Issued for Bid

PROJECT MANUAL

FOR

PORT OF PENSACOLA
PAVING & RAIL REHABILITATION PROJECT

FLORIDA'S FIRST & FUTURE

Bid No. 26-001

Prepared by

HDR Engineering, Inc.

October 2025

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PAVING & RAIL REHABILITATION PROJECT

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THE CITY OF PENSACOLA, FLORIDA
INVITATION TO BID
BID NO. 26-001

PORT OF PENSACOLA
PAVING & RAIL REHABILITATION PROJECT

A sealed, complete hardcopy bid **with original (or electronic) signature**, and **one (1) complete and identical electronic copy (PDF) on flash drive or CD** will be received on **December 3, 2025, 2:30 P.M.**, Central time, at the following location.

City Hall (lobby)
222 West Main Street
Pensacola, Florida, 32502
Attention: Purchasing

Those submittals received will be opened and publicly read the **following business day** *(December 4, 2025, 10:00 A.M., Central time)* via Microsoft Teams at the following link: Microsoft Teams bid opening link.

Alternatively, electronic responses may be submitted to Demandstar or Central Bidding. Both sites require registration and varying fees for notifications and document downloads.

NOTE: *If submitting an electronic response and **IF** a bid/proposal bond is required:*

- An insurance company's executed bond **may be included** with the electronic submittal.

OR

- A certified check/cashier's check **must be delivered** to the address above.

Drawings and Specifications will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Addenda will be posted to the City's website. **Bidders are responsible for obtaining addenda and are advised to check the website frequently.** There is no cost to view or download documents from the City website.

In order to review the project requirements, an **optional** pre-bid meeting will be held at **10:00 A.M.**, Central time, **November 13, 2025** (in the Port of Pensacola Conference Room, 2nd Floor Port Administration Building, 700 S Barracks Street, Pensacola, FL) and via Microsoft Teams. The MS Teams link follows: Microsoft Team Pre-Bid Meeting Link. Bidders shall submit a certified check or bid bond, payable to the City of Pensacola in the amount of **five percent (5%) of the base bid** for a period of sixty (60) days.

The City of Pensacola has established a Minority/Women Business Enterprise Program (MWBE). The MWBE Participation goal for this project is **5%**.

Any questions concerning the bid should be addressed and submitted in writing **no later** than 10:00 A.M., Central time, November 21, 2025, to:

Dedria Lunderman, Purchasing Manager
City of Pensacola
222 W. Main St.
Pensacola, FL 32502
purchasing@cityofpensacola.com

A bid tabulation or a Notice of Intent to Award will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Bidders are advised to check the website frequently.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please email ADACoordinator@cityofpensacola.com or call (850) 436-5600. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item number when applicable, to waive any bid informalities and to re-advertise for bids when deemed in the best interest of the City of Pensacola.

Attest:
Ericka L. Burnett
City Clerk

CITY OF PENSACOLA
D. C. Reeves
Mayor

The City of Pensacola provides equal access in employment and public services.

Participation in a Microsoft Teams meeting requires a microphone and speakers; however, webcams are optional. Participants may join the meeting either via a PC or Smartphone. Please be sure to check the system requirements at the following link: Microsoft Teams System Requirements Check.)

SECURITY NOTICE

Visitors to City Hall are required to stay in the lobby unless otherwise directed.

Late submittals will not be accepted.

INSTRUCTIONS TO BIDDERS

1. AWARD OF CONTRACT

A. The contract will be awarded as soon as practicable to the lowest responsible bidder, price and other factors considered, provided their bid is reasonable and it is to the interest of the City to accept it.
B. The City reserves the right to waive any informality in bids received when such waiver is in the interest of the City. In case of error in the extension of prices, the unit price will govern.

C. The City further reserves the right to accept or reject any or all items of any bid, unless the bidder qualifies such bid by specific limitations; also to make an award to the bidder whose aggregate bid on any combination of bid items is low.

2. BID OPENING

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested.

3. BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one party, by or in the name of their clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

4. BIDDER'S QUALIFICATIONS

Before a bid is considered for award, the bidder may be requested by the City to submit a statement of facts in detail as to their previous experience in performing similar or comparable work, and of their business and technical organization and financial resources and plant available to be used in performing the contemplated work. A minimum of 5 qualifying project references may be required from previous or current project owners. These references shall be from specific projects of similar size and scope and at least 3 of the 5 shall be from another government municipality, especially if the bidder has not contracted with the City on projects of a same/similar nature within the previous five (5) years of the bid date. The City reserves the express right to not award a contract to a bidder if the provided references do not reveal that the contractor has ample/adequate experience beyond a reasonable doubt to complete the project according to the specifications and within the time frame stipulated.

5. COMMENCEMENT & COMPLETION

The bidder further proposes and agrees hereby to commence the work with an adequate force and equipment within **(10)** consecutive calendar days after being

notified by the City of Pensacola to do so; and to complete the work and testing within **(365)** calendar days after the commencement date set by the City of Pensacola and to pay as delay penalty the sum of **$500** for each and every calendar day used for the completion of the work in excess of that heretofore stated.

6. CONDITIONS AT SITE OF WORK

Bidders shall be responsible to visit the site to ascertain pertinent local conditions readily determined by inspection and inquiry, such as the location, and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

7. DECLARATIONS

The bidder hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respect fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and the contractual documents relative thereto, including the Advertisement, Proposal Form, Form of Contract, General Conditions, and all specific conditions; and that he has satisfied himself relative to the work to be performed.

The bidder proposes and agrees, if this Proposal is accepted, that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability and to contract with the City of Pensacola in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the project.

8. EXPLANATION TO BIDDER

Any explanation desired by bidders regarding the meaning or interpretation of drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders, and its receipt by the bidder shall be acknowledged.

9. LICENSING REQUIREMENT

Each bidder shall possess at the time of submitting its bid all licenses, registration and

certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Bidder must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded bidder shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).

Bidder for the project shall hold one or more of the following licenses in order to submit a bid and have qualifying experience relative to the subject project.

A. Florida Licensed General Contractor

10. LIEN RELEASE AND AFFIDAVIT

Each Application for Payment shall be accompanied by a Lien Release and Affidavit from each subcontractor and each supplier showing that all materials, labor, equipment and other bills associated with that portion of the work in which payment is being requested for have been paid in full. The City shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

11. PENALTIES

The bidder further agrees that in case of failure on his part to execute the said Contract and Bond within **(10)** calendar days after written notice being given of the award of the Contract, the check or bid bond accompanying this bid, and the monies payable thereon, shall be paid into the funds of the City of Pensacola as delay day penalties for such failure; otherwise, the check or bid bond accompanying the Proposal shall be returned to the undersigned.

12. PREPARATION OF BIDS

A. Bids shall be submitted on the forms furnished or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the bid.
B. The form of bid will provide for quotation of a price, or prices, for one or more items which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of construction or a combination thereof. Where required on the bid form, bidders must quote on all items and they are warned that failure to do so may disqualify the bid. When quotations on all items are not required, bidders should insert the words “no bid” in the space provided for any item on which no quotation is made.

13. RECEIPT AND OPENING OF BIDS

A. No responsibility will attach to any City employee for the premature opening of, or the failure to open, a bid not properly addressed and identified.

14. REJECTION OF BIDS

The City reserves the right to reject any and all bids when such rejection is in the interest of the City; to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the bid of a bidder who is not, in the opinion of the Engineer, in a position to perform the contract.

15. SPECIAL CONDITIONS

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

B. All bidders are advised that compliance with The Occupational Safety and Health Administration Excavation Safety Standards, 29 C.F.R.s 1926.650-652 of Sub part P will be required.

