be repaired with hydrophilic seal hat connection, CIPP liner or other approved method by the City/Engineer.

- K. All coupons and excess resin shall be removed from reinstated service laterals prior to acceptance of CIPP lining.

- L. All pipe-to-manhole connections shall be watertight and free of infiltration.

NOTE: Either an air test or hydrostatic test is required. Air tests are typically performed on steam cured liners and hydrostatic exfiltration test are typically performed on water installations. In the case of high groundwater installations, an infiltration test is acceptable. In the case of pipes larger than 36-inch diameter in no groundwater, it is very hard to perform an exfiltration or infiltration test. ASTM F 1216 (item 8.2) allows 50 gal/day/in diam./mile and 1 psi drop in time and also has an allowance for leakage. However, for larger CIPP installations that after the liner has cured it is recommended to use the downtube of the upstream CIPP inversion to monitor the water level before the downstream end is opened up to confirm that no water is being lost.

- M. When CIPP is installed using pressurized air, Contractor shall perform an air-test per Section 336065 in presence of the City's representative immediately following cool down and prior to lateral reinstatement. Otherwise, hydrostatic testing (exfiltration test) of completed liner shall be performed after liner curing and cool down in accordance with ASTM F 1216. Hydrostatic testing shall be performed prior to reinstatement of active services.

NOTE: For large diameter pipes (36 inches or greater), an exfiltration test may be allowed.

- N. Installed CIPP shall be tested for water tightness using an exfiltration test. Maximum allowable leakage shall be 50 gallons per day per diameter inch of pipe per mile in accordance with ASTM F 1216.

NOTE: For projects in which manholes will also be rehabilitated, the following item (item O) should be deleted. For projects in which manholes are not being rehabilitated, the hydrophilic seals are sufficient enough to prevent any infiltration migrating to the manhole, and installing an additional seal at the manhole wall will add price and may also prevent an inspector to confirm that the hydrophilic seals have been installed by the contractor. The end of the pipe at the manhole wall may be required to be covered, in which case item O can be included.

- O. After all installations are complete, inspected, post-construction CCTV has been reviewed and approved by the City/Engineer, and all work is satisfactory to the City/Engineer, contractor shall cut and trim the new liner at each manhole wall. Seal liner to manhole wall with a sealant material per Paragraph 2.2 of this Section.

### 3.5 MEASUREMENT AND PAYMENT

#### A. PAYMENT

1. Payment for CIPP pipe liner shall be made at Contract unit price per linear foot for each size as stated in the Bid, complete in place, in accordance with Contract Documents. Payment will be based on actual number of feet installed, as measured by Engineer. Pipe will be measured horizontally, on surface, from center-to-center of manholes to nearest 0.1-foot, unless another method is approved by the City/Engineer. Payment for service lateral reinstatement and service lateral sealing will be made at Contract unit price per lateral reinstated and/or sealed.
2. Price paid per linear foot for pipe liner shall include full compensation for furnishing labor, materials, tools, equipment and incidentals necessary to provide CIPP liner, manhole seals, traffic control, sewage bypassing, control of water, manhole connections, preconstruction inspection, cleaning, disposal of sewer cleaning materials, final inspection, perform leakage testing of the CIPP pipe liner, post-construction inspection, protection of existing utilities and adjacent property, and all required surface restoration work and traffic control, complete in place, as shown in Drawings and specified herein.

END OF SECTION

## SECTION 336085

### SEWER LINE JOINT TESTING

#### PART 1 - GENERAL

##### 1.1 SCOPE

- A. After cleaning and simultaneous with television inspection, joint testing shall be performed on all sewer joints. Joint testing shall be performed before and after sealing except where joints are found to have visible infiltration. Visible infiltration points shall be sealed without pre-testing and shall then be tested to ensure that the joint has been properly sealed.
- B. Sewer line joint testing and sealing shall not be performed on any sewer line until other rehabilitation measures (if any) specified for that particular line have been completed. This requires that any pipe replacement and/or repair of low spots must be completed before the remainder of each line is tested and sealed.
- C. Joint testing shall be accomplished by utilizing a void pressure monitoring system. Generally, this shall be accomplished by applying a positive pressure to each joint, allowing time for the system to stabilize and measuring the amount of pressure decay over a given length of time.
- D. Use caution at all times so as to prevent potential contamination of the City of North Port's Potable Water System. Cross connections will require a backflow preventer approved by the City of North Port.

#### PART 2 - PRODUCTS

##### 2.1 MATERIALS

- A. The equipment used shall consist of a television camera and a hydrostatic joint testing device that can be pulled through the sewer lines. Testing shall be accomplished by isolating the joint or area to be tested with the testing device or devices and applying a positive hydrostatic pressure into the created, isolated void area. Pressure readings shall be displayed on an above ground gauge with a range of 0 to 10 psi.

#### PART 3 – EXECUTION

##### 3.1 PERFORMANCE

- A. Existing hydrostatic head shall be established by inserting a pipe probe into the backfill material at the crown of the pipe at the downstream manhole and applying pressure until equilibrium is attained. This is the back pressure that all test pressures for that section of line shall be increased by.
  
- B. A precise pressure of four (4) psi above the existing hydrostatic head shall be applied to each joint. Once the pressure of four (4) psi above hydrostatic head at the joint has been recorded on the gauge above ground, the water flow shall be stopped and the pressure gauge observed for 30 seconds. Should the pressure on the joint drop 0.5 psi or more within 30 seconds, the joint will have failed the test. Joints that fail the test shall be sealed as specified herein and re-tested by the same procedure until the joints pass the pressure test.

END OF SECTION

## SECTION 336086

### CURED IN PLACE SPOT REPAIR

#### PART 1 - GENERAL

##### 1.1 SCOPE

- A. Furnish all materials, labor and equipment and perform all incidental work necessary to install and test cured-in-place spot repairs (CIPSR) as shown on the Drawings.

##### 1.2 RELATED WORK

- A. Television inspection is included in Section 336060.
- B. Sewer line cleaning is included in Section 336070.
- C. Cured-in-place pipe lining is included in Section 336084.

##### 1.3 SUBMITTALS

- A. Submit within 15 days of the Effective Date of the Agreement, the name of CIPSR supplier and a list of materials to be furnished.
- B. Provide two submittals of certified test reports to confirm that CIPSR materials have been manufactured and tested in accordance with the ASTM Standards specified herein.
  - 1. Within 15 days of the Effective Date of the Agreement, submit test reports for the materials to be used for this work. Test results shall be the manufacturer's standards for acceptance of field fabricated and installed CIPSR.
  - 2. Prior to the installation of any CIPSR, make test specimens from the materials to be utilized for this work. Make sufficient number of specimens for conducting the referenced testing. Specimens shall be cut from the resin-impregnated patch prior to insertion into the pipe.

##### 1.4 REFERENCED STANDARDS (LATEST REVISION)

- A. ASTM International
  - 1. ASTM D543 - Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents.

2. ASTM D638 - Standard Test Method for Tensile Properties of Plastics.
3. ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
4. ASTM D2412 - Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading.
5. ASTM D2990 - Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics.

B. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

#### 1.5 QUALITY ASSURANCE

A. The Contractor or subcontractor to furnish and install CIPSRs shall be fully qualified, experienced and equipped to complete the work in a timely and satisfactory manner. Submit the following information to the Engineer for review and approval before CIPSR work is performed.

1. The number of years of experience in performing this type of specialized work.
2. Name of the CIPSR manufacturer and supplier for this work and previous work performed. The Contractor shall be certified by the manufacturer to install the CIPSR patches.
3. A list of all municipal installations performed over the past 5 years along with the contact name, telephone number, and brief description of work performed.
4. The City reserves the right to disapprove the use of the CIPSR Contractor based on the submitted qualifications.

B. All CIPSR spot repairs, regardless of pipe size or length, shall be furnished, fabricated and installed by a single manufacturer.

C. As directed by the Engineer, replace all CIPSRs that utilized materials or methods of installation other than that approved. Remove and replace the CIPSR section or replace the affected pipe with new pipe at no cost to the City.

#### 1.6 GUARANTEE

A. All CIP spot repairs shall be guaranteed by the Contractor for a period of



5 years from the date of acceptance. During this period, all defects in the CIPSR's shall be repaired in a manner satisfactory to the Engineer or the affected pipe shall be removed and replaced with new pipe at no additional cost to the City.

## PART 2 - PRODUCTS

### 2.1 FIBERGLASS/POLYESTER FELT REPAIR MATERIAL

- A. The CIPSR shall be a resin impregnated fiberglass/polyester felt sleeve which is wrapped around an inflatable packer and positioned in the sewer to be rehabilitated and cured in place by circulating hot water to cure the resin. Ambient curing shall not be allowed.
- B. The CIPSR sleeve shall be fabricated from a minimum of two layers of fiberglass with a single layer of polyester felt sandwiched between the fiberglass layers. The material shall be sewn together with multiple polyester threads using zigzag stitching spaced evenly over the full width of the material. The three-layer composite reinforcement material shall have a minimum mass of 40.6 oz/sq. yd with a thickness not less than 0.24-in. Fiberglass alone shall not be acceptable.
- C. The fiberglass shall be woven roving having a minimum weight of 24 oz/sq. yd and shall be made of "E" glass coated with a sizing compatible with the resin being used.
- D. The polyester felt shall be needle punched and have a minimum weight of 16.5 oz/sq. yd.
- E. The resin shall be a two-part epoxy type liquid thermosetting resin suitable for the intended use as well as the proposed curing method. The diluted epoxy resin shall contain at least 60 percent of bisphenol A, 10 to 20 percent of bisphenol F with the remainder of the mixture being a diluent. Epoxy resin shall be D.E.R. (R) 353 by the Dow Chemical Company; ME 948 by Micon or equal.
- F. The epoxy resin shall be brought on site in the resin manufacturer's original containers. Each container shall be clearly labeled as to contents and product data. The resin shall be stored, mixed and applied in accordance with the manufacturer's recommendations.
- G. The CIPSR shall provide a service life of 25 years and shall have, as a minimum, the initial and long-term properties listed below.

<b>MECHANICAL PROPERTY</b>	<b>INITIAL</b>	<b>LONG-TERM</b>
Flexural Strength	8,000 psi	-----
Flexural Modulus of Elasticity	280,000 psi	140,000 psi
Tensile Strength	5,000 psi	-----
Tensile Modulus of Elasticity	280,000 psi	140,000 psi

- H. When cured, the CIPSR shall form a continuous, tight-fitting, hard, impermeable liner which is chemically resistant to any chemicals normally found in domestic sewage. The CIPSR shall have a suitable membrane coating for protection of the interior surface and to provide a uniform, smooth flow surface. No membranes or plastic coating shall be allowed between the repair patch and the pipe wall.
- I. The fiberglass/polyester felt sleeve shall be fabricated to a size that will tightly fit the sewer being rehabilitated after being installed and cured. The transition from the patch to the existing pipe must be smoothly tapered.
- J. The CIPSR shall be by Avanti International of Webster, TX or equal.
- K. Thickness of the cured liner shall be as recommended by the manufacturer but shall not exceed 1/4-in when cured unless authorized in writing by the Engineer.
- L. Spot repairs shall have a minimum length of 3-ft and shall not exceed 30-ft in length. CIPSR lengths shall extend a minimum of 1-ft beyond the pipe defects at each end of the repaired section. Length of each required repair shall be verified in the field prior to installation.
- M. CIP spot repairs shall not begin or end at a service connection or pipe joint.
- N. All cured-in-place spot repairs shall be one piece. Separately fabricated or installed CIPSRs utilizing overlapped or "buted" ends shall not be acceptable.

**PART 3 – EXECUTION**

**3.1 INTSTALLATION**

- A. Clean each length of pipe to be lined and dispose of all resulting material as specified in Section 336070.
- B. All obstructions in the sewer which may impede the insertion of the

liner shall be removed by the Contractor.

NOTE: Verify location.