C. The Contractor agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

D. Florida State Statute 93.240 under section 556.101 through 556.111 requires that all excavators notify gas companies of their intention to perform any excavation at least forty- eight (48) hours (excluding Saturday, Sundays and holidays) prior to beginning work. If excavating, digging, boring, tunneling, blasting or otherwise disturbing the earth in any manner where a buried gas line may be damaged is proposed, please call the toll free number 1-800-432-4770 between the hours of6:30 a.m. and 4:00 p.m. CST Monday through Friday, forty-eight (48) hours before starting the proposed work, (weekends and holidays excluded).
   Contractor shall notify all utility companies to locate and mark all utility facilities forty-eight (48) hours before starting any excavation.

E. The general contractor will submit a maintenance traffic plan which will satisfy the traffic conditions outlined in the general notes.

F. The general contractor shall post the construction site with "NO TRESPASSING" signs, to prevent amateur archaeologists from entering the site without authorization.

SCOPE OF WORK

The Scope of Work for the Port of Pensacola Paving & Rail Rehabilitation Project, which is federally funded through the Community Development Block Grant – Disaster Recovery Funds (CDBG-DR) and the Florida Department of Transportation Florida Seaport Transportation and Economic Development Funds (FSTED), consists of the following tasks:

- The removal, disposal and replacement of the existing on-Port railroad track systems as shown on the drawings and specified.
- The removal and disposal or abandonment and grout fill of the existing underground potable water system for the entire Port property as shown on the drawings and specified.
- Furnish and install new potable and firewater system as shown on the drawings and specified.
- The removal and disposal of the existing backflow preventer located on the east side of Barracks Street approximately 300 feet south of Main Street.
- Furnish and install new backflow preventer on the east side of Barracks Street, inside the port security fence, east of the port security gate.
- The removal and disposal of portions of the existing stormwater collection system and the furnishing and installation of new stormwater collections systems as shown on the drawings and specified.
- The removal, disposal and replacement of the existing ships water concrete bunkers at Berths 2, 3 & 5 as shown on the drawings and specified.
- Repairs to existing dock structure expansion joints as shown on the drawings and specified.
- The removal and disposal of existing asphalt pavement and base material as shown on the drawings and specified.
- Grading and compaction of existing subgrade and furnish and install new asphalt and concrete pavement and base material as shown on the drawings and specified.
- Remove and dispose of existing cables and furnish and install new cathodic protection cables from the existing Berth 2 landside rectifier inside Warehouse 5 to the existing manhole near the landside of the Berth 2 bulkhead. Splice new cables to existing cables inside the manholes and shown on the drawings and specified.
- Miscellaneous demolition and disposal as shown on the drawings and specified.
- All other work as shown on the drawings and specified.

Grant award contracts are included in this bid for reference.

Public Transportation Grant Agreement 445548-1-94-03
Public Transportation Grant Agreement 445548-1-94-04
State of Florida Dept of Commerce Federally Funded DCBG-DR Rebuild Florida IRP Subrecipient Agreement HS002

PROPOSAL
BID NO. 26-001

PORT OF PENSACOLA
PAVING & RAIL REHABILITATION PROJECT

Base Bid _____

($_____)

Additive Alternate #1 _____

($_____)

Additive Alternate #2 _____

($_____)

Additive Alternate #3 _____

($_____)

Additive Alternate #4 _____

($_____)

**A signed quantity sheet must be included for the submittal to be considered.*

Bid Security in the proper form and in the amount of $_____ is submitted.

Dunns#/UEID: _____ (Federal Transparency Act Reporting Requirement)

Florida Department of Professional Regulation Contractor's Certification or Registration No. _____ Expiration Date _____

Survey: How did you obtain this solicitation?