- C. Conduct a television inspection of each length of pipe after it is cleaned as specified in Section 336060. Document the location of all active service connections and verify the lengths of repairs. A copy of these videos shall be submitted to the Engineer and provided to the City.
- D. Notify all property owners who discharge sewage directly to the sewer being repaired that their service will be interrupted while the CIPSR is being inserted, cured and active service connections reopened. Notify individual property owners at least 48 hours in advance, giving the date, start time and estimated completion time for the work being conducted.
- E. Furnish bypass pumping of sewage flows where the rehabilitation work is being performed. Bypass pumping shall be conducted in conformance with the requirements of the technical specifications
- F. The CIPSR material shall be measured, cut and impregnated with epoxy resin in the field to the measurements determined from the videotape inspections. The installation and curing of the CIPSRs shall be in complete accordance with the manufacturers' specifications and a representative of the manufacturer shall be present during the first day of installation.
- G. The installed spot repair shall be cured by circulating hot water through the resin impregnated patch. Ambient curing shall not be allowed.
- H. The inflatable element and hydrostatic pressure used during the installation process shall be sufficient to tightly hold the CIPSR to the existing pipe wall, producing dimples at all service connections and squeezing surplus resin into any cracks in the pipe. This pressure shall be great enough to overcome or prevent infiltration from entering the existing pipeline during the curing process.
- I. The Contractor shall ensure that the shroud covering the packer is completely removed from the repaired pipe.
- J. Where CIPSRs connect to existing manholes, the repair shall create a watertight seal at the pipe connection and into the trough. All cut edges of the cured liner shall be thoroughly sealed with the same resin as was used in the CIPSR materials.
- K. Reestablish all the existing service connections on each length of sewer following patching. The service connections shall be

reestablished per Section 336084 and opened from inside the sewer by means of a cutting device controlled by a closed-circuit television camera. All cut out material shall be flushed out of the sewer, removed out of the sewer so as not to end up in a lift station.

- L. Each service connection shall be cut completely open and shall have smooth edges with no protruding material capable of hindering flow or catching and holding solids contained in the flow stream.
- M. Following installation of the spot repairs and reopening the active service connections, conduct a second video inspection of the completed work. This video, along with the video made in Paragraph 3.1C above shall become the property of the City.

### 3.2 FIELD TESTING AND ACCEPTANCE

- A. Field acceptance of all CIP spot repairs shall be based on the Engineer's/City's evaluation of the installation and curing data along with review of the TV videos and manhole inspections.
- B. Groundwater infiltration of CIPSR shall be zero.
- C. All active service connections shall be open and clear.
- D. There shall be no dry spots, voids, lifts, delamination or any other type defect in the CIPSR.
- E. Defective CIPSRs shall be removed and replaced with new CIPSRs. If the replacement CIPSR is not satisfactory to the Engineer or City, then remove the entire section of pipe being rehabilitated and replace it with new PVC pipe at no additional cost to the City.

END OF SECTION

## SECTION 336090

### GROUTING LATERAL CONNECTIONS

#### PART 1 - GENERAL

##### 1.1 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to test, grout and retest all sewer services. Service connection cleaning, testing and grouting shall be as described in this Section. All equipment shall enter the service connections from within the main sewer.
- B. The annular space between host pipe and liner as well as the first joint within 18 inches of the service connection point shall be sealed with chemical grout specified in this Section.

##### 1.2 QUALITY ASSURANCE

- A. Sealing shall be performed by a crew under the direct supervision of a superintendent who has a minimum of two years documented experience in the sealing procedures as specified herein and as considered standard in the sewer rehabilitation industry. Submit documentation of this experience with references for approval prior to the start of work.

#### PART 2 - PRODUCTS

##### 2.1 DESCRIPTION OF WORK

- A. Clean (including roots, etc.), grout and test each service connection as required. Furnish and use such equipment as is necessary to conduct all of the work specified in this Section (except protruding taps and broken pipe replacement) from inside each service connection. Access to each service connection shall be from within the main sewer from the nearest sewer manhole. No access allowed from private properties.

##### 2.2 SEALING MATERIALS

###### A. General

1. Mixing, handling, and application of chemical sealing materials shall be in strict accordance with the manufacturer's recommendations.
2. While being injected, the chemical sealant must be able to react/perform

in the presence of water.

3. The cured sealing material must prevent the passage of water through the pipe joint and the annular space to a distance of 18 inches into the lateral. The sealing material must withstand submergence in water without degradation, remain flexible after curing, and must be able to withstand freeze/thaw and wet/dry cycles without adversely affecting the seal.
4. The cured sealant must be chemically stable and resistant to acids, alkalis and organics normally found in sewage, and must not be biodegradable.
5. Residual sealing materials must be easily removable from the sewer line to prevent reduction or blockage of sewage flow.
6. Handling, formulation and storage of the sealing gel compound shall be in strict conformance with the manufacturer's recommendations. The uncured gel shall be delivered to the site in unopened containers, with the date of manufacture clearly indicated. No uncured gel manufactured more than six months prior to the date of application shall be utilized. Any uncured gel compound determined to be more than six months old shall be immediately removed from the site. Once a container of uncured gel has been opened it shall be used as soon as practically possible. If the container of gel is not used within 24 hours of being opened, ensure that the gel has not been contaminated. Any contaminated gel shall be removed from the site and disposed of.

B. Acrylic base gel chemical sealing material shall have the following characteristics:

1. A minimum of 10% acrylic base material by weight in the total sealant mix. A higher concentration (%) of acrylic base material may be used to increase strength of set during injection.
2. The ability to tolerate some dilution and react in moving water during injection.
3. A viscosity of approximately two (2) centipoise, which can be increased with additives.
4. A constant viscosity during the reaction period.
5. A controlled reaction time from five (5) seconds to six (6) hours.
6. The ability to increase mix viscosity, density, and gel strength by the use of additives.

7. Acrylic base gel chemical sealing material shall be Avanti AV-118 or equal.
- C. Urethane base gel chemical sealing material shall have the following characteristics:
1. One part urethane prepolymer thoroughly mixes with between five (5) and ten (10) parts of water weight. The recommended mix ratio is one part urethane prepolymer to eight (8) parts of water (11% prepolymer).
  2. A liquid prepolymer having a solids content of 77% to 83%, specific gravity of 1.04 (8.65 lbs./gal.) and a flash point of 20 degrees F.
  3. A liquid prepolymer having a viscosity of 600 to 1200 centipoise at 70 degrees F that can be pumped through 500 feet of hose with a 1000 psi head at a flow rate of one (1) ounce per second.
  4. Water used to react the prepolymer shall have a pH between 5 and 9.
  5. A cure time of 80 seconds at 40 degrees F, 55 seconds at 60 degrees F, and 30 seconds at 80 degrees F, when one (1) part prepolymer is reacted with eight (8) parts of water only. Cure time shall be adjustable by the use of additives to the reaction water.
- D. Icoset shall be added to all chemical grout installed under this contract. The application shall be in accordance with the manufacturer's recommendations.
- E. Chemical grouts shall contain no acrylamide.
- F. A representative of the grout manufacturer shall be on site for one day at the start of the project to assure that all requirements are met.

## PART 3 – EXECUTION

### 3.1 GENERAL

- A. Prior to sealing the connection, the Contractor shall thoroughly clean the interior of the lateral of debris and foreign matter. Cleaning is to be adequate for seating a lateral packer in the mainline and inserting and seating an inflatable sealing bladder in the lateral. The lateral shall be cleaned of obstructions and roots on the length to be sealed.
- B. The Contractor shall be prepared to bypass pump the sewage flow as part of his operation where the sealing procedures require such diversion. Where the sealing equipment is designed to allow the passage

of flow, the flow shall be limited to that as recommended by the equipment manufacturer.

- C. The service lateral testing and grouting shall be accomplished by first testing the service lateral joints followed by grouting of all service laterals. Each service lateral, which has been sealed, shall be retested to ensure the effectiveness of the work. Any service laterals, which fail, shall be resealed and retested until it passes the test before moving on to the next service lateral. Testing of joints which are visibly leaking infiltration will not be required.
- D. The equipment shall consist of a closed-circuit television (CCTV) system and a sealing packer device along with the necessary chemical sealant containers, pumps, controls, regulators, valves, hoses, etc. The sealing packer shall be so constructed that it can straddle four (4") to six (6") inch diameter service connections in eight (8") inch to ten (10")-inch main sewer lines. When properly positioned and with the end elements inflated, an inflatable inversion sealing tube shall be extruded up the service lateral thereby isolating a portion of the service lateral containing one or more pipe joints for testing or sealing. The pumping unit, metering equipment, and the packer device shall be designed so that proportions and quantities of materials can be regulated in accordance with the type and size of the leak being sealed.
- E. Testing shall be conducted by properly positioning the packer device in the main sewer line with the inversion tube extruded into the service lateral and performing an air test. This test shall be accomplished by applying a positive air pressure equal to one half pound per ft (1/2 lb/ft) of main sewer line depth into the created void area between the packer device and the extended end of the inversion tube, but not to exceed ten (10 psi) pounds per square inch. After the required test pressure has been displayed on the test meter above ground, the application of the air pressure shall be stopped and a 20 second test period shall commence. The test pressure meter shall be observed during the 20-second test period and should the pressure drop exceed 50 percent of the test pressure, the service lateral shall have failed the test and shall be sealed. Should it not be possible to develop the required air test pressure, then the service lateral shall also have failed the test and shall be sealed.
- F. All lateral service lines shall be sealed internally by the use of the packer device. Either immediately following the air test or after the packer device has been properly positioned in the main line with the inversion tube extended into the service lateral, the lateral shall be sealed by the injection of the chemical sealant. The chemical sealant shall be injected through the packer device into the annular space between the inversion tube and the service lateral. The injection of chemical sealant shall continue until the chemical fluid back pressure is sufficient to ensure the



complete sealing of all the defects along the length of the inversion tube. However, when the effective quantity of grout pumped exceeds one (1) gallon per foot of sealing distance plus three (3) gallons it will be suspected that there is unseen voids outside of the pipe and the applicator shall try to build grout dams by repetitively pumping and curing the grout until the area is dammed off and the refusal pressure is met. The amount of chemical per pump stroke shall be measured from time to time and then the number of pump strokes can be used to measure the amount of chemical delivered to each lateral

- G. Upon completion of the sealing operation, the service lateral shall be retested to ensure the effectiveness of the work. The retesting shall be accomplished using the same procedures previously described. Should the service lateral fail to pass the test, it shall be resealed and retested until the test requirements can be met.
- H. After the service lateral has been successfully sealed and retested the following procedures shall be performed to ensure that the sealing operation did not block the service lateral.
  - 1. The inversion tube shall be removed from the lateral.
  - 2. The packer and elements shall remain inflated or be reinflated.
  - 3. Air shall then be introduced into the service lateral line.
- I. If during the injection of the air, no pressure build up is recorded on the pressure gauge, the service lateral shall be considered free flowing. However, should air pressure build up indicating a partial or total blockage of the lateral it shall then be cleaned to restore proper flow.
- J. Residual sealing materials that extend into the pipe, reduce the pipe diameter, or restrict the flow shall be removed from the joint. The sealed joints shall be reasonably flush with the existing pipe surface. It is the responsibility of the Contractor to verify that the sealing of laterals did not restrain the flow and to remove any grout which would restrain flow. Lateral flow shall be verified after the sealing of each lateral. With the lateral being viewed with the pan and tilt camera, an attempt is made to obtain a water flush by the occupant. If the flow seems abnormal, it is assumed that the building sewer is blocked with grout and must be cleared
- K. Extreme caution shall be utilized during the testing and sealing operations in order to avoid damaging the existing sewer. If any damage occurs, it shall be repaired to the satisfaction of the Engineer or City with no additional cost to the City.

- L. After the work is completed, the Contractor shall perform a CCTV inspection of each lateral connection sealed and provide the City with a tape and written log and verification of each sealed connection test, retest and acceptance. The videos shall be provided on a portable hard drive device to be retained by the City.