☐ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other:_____

Signature_____ Date:_____

Printed Name: _____ Title: _____

Company:_____ Address:_____

Telephone:_____ City:_____

Fax:_____ State:_____ Zip:_____

E-mail:_____

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

QUANTITY SHEET
BID NO. 26-001

PORT OF PENSACOLA
PAVING & RAIL REHABILITATION PROJECT

Company Name:_____

SCHEDULE OF PRICES (BASE BID)		
ITEM	**DESCRIPTION**	**AMOUNT**
1	Mobilization/Demobilization	$
2	Removal and disposal of concrete walls, pipe bollards, and dirt fill from abandoned valve pit at north end of Berth 2	$
3	Removal and disposal of concrete ramps and foundations south of Warehouse 2 previously used to access and support truck scales	$
4	Removal and disposal or abandonment and grout fill of existing potable and firewater water system	$
5	Furnish and install new potable and firewater system	$
6	Removal and disposal of existing stormwater system components south of Warehouse 1	$
7	Furnish and install new stormwater system components south of Warehouse 1	$
8	Removal and disposal of existing stormwater system components south of Warehouse 2	$
9	Furnish and install new stormwater system components south of Warehouse 2	$
10	Removal and disposal of existing railroad track systems	$
11	Furnish and install new railroad track systems including associated concrete encasement and asphalt paving as shown on the drawings	$
12	Berth 6 vertical expansion joint repairs and construction of new asphalt pavement section	$
13	Berths 3 & 5 horizontal expansion joint repairs and construction of new asphalt pavement section	$
14	Removal and disposal of existing and construction of new ship water station concrete pits at Berths 2, 3 & 5	$
15	Removal and disposal of existing asphalt paving and concrete runways west of Warehouse 1	$
16	Construct new asphalt pavement section west of Warehouse 1	$
17	Construct new concrete runways west of Warehouse 1	$

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

18	Remove existing pavement and construct new asphalt pavement road section north of Warehouses 9 and 10	$
19	Remove existing pavement and construct new asphalt pavement road section south of Warehouses 9	$
20	Remove existing pavement and construct new asphalt pavement east/west road section south of Warehouse 2 and south extension to Barracks Street	$
21	Remove existing pavement and construct new asphalt pavement section between Warehouses 5 and 6	$
22	Repairs to Berth 2 Landside Cathodic Protection System	$
	TOTAL BASE BID $	

SCHEDULE OF PRICES (ADDITIVE ALTERNATES 1 - 4)		
ITEM	**DESCRIPTION**	**AMOUNT**
A1	Removal and disposal of existing asphalt paving and construction of new asphalt pavement section south of Warehouse 2 to Track 5	$
A2	Removal and disposal of existing asphalt paving and construction of new asphalt pavement section south of Warehouse 1 between tracks 2 & 5	$
A3	Removal and disposal of existing asphalt paving and construction of new asphalt pavement section east of Warehouse 1 along the west side of Barracks Street	$
A4	Removal and disposal of existing concrete trench, cast iron lids, concrete paving, and asphalt paving and construction of new asphalt pavement section south of the Port access gate and Maintenance Building	$

Note: Selection of Additive Alternates will be at the sole discretion of the City/Port. Any Additive Alternates selected are NOT required to be selected in numerical order.

By: _____
Authorized Representative (Please Print)

Signature: _____

Title: _____

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ _____
Signature of Contractor's Authorized Official Date

_____
Name and Title of Contractor's Authorized Official

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: _____

Vendor FEIN: _____ Phone Number: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Email Address: _____

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06

(2)(a) "Coercion" means:

1. *Using or threatening to use physical force against any person;*
2. *Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;*
3. *Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;*
4. *Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;*
5. *Causing or threatening to cause financial harm to any person;*
6. *Enticing or luring any person by fraud or deceit; or*
7. *Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.*

(2)(e) "Labor" means work of economic or financial value.

(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

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

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

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

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

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

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

Company Name:_____ Date:_____

Authorized Signature:_____ Printed Name:_____

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

   A. The name of the subcontractor.

   B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

   C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

   D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

_____
Company Name

_____
Authorized Signature

_____
Printed Name

_____
Date

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

City of Pensacola
Florida

CERTIFICATION
for
EROSION AND SEDIMENTATION COMPLIANCE

All site excavation and site disturbance shall comply with the following federal, state and local regulations related to erosion and sedimentation:

A. Federal Clean Water Act as amended in 1987
B. State Florida Statutes, Chapter 373 and 403, and the rules promulgated thereunder
C. Local Code of the City of Pensacola, Chapter 12-9

By signature of its undersigned authorized representative, the Bidder hereby assures the City of Pensacola that any soil-disturbing activities performed by the Bidder will comply with all applicable federal, state, and local regulations.