END OF SECTION

EXHIBIT C  
FEE SCHEDULE

Contract No. 2020-41.001

	<b>CURED-IN-PLACE LINER</b>		
1	Cured in Place Liner - 6" Dia. (6 mm thick)	LF	\$35.00
2	Cured in Place Liner - 8" Dia. (6 mm thick)	LF	\$28.00
3	Cured in Place Liner - 10" Dia. (6 mm thick)	LF	\$35.00
4	Cured in Place Liner - 12" Dia. (6 mm thick)	LF	\$46.00
5	Reinstate Service Lateral Connection	EA	\$50.00
6	Sealing Service Lateral Connection via Chemical Grouting	EA	\$650.00
7	Sealing Service Lateral Connection via Hydrophillic Rubber Seal	EA	\$2,500.00
	<b>CURED-IN-PLACE SPOT REPAIR</b>		
8	Cured-In-Place Spot Repair - 0-10' deep	LF	\$215.00
9	Cured-In-Place Spot Repair - >10' deep	LF	\$255.00
10	Reinstate Service Lateral Connection	EA	\$50.00
11	Sealing Service Lateral Connection via Chemical Grouting	EA	\$650.00
12	Sealing Service Lateral Connection via Hydrophillic Rubber Seal	EA	\$2,500.00
	<b>MANHOLE REHABILITATION</b>		
13	MH Rehabilitation (48" Dia.) - 0-6' deep	EA	\$525.00
14	MH Rehabilitation (48" Dia.) - 6-8' deep	EA	\$700.00
15	MH Rehabilitation (48" Dia.) - 8-10' deep	EA	\$950.00
16	MH Rehabilitation (48" Dia.) - 10-12' deep	EA	\$1,975.00
17	MH Rehabilitation (48" Dia.) - >12' deep	EA	\$2,450.00
	<b>EPOXY MONOLITHIC MANHOLE LINING SYSTEM</b>		
25	Epoxy MH Monolithic Lining (EMML) System (48" Dia.) - 0-6' deep	EA	\$825.00
26	Epoxy MH Monolithic Lining (EMML) System (48" Dia.) - 6-8' deep	EA	\$1,155.00
27	Epoxy MH Monolithic Lining (EMML) System (48" Dia.) - 8-10' deep	EA	\$1,485.00
28	Epoxy MH Monolithic Lining (EMML) System (48" Dia.) - 10-12' deep	EA	\$1,925.00
29	Epoxy MH Monolithic Lining (EMML) System (48" Dia.) - >12' deep	EA	\$2,400.00

EXHIBIT D  
WORK ASSIGNMENT

Contract No. 2020-41.001



**City of North Port**  
PURCHASING  
Office: 941.429.7170  
Fax: 941.429.7173  
Email: [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com)



**WORK ASSIGNMENT**

CONSULTANT

CONTINUING CONTRACT # & TITLE

**THIS WORK ASSIGNMENT**

WORK ASSIGNMENT #

SHORT TITLE

*Attach justification and supporting documentation*

DATE SUBMITTED

AMOUNT (LUMP SUM)

SCHEDULED COMPLETION

**CONTRACT AND BUDGET OVERVIEW**

	DEPARTMENT	CITYWIDE (completed by Purchasing)
TOTAL OF PREVIOUS ASSIGNMENTS	\$ <input type="text"/>	\$ <input type="text"/>
THIS WORK ASSIGNMENT	\$ <input type="text"/>	\$ <input type="text"/>
TOTAL WORK ASSIGNMENTS	\$ <input type="text"/>	\$ <input type="text"/>
ACCOUNT NO/PROJECT NO	<input type="text"/>	<input type="text"/>

All work assignments require City Manager approval. In presenting this work assignment, it is understood that:

1. Unless specified herein, work does not involve watercraft, boat piers and/or other activities requiring additional workers compensation endorsements.
2. Contact or involvement with hazardous materials is not anticipated, should hazardous materials be encountered, the City shall be informed.

SUBMITTED BY:

\_\_\_\_\_  
CONSULTANT DATE





Engineered Coatings Solutions

888 Boulevard of the Arts  
 Suite 1906  
 Sarasota, FL 34236

# Invoice

Date	Invoice #
10/18/2022	281



<b>Bill To</b>
City of North Port Financial Department 4970 City Hall BLVD North Port, FL 34286

P.O. No.	Terms	Project
Current Pricing	Net 30	

Quantity	Description	Rate	Amount
	Contract 2020-41 City of North Port with Current Pricing		
0	Line 13 MH Rehabilitation 0' to <6'	608.29	0.00
0	Line 14 MH Rehabilitation >=6' to <8'	811.05	0.00
0	Line 15 MH Rehabilitation >=8' to <10'	1,100.71	0.00
0	Line 16 MH Rehabilitation >=10' to <12'	2,288.32	0.00
0	Line 17 MH Rehabilitation >=12'	2,838.67	0.00
0	Line 25 Epoxy Monolithic Manhole Liner 0' to <6'	955.88	0.00
0	Line 26 Epoxy Monolithic Manhole Liner >=6' to <8'	1,338.23	0.00
0	Line 27 Epoxy Monolithic Manhole Liner >=8' to <10'	1,720.58	0.00
0	Line 28 Epoxy Monolithic Manhole Liner >=10' to <12'	2,230.39	0.00
0	Line 29 Epoxy Monolithic Manhole Liner >=12'	2,780.74	0.00
		<b>Total</b>	\$0.00







3/14/2023

**WARRANTY STATEMENT:**

Engineered Coatings Solutions, LLC ("ECS") warrants new coating applications to be free from defects in material and workmanship. The Engineered Coatings Solutions Limited Warranty ("Limited Warranty") is subject to the express terms and conditions set forth below and applies to all applications performed after the effective date of this Limited Warranty and is available to the original purchaser only and is not transferable.

**WHAT IS COVERED:**

This Limited Warranty covers new applications installed by Engineered Coatings Solutions to be free of material defects and workmanship.

**WHAT IS NOT COVERED:**

This Limited Warranty does not cover coatings or other applications that have been damaged by a party other than ECS (including acts of God, such as fire, earthquakes, hurricanes...etc.), has been misused by industry standard, or has inconsequential aesthetic imperfections that do not affect the integrity or performance of the coating. The presence of rust is indicative of a coating failure, and will be warranted for 10 years from the application date, provided that pipe/bolts/nuts haven't been altered (i.e. damaging the integrity of the coating).

**WARRANTY LENGTH:**

The length of warranty coverage is ten (10) years. The warranty period begins from the invoice date to the original purchaser.

**CONTACTING ENGINEERED COATINGS SOLUTIONS:**

Questions concerning this Limited Warranty should be addressed to the Warranty Administrator at the following address or phone number:

Engineered Coatings Solutions, LLC

C/O Warranty Administrator (attention- John Blank)

888 Blvd Of The Arts

Sarasota, FL 34236, Unit #1906

[www.ecscoatings.com](http://www.ecscoatings.com)

888 Blvd of The Arts #1906  
Sarasota, FL 34236

405 E Venice Ave  
Venice, FL 34285





3/14/2023

**WARRANTY SERVICE:**

In the event that an application from ECS develops a failure within the warranty period provided above. The original purchaser must notify ECS in writing within a maximum of thirty (30) days of the discovery and before the end of the warranty period. ECS, at its sole discretion, will determine if the claim is covered by the Limited Warranty and, if so, how to proceed. This process may include having an ECS representative assess the nature of the failure, and ECS, at its sole discretion, shall provide a remedy which may be, but is not limited to the one of the following: repair, remove defect from affected area, and apply new coating, or refund the purchase price (less reasonable depreciation based upon pro-rata warranty duration). To receive warranty service, the original customer must make the facility available to ECS or any ECS authorized service agent within a reasonable time period.

**LIMITATION OF IMPLIED WARRANTIES:**

ECS makes no guarantees as to the performance, quality, or freedom of defect of any new coating application. THE LIMITED WARRANTY AND LIABILITY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PARTICULAR USE, AND IN NO EVENT SHALL ECS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some states do not allow limitations for how long an implied warranty lasts or the exclusion of incidental or consequential damages, therefore the above limitations and exclusions may not apply to you. This warranty provides specific legal rights. Other rights may be available to you, but may vary from state to state.

Customer: \_\_\_\_\_

Facility: \_\_\_\_\_

Warranty Start Date: \_\_\_\_\_





3/14/2023

ECS Authorized Signatory: \_\_\_\_\_

Printed Name: \_\_\_\_\_





**CITY OF NORTH PORT  
FINANCE DEPARTMENT/PURCHASING DIVISION**

4970 City Hall Boulevard, Ste 337  
North Port, Florida 34286  
Phone: (941) 429-7174  
Fax: (941) 429-7173  
[purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com)



**October 13, 2022**

**MICHAEL J. BLANK, PRESIDENT  
ENGINEERED COATINGS SOLUTIONS, LLC  
752 COMMERCE DRIVE UNIT 14 BUILDING C  
VENICE, FL 34292  
Fax: N/A  
Tel: (941)993-5923**

***RE: CONTRACT NO. 2020-41 INFLOW AND INFILTRATION REHABILITATION FOR CITY OF NORTH PORT UTILITIES.***

Dear Mr. Blank,

This letter shall serve as notification of official acceptance by the City Manager on October 11, 2022, of the extension of Contract No. 2020-41 ***INFLOW AND INFILTRATION REHABILITATION FOR CITY OF NORTH PORT UTILITIES.***

By acceptance of this extension, the parties of Contract 2020-41, hereby amend the Contract as follows:

Item #1 – The term shall be extended one (1) additional year through and including October 26, 2023.

Item #2 – All other provisions of Contract 2020-41 not in conflict with the above shall remain the same.

Item #3 CPI increase of 9.1% approved.

This is your copy of the official acceptance. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Keith Raney, Contract Administrator II





Engineered Coatings Solutions, LLC

888 Boulevard of the Arts  
 Suite 1906  
 Sarasota, FL 34236

# Estimate

Date	Estimate #
4/13/2023	323

Name / Address
City of Bowling Green Pamela Durrance 863-375-2255

Project

Description	Qty	Rate	Total
Pricing Based off City of North Port I&I Contract 2020-41			
Scope of work: *Media Blast steel Digester to remove all corrosion *Pressure wash to clean all surfaces to include application of Rust Preventative *Apply HP 100 Primer until all surfaces are covered *Apply HT200 Structural Coating @ 250mils From North Port Contract, the specific applicable line items are as follows:			
Line 17 MH Rehabilitation >=12' = \$2,838.67			
Line 29 Epoxy Monolithic Manhole Liner >=12' = \$2,780.74			
Given: 4' x 12' manhole has a surface area of 163 sq-ft, the calculated price per sq-ft =			
$(\$2,838.67 + \$2,780.74) / 163 \text{ sq-ft} = \$34.47/\text{sq-ft}$			
Given: 30' x 20' tank has a surface area of 2,592 sq-ft			
30' x 20' Steel Digester, Rehabilitation and Coating	2,592	34.47	89,346.24
Vacuum Truck Rental 2 events	2	2,137.68	4,275.36
Mobilization	1	1,500.00	1,500.00
		<b>Total</b>	\$95,121.60



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

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

1. Project Title (Project): Wastewater Treatment Facility AWT Improvements Agreement Number: WG075

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

Grantee Name: City of Bowling Green Entity Type: Local Government

Grantee Address: P.O. Box 608, Bowling Green, FL 33834 FEID: 59-6000281 (Grantee)

3. Agreement Begin Date: Upon Execution Date of Expiration: October 31, 2026

4. Project Number: \_\_\_\_\_ Project Location(s): Lat/Long: (27.6276, -81.8165)  
*(If different from Agreement Number)*

Project Description: The City of Bowling Green proposes to construct advanced wastewater treatment upgrades to its wastewater treatment facility to reduce effluent nutrient levels, benefiting current & future discharges to the Peace River, Payne Creek, & other nearby waters.

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$8,800,000.00</b>	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	<b>Fed WWG, Section 152, FY21-22, WPSPTF</b>	<b>\$8,800,000.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			<b>\$8,800,000.00</b>

6. Department's Grant Manager Name: <u>Hannah Lowenthal</u> _____ or successor Address: <u>3900 Commonwealth Blvd., MS 3602</u> <u>Tallahassee FL, 32309-3000</u> Phone: <u>850-245-2942</u> Email: <u>Hannah.Lowenthal@FloridaDEP.gov</u>	Grantee's Grant Manager Name: <u>Adam Thompson</u> _____ or successor Address: <u>P.O. Box 608</u> <u>Bowling Green, FL 33834</u> Phone: <u>863-375-2255</u> Email: <u>athompson@bowlinggreenfl.com</u>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

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

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

Federal Award Identification Number(s) (FAIN):	SLFRP0125
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	\$8,800,000.00
Federal Awarding Agency:	Department of Treasury
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

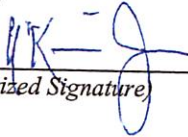
IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Bowling Green

GRANTEE

Grantee Name

By

  
(Authorized Signature)

03/07/2023  
Date Signed

N'Kosi Lerone Jones, City Mayor, City of Bowling Green

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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DWRA Additional Signatures

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\_\_\_\_\_  
Hannah Lowenthal, DEP Grant Manager