The cost of compliance with applicable erosion and sedimentation regulations is estimated by the Bidder to be $ _____, which cost is included in the amount of the bid.

The specific methods of compliance with applicable federal, state, and local regulations and the associated costs are as follows:

_____

_____

_____

_____

_____

_____

_____

_____
Authorized Official

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE BIDS - Pursuant to Florida Statue §287.087, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the Workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

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

_____ _____

Signature Printed Name

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM
(not applicable if project uses federal funding)

In order to foster economic development and business opportunities for service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services ("DMS") as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City's VBE Program, the respondent's principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below.

If not, mark "N/A."

Respondent's Name:	Respondent's Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

CITY OF PENSACOLA
SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

> **A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than $1 million. The business must be located in Escambia or Santa Rosa County.**

If your firm meets the criteria above, please provide the requested information below. **Otherwise, mark N/A.**

VENDOR QUESTIONNAIRE

Name of Business_____

Address_____

Owner(s)'s Name(s)_____

OR

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

NAME OF SBE FIRM	PRIME OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1.		
2.		
3.		
4.		
5.		
6.		

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

CITY OF PENSACOLA
M/WBE PROGRAM POLICY
DOCUMENTATION OVERVIEW

Form	Submission Requirements	Required Form
M/WBE Utilization Commitment Lists the total dollar amount of such participation by M/WBE subcontractors and suppliers the Bidder **will use** on the project.	Due with bid/proposal	**Form A**
Listing of Good Faith Efforts (GFE) Indicates the actions you undertook to recruit and solicit minority vendors, subcontractors, vendors, or suppliers for this project.	Due with bid/proposal if goal is not met (if subcontracting or purchasing supplies/materials)	**Form B, A, and C**
Formal Agreement Affidavit Indicates that Prime Contractor will enter into a formal agreement with the firms listed on the MWBE Utilization Commitment (Form A).	Due with bid/proposal if goal is met	**Form C and A**
Statement of Intent to Perform Contract with Own Workforce Indicates that the bidder does not customarily subcontract elements of this type project, normally performs all elements of work on this project with his/her own current work force **AND** will not purchase any materials or supplies in the performance of the contract.	Due with bid/proposal (self-performing and not purchasing supplies/materials). ****APPLIES TO CURRENT CITY CERTIFIED M/WBEs ONLY**	**Form D**
Letter of Intent to Perform as a Subcontractor or Sub consultant Identifies minority participation will be used on the project. **Form E is signed by the M/WBE**	Within three (3) business days after notification of being the apparent low bidder. Must match firms listed on **Form A.**	**Form E**
Documentation for All Payments to Subcontractors, Suppliers, and Service Providers Contractor shall provide with each pay request to the City of all payments to contractors, subcontractors, supplies and service providers.	Must submit with each pay request and final payment.	**Form F**
Subcontracting Opportunities Bidders a list of the areas in which the bidder sought subcontractors and suppliers.	Due with GFE documentation when requested.	**Form G**

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

CITY OF PENSACOLA
FORM A – M/WBE UTILIZATION COMMITMENT

I, _____ Bid # _____
(Name of Bidder)

do hereby certify that on this project, we will use the following minority or woman business enterprises as subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Full Address	Phone #	*M/WBE Category	Work Description	Dollar Value

*M/WBE categories: African American (**B**), Asian American (**A**), Hispanic (**H**), Native American (**N**), Woman (**W**)

The total value of M/WBE contracting will be ($) _____.

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

CITY OF PENSACOLA
FORM B – Attach to the Bid/Proposal if goal is not attained

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked. Bidder must earn at least 70 points from the Good Faith Efforts list for their bid to be considered responsive.

	1 – Notification of Subcontracting Opportunities (10 Points) bidder must provide to the City or their designee a list of the areas in which the bidder sought subcontractors and suppliers.
	2 – M/WBE Contact (10 pts) Contacted M/WBE businesses that reasonably could have been expected to submit a quote, for the areas the bidder intends to subcontract or purchase supplies at least ten (10) days before the bid date and notified them of the nature and scope of the work to be performed.
	3 – Making Project Documents Available (10 pts) Made the construction plans, specifications, and requirements available for review by prospective M/WBE businesses, or providing these documents to them at least ten (10) days before the bids are due.
	4 – Breaking Down Work (15 pts) Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
	5 – Working with M/WBE Assistance Organizations (10 pts) Worked with minority and women trade, community, or contractor organizations identified by the City and included in the bid documents that provide assistance in recruitment of minority businesses.
	6 – Host Pre-Bid Meeting (20 pts) Conduct a pre-bid meeting for M/WBE within five (5) days of the bid opening.
	7 – Bonding or Insurance Assistance (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors or sub consultants.
	8 – Negotiate in Good Faith (15 pts) Negotiated in good faith with interested M/WBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
	9 – Financial Assistance (25 pts) Provided assistance to an otherwise qualified M/WBE business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBE businesses in obtaining the same unit pricing with the bidder's suppliers in order to help the M/WBE businesses in establishing credit.
	10 – Joint Ventures and/or Mentor Protégé (20 pts) Negotiated joint venture, partnership and/or mentor protégé arrangements with M/WBEs in order to increase opportunities for M/WBE participation when possible.
	11 – Quick Pay Agreements (20 pts) Provided quick pay agreements and policies to enable M/WBE to meet cash-flow demands.
	12 – M/WBE Participation on Non-City Contracts (15 pts) The Bidder must document that during the eighteen (18) month period before Bid Opening, the Bidder paid M/WBEs on non-City contracts.

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

In accordance with Policy the undersigned will enter into a formal agreement with the firms listed on the Minority and Women Business Utilization Commitment schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Minority and Women Business Enterprise commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer:_____

_____

Signature: _____

Title: _____

State of _____, County of

Subscribed and sworn to before me this_____ day of

_____20___

Notary Public

My commission expires _____

SEAL

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

CITY OF PENSACOLA
FORM D
STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING

Attach this form to the Bid/Proposal

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the

_____. contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ **Name of Authorized Officer:_____**

Signature: _____

Title: _____

State of _____, County of_____

Subscribed and sworn to before me this_____ day of _____20___

Notary Public

My commission expires _____

SEAL

This form may be reproduced.
May 2018

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

CITY OF PENSACOLA
FORM E - LETTER OF INTENT TO
PERFORM AS A SUBCONTRACTOR OR SUBCONSULTANT
(PROVIDE MATERIALS AND/OR SERVICES)

Project Name:_____

Project/Bid #_____

Name of Prime Bidder/Proposer:_____

Address: _____
Street City State Zip Code

Telephone:_____ Fax:_____ Email: _____

Name of Certified Vendor: _____

The undersigned intends to perform work in connection with the above project as

_____ Minority Business Enterprise _____ Women's Business Enterprise

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials or services to be performed or provided):

Description of work to be performed by certified vendor:

_____

_____

Subcontracting at any tier must be reported and is subject to all M/WBE compliance requirements. This form shall be used for M/WBE subcontracting at any level.

Date: _____

_____
(Name & Phone No. of M/WBE Company)

_____
(Title of Authorized Officer)

_____
(Signature)

THE BIDDER MUST GET THIS FORM COMPLETED BY THE SUBCONTRACTORS/SUPPLIERS

This form may be reproduced.
May 2018

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

CITY OF PENSACOLA
FORM F - DOCUMENTATION FOR All PAYMENTS TO
SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

Current Requested Payment Amount: _____

The following is a list of payments to be made to all contractors/suppliers & other providers on this project for the above-mentioned period.

Firm Name and Address	*M/WBE Category	Amount to be Paid form this pay Request	Total Payments to date	Total Amount Committed

*M/WBE categories: African American (**B**), Asian American (**A**), Hispanic (**H**), Native American (**N**), Woman (**W**)

Date: _____ Approved/Certified By: _____
Name

Title: _____ _____
Signature

****THIS DOCUMENT MUST BE SUBMITTED WITH YOUR <u>REQUEST FOR FINAL PAYMENT</u>****

This form may be reproduced.
May 2018

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

CITY OF PENSACOLA
FORM G – SUBCONTRACT / PURCHASE OPPORTUNITIES

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

The following is a list of subcontract/purchase opportunities our firm made available to contractors/ suppliers & other providers on this project.

Commodity Code	Description of work

This form may be reproduced.
May 2018

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

COVENANT OF THE COMMUNITY FOR THE CITY OF PENSACOLA
WORKFORCE REPORT

Company Name: _____

The following is a list detailing each employee's residential zip code and skillset or trade, and whether the employee was hired since the date the Contractor was awarded the Covenant Project, Bid No._____.

Employee Residential Zip Code	Skillset or Trade	Hired since the award of contract: Yes/No
Example: 32502	Plumbing, Welder, Carpentry, Bricklaying, Project Mgmt., Concrete, or Write in the applicable skillset/trade.	Yes

I do solemnly affirm that the information furnished herein and the documents provided herewith are true and accurate.

_____ _____
Signature and Title of Business Representative Date

This form may be reproduced.
December 2020

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

COVENANT FOR THE COMMUNITY
FOR CITY OF PENSACOLA
LOCAL BUSINESS PARTICIPATION REPORT

Company Name: _____

The following is a list of amounts billed by all subcontractors and vendors and whether the subcontractor or vendor is local for the awarded Covenant Project, Bid No. .

Name of Subcontractor / Vendor	Local Business Sub/ Vendor: Yes/No	Amount Billed
Example: Construction, LLC	Yes	$40,000

Please answer the following statistical questions pertaining to this Covenant Project:

1. What was the percentage of newly hired employees that are local residents? _____.
2. What was the percentage of all existing employees that are local residents? _____.
3. What was the percentage of local business participation? _____.

I do solemnly affirm that the information furnished herein and the documents provided herewith are true and accurate.

_____ _____
Signature and Title of Business Representative Date

This form may be reproduced.
December 2020

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

BIDDERS LIST FORM

The City of Pensacola is required per 49 CFR 26. 11 (c) to create and maintain a comprehensive Bidders List. The Bidders List Form will be used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non-DBEs. It will assist with establishing the agency's annual DBE goal. Each Bidders List is a compilation of bidders, proposers, quoters, subcontractors, manufacturers, and suppliers of materials and services who have submitted bids during the advertising period of a specific project. Please provide the following mandatory data:

Part A: Business Data

Business Name: _____

Business Address: _____

Street City State Zip

County Business is located in: _____

Name of Contact Person: _____

Phone: ( ) _____ Fax: ( ) _____

Email Address: _____

Is this business certified as a Disadvantaged Business Enterprise? Yes No

Business Annual Gross Receipts: Less than $500,000 $500,000 to $1,000,000

$1,000,000 to $2,000,000 $2,000,000 to $5,000,000 Over $5,000,000

Age of Business: _____ Years _____ Months

Part B: Project and Work Description

RFP # _____ Project Name: _____

Provide brief description of scope of work, services, and/or materials to be performed/furnished:

_____

_____

_____

Will you subcontract any of your work? Yes* No

(* If "Yes," the subcontractor(s) must complete an individual Bidders List Form also.)

Part C: Signature

The undersigned declares that the information set forth on this page is current, complete and accurate.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

CITY OF PENSACOLA NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

_____, being first duly sworn, deposes and says that:

1. (S)He is _____ of _____, the Proposer that has submitted the attached Proposal;

2. (S)He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the Proposer nor anyone acting on behalf of the Proposer, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has be submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Pensacola, Florida or any person interested in the proposed Contract; and,

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or anyone acting on his/her/its behalf.

_____ _____
(Signature) (Title)

Subscribed and Sworn to before me of this ___ day of _____, 20___.

_____ _____
(Notary's Signature) (Notary's Stamped or Printed Name)

Notary Public, in and for _____County,
My commission expires:_____

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

SWORN STATEMENT UNDER SECTION 287.113(3)(a), FLORIDASTATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____
2. This sworn statement is submitted by _____
[name of entity submitting sworn statement]
whose business address is _____
and (if applicable) its Federal Employer

Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security number of the individual signing this sworn statement:(_____.)

3. My name is _____and my relationship to
[please print name of individual signing]
the entity named above is _____
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

3. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's-length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States, with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1,
1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1,
1989, AND [Please indicate which additional statement applies.]

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

____ The person or affiliate was placed on the convicted vendor list. There has been subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

____The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

_____ _____
(Signature) (Title)

Subscribed and Sworn to before me of this ___ day of _____, 20___.

_____ _____
(Notary's Signature) (Notary's Stamped or Printed Name)

Notary Public, in and for _____County,
My commission expires:_____

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

FEDERAL CONTRACT PROVISIONS COPELAND "ANTI-KICKBACK" ACT

(Reference: 2 CFR § 200 Appendix II(D), 29 CFR parts 3 & 5)

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

_____ _____

(Signature) (Title)

Subscribed and Sworn to before me of this ___ day of _____, 20__.

_____ _____

(Notary's Signature) (Notary's Stamped or Printed Name)

Notary Public, in and for _____County,
My commission expires:_____

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

REQUIRED DOCUMENTS ACKNOWLEDGEMENT
Bid/RFP/RFQ #26-001

Purchasing Forms		**Initials**
1)	Proposal Page(s)	_____
2)	Quantity sheet(s)	_____
3)	Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying	_____
4)	State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)	_____
5)	52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	_____
6)	52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	_____
7)	Certification For Erosion And Sedimentation Compliance	_____
8)	Drugfree Workplace Certificate	_____
9)	Veteran Business Enterprise Statement	_____
10)	Small Business Enterprise Statement	_____
11)	Minority/Women Business Participation Forms	_____
12)	Covenant With the Community Workforce Report	_____
13)	Covenant With the Community Local Business Participation Report	_____
14)	Disadvantaged Business Enterprise (Bidders List)	_____
15)	City of Pensacola Non-Collusion Affidavit	_____
16)	Sworn Statement Under Section 287.113(3)(A), Florida Statutes, On Public Entity Crimes	_____
17)	Federal Contract Provisions Copeland “Anti-Kickback” Act	_____
18)	Acknowledgement of addenda (signed signature pages of addenda)	_____
19)	Bid Bond	_____
20)	Required Documents Acknowledgement Page	_____

Department Requirements		**Initials**
1)	Florida Licensed General Contractor	_____

Company Name: _____

Authorized Officer’s Name: _____ Title: _____

Signature of Officer: _____ Date:_____

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

STATEMENT OF NO RESPONSE

If you are unable to submit a proposal at this time, please complete the following and return by e-mail to purchasing@cityofpenscola.com. Your choices or comments below will assist us in properly notifying you of future opportunities.

We have declined to respond to **Bid/RFP/RFQ #26-001** for the following reason(s):

SPECIFICATIONS

___ Specifications too "tight" (i.e., limited to one brand or manufacturer)

___ Specifications unclear

___ Unable to meet specifications

NATURE OF AWARD

___ Insufficient time to respond

___ Equivalent options not offered

___ Other (please explain below)

Explanation:

_____

_____

_____

_____

We request to:

_____ remain in this service category for future City of Pensacola solicitations.

_____ be