\_\_\_\_\_  
Mitch Holmes, DEP QC Reviewer

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

ATTACHMENT 1

**1. Entire Agreement.**

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

**2. Grant Administration.**

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

**3. Agreement Duration.**

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

#### **4. Deliverables.**

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

#### **5. Performance Measures.**

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

#### **6. Acceptance of Deliverables.**

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

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

#### **8. Payment.**

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

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

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



- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

**10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

**11. Retainage.**

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

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

**12. Insurance.**

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

**13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

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

**15. Events of Default.**

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

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

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

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

#### **17. Force Majeure.**

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

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

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

**20. Remedies.**

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

**21. Waiver.**

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

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. **Antitrust Violator Vendors.** 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 on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any 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 leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

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

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Scrutinized Companies.**

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

**26. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**27. Record Keeping.**

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

**28. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**29. Conflict of Interest.**

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

**30. Independent Contractor.**

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

**31. Subcontracting.**

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

**32. Guarantee of Parent Company.**

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

**33. Survival.**

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

**34. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This



Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**35. Severability.**

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

**36. Grantee's Employees, Subcontractors and Agents.**

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

**37. Assignment.**

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

**38. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**39. Execution in Counterparts and Authority to Sign.**

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

**INSTRUCTIONS TO COMPLETE THE ADVANCED FUNDS EXPENDED & INTEREST EARNED MEMO:**

*This form should be completed by the Advanced Funds Recipient in its entirety, signed and dated by the appropriate personnel and submitted each reporting period. Please ensure each field on the form is completed according to the guidance provided.*

Percentage of Project Completion must be completed, indicating the percentage of progress for the current reporting period.

Estimated Project Completion Date must be completed, indicating the anticipated project completion date in the MM/DD/YYYY format.

The Final Report indicator (Yes or No) must be completed.

If the contract states that no interest is due, quarterly reporting of the expended advanced funds is still required. Lines 1, 2, and 3 must be completed.

In all cases the lines 1, 2, and 3 reported amounts are on a cash basis for the advanced funds principal. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the advanced funds recipient must complete lines 1 through 6 for each quarterly report. Payments of interest due to DEP shall be paid within the specifications of the grant/contract. Project Management Certification: This section is to be completed by the DEP Grant Manager and the Advanced Funds Recipient to certify that the information provided on this form is true and accurately reflects the status of the advanced funds received from the Department.

Project Management Verification: This section is to be completed by the DEP Grant Manager in providing the method used to verify that the information received from the Advanced Funds Recipient is true and accurately reflects the status of the advanced funds received from the Department.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. WG075**

**ATTACHMENT 2**

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

**1. Scope of Work.**

The Project funded under this Agreement is Wastewater Treatment Facility AWT Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

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

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

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

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

## **8. Insurance Requirements**

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

a. Commercial General Liability Insurance.

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

b. Commercial Automobile Insurance.

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

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

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

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

d. Other Insurance. None.

## **9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

## **10. Retainage.**

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

## **11. Subcontracting.**

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

## **12. State-owned Land.**

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

## **13. Office of Policy and Budget Reporting.**

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

## **14. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of

transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

**15. Additional Terms.**

None.

*Any terms added here must be approved by the Office of General Counsel.*

### ATTACHMENT 3 GRANT WORK PLAN

**PROJECT TITLE:** Wastewater Treatment Facility AWT Improvements

**PROJECT LOCATION:** The Project will be located in the City of Bowling Green within Hardee County; Lat/Long (27.6276, -81.8165)

**PROJECT BACKGROUND:** The City of Bowling Green (Grantee), has limited options for their Wastewater Treatment Facility (WWTF) effluent. Currently the Grantee and the Mosaic Company (Mosaic) have an agreement by which Mosaic receives the Grantee's wastewater at a facility south of the city via a pipeline owned by the Grantee, which connects to a pipeline owned by the City of Wauchula. The current effluent quality of the Grantee's WWTF limits disposal alternatives. Other options such as public access reuse or irrigation fields are not viable under the current treatment capability. By improving the WWTF's capability to reduce nutrient levels, other alternatives will be opened up for effluent reuse/disposal.

**PROJECT DESCRIPTION:** The Grantee will construct Advanced Wastewater Treatment (AWT) upgrades to its Wastewater Treatment Facility to reduce effluent nutrient levels and excess pollution, benefitting current and future discharges to the Peace River, Payne Creek, and other nearby waters. With no permitted city-controlled effluent disposal site, producing reduced nutrient effluent will advance the Grantee's multi-year effort to secure disposal at multiple locations for operational flexibility.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated.

#### **Task 1: Design and Permitting**

**Deliverables:** The Grantee will complete the design of Wastewater Treatment Facility AWT Improvements and obtain all necessary permits for construction of the project.

**Documentation:** The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

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

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

#### **Task 2: Bidding and Contractor Selection**

**Deliverables:** The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the Wastewater Treatment Facility AWT Improvements

**Documentation:** The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

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

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

**Task 3: Construction**

**Deliverables:** The Grantee will construct Wastewater Treatment Facility AWT Improvements in accordance with the construction contract documents.

**Documentation:** The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

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

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

**PROJECT TIMELINE & BUDGET DETAIL:**

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$550,000	07/01/2021	7/31/2024
2	Bidding and Contractor Selection	Contractual Services	\$20,000	07/01/2021	11/30/2024
3	Construction	Contractual Services	\$4,430,000	07/01/2021	6/31/2026
		Miscellaneous/Other Expenses	\$3,800,000		
Total:			\$8,800,000		

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

**Attachment 4**

**1. Public Records.**

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

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

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

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

**Telephone:** (850) 245-2118

**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)

**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399



**ATTACHMENT 8**  
**Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds**  
**(SLFRF) Agreements**

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

**2 CFR PART 200 APPENDIX 2 REQUIREMENTS**

**1. Administrative, Contractual, and Legal Remedies**

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

**2. Termination for Cause and Convenience**

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

**3. Equal Opportunity Clause**

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient 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:
  - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient 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 the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient 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.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall 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), and by the EPA (40 CFR Part 15). Violations must be reported to the

Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

[https://apply07.grants.gov/apply/forms/sample/SFLLL\\_1\\_2\\_P-V1.2.pdf](https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf).

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier 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.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

## ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to Federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving Federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

**COMPLIANCE WITH ASSURANCES**

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

**FEDERAL REPORTING REQUIREMENTS**

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov). The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

## **DEPARTMENT OF TREASURY-SPECIFIC**

### **1. Civil Rights Compliance**

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

## **SLFRF-SPECIFIC**

### **1. Period of Performance**

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

### **2. Equipment and Real Property Management**

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the Non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

## **SLFRF INFRASTRUCTURE PROJECTS**

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

## **SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION**

For infrastructure projects over \$10 million, the following provisions apply:

### **1. Wage Certification**

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

### **2. Project Labor Agreements**

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of

- appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
  - iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
  - iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
  - v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

**SLFRF WATER & SEWER PROJECTS**

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number
- ii. Public Water System (PWS) ID number
- iii. Median Household Income of service area
- iv. Lowest Quintile Income of the service area

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

<b>DEP Agreement No.:</b>	WG075
<b>Project Title:</b>	Wastewater Treatment Facility AWT Improvements
<b>Grantee Name:</b>	City of Bowling Green
<b>Grantee's Grant Manager:</b>	Adam Thompson
<b>Reporting Period:</b>	Select Quarter - Select Year

**Provide the following information for all tasks identified in the Grant Work Plan:**

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

**Task 1: Select Task Title**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Task 2: Select Task Title**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Task 3: Select Task Title**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Task 4: Select Task Title**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Task 5: Select Task Title**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Completion Status for Tasks**

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

**Design (Plans/Submittal):** 30% , 60% , 90% , 100%

**Permitting (Completed):** Yes , No

**Construction (Estimated):** \_\_\_\_\_ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

---

Signature of Grantee's Grant Manager  
*(Original Ink or Digital Timestamp)*

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Date



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C  
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

# DEPARTMENT OF ENVIRONMENTAL PROTECTION

## Advance Payment Terms

### Exhibit E

#### 1. Advance Payments.

- a. The Grantee shall use the **Advance Payment Justification Form**, available upon request from the Department, to request advance payment. Advance payment is subject to written approval from the State's Chief Financial Officer (CFO) and the Department.
- b. The CFO may identify additional requirements that must be met in order for advance payment to be authorized. If additional requirements are imposed by the CFO, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the additional requirements imposed by the CFO for release of the funds.
- c. If advance payment is authorized, the Grantee shall report, on a quarterly basis in conjunction with the Progress Report as required under in this Agreement, the amount of funds expended during the reporting period, the Agreement expenditures to date, and interest earned during the quarter, and clearly indicate the method for repayment of the interest to the Department. Expenditures shall be documented in accordance with the requirements for reimbursement identified below. Interest earned and method of repayment shall be reported on the **Advance Payment – Interest Earned Memorandum, Exhibit E1** below.
- d. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.
- e. Unused funds, and interest accrued on any unused portion of advanced funds that has not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.
- f. If an advance payment is not approved by the CFO, the Grantee shall make its reimbursement requests in accordance with the reimbursement process described in Attachment 1, Standard Terms and Conditions.

**Memorandum**

**INSTRUCTIONS TO COMPLETE THE ADVANCED FUNDS EXPENDED & INTEREST EARNED MEMO:**

*This form should be completed by the Advanced Funds Recipient in its entirety, signed and dated by the appropriate personnel and submitted each reporting period. Please ensure each field on the form is completed according to the guidance provided.*

Percentage of Project Completion must be completed, indicating the percentage of progress for the current reporting period.

Estimated Project Completion Date must be completed, indicating the anticipated project completion date in the MM/DD/YYYY format.

The Final Report indicator (Yes or No) must be completed.

If the contract states that no interest is due, quarterly reporting of the expended advanced funds is still required. Lines 1, 2, and 3 must be completed.

In all cases the lines 1, 2, and 3 reported amounts are on a cash basis for the advanced funds principal. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the advanced funds recipient must complete lines 1 through 6 for each quarterly report. Payments of interest due to DEP shall be paid within the specifications of the grant/contract. Project Management Certification: This section is to be completed by the DEP Grant Manager and the Advanced Funds Recipient to certify that the information provided on this form is true and accurately reflects the status of the advanced funds received from the Department.

Project Management Verification: This section is to be completed by the DEP Grant Manager in providing the method used to verify that the information received from the Advanced Funds Recipient is true and accurately reflects the status of the advanced funds received from the Department.

**Memorandum**

**EXHIBIT E1  
Advanced Funds Expended and Interest Earned Memo**

***WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST***

TO: **Contract Manager Name**

FROM: Lydia L. Griffin, Bureau Chief  
Bureau of Finance and Accounting

DATE: **MM/DD/YYYY**

SUBJECT: **Advanced Funds for:  
Agreement No.  
Begin Date:**

In accordance with Section 216.181(14)(b), Florida Statutes, the Department requires that advanced funds be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the **unused portion of the advanced funds and/or interest due**, the following information is needed **no later than MM/DD/YYYY**.

**Interest Due to DEP: Yes  No**   
(If No, Advanced Funds Recipient is required to report only the amount of Advanced Funds Expended or Returned to DEP.)

Project % of Completion as of <b>MM/DD/YY:</b> _____	Final Report: <input type="checkbox"/> Yes or <input type="checkbox"/> No
Project % of Completion as of <b>MM/DD/YY:</b> _____	Estimated Project Completion Date: _____
Initial advanced funds disbursed <b>MM/DD/YY</b>	Cumulative amount of advanced funds \$ _____
1 Advanced funds principal <i>expended</i> by contractor covering period of <b>MM/DD/YY to MM/DD/YY</b>	\$ _____
2 Advanced funds principal <i>returned</i> by contractor covering period of <b>MM/DD/YY to MM/DD/YY</b>	\$ _____
3 Advanced funds principal balance available on hand	\$ _____
4 Interest earned on advanced funds covering period of <b>MM/DD/YY to MM/DD/YY</b>	\$ _____
5 Amount of interest paid to DEP as of <b>MM/DD/YY</b>	\$ _____
6 Interest balance due to DEP as of <b>MM/DD/YY</b>	\$ _____

**Project Management Certification:**

By evidence of my signature below, the above information is true and correct. I have knowledge of the work performed and the advanced funds principal on hand is needed to complete the project(s) by the Estimated Project Completion Date.

_____ DEP Grant Manager Printed Name	_____ Advanced Funds Recipient Printed Name
_____ DEP Grant Manager Signature	_____ Advanced Funds Recipient Signature
_____ Date	_____ Date

**DEP USE ONLY**

Project Management Verification (please explain): \_\_\_\_\_

Thank you for your cooperation in providing the above information. If you have any questions, please contact the **Contract Disbursements Section at (850) 245-2465**, in the Bureau of Finance & Accounting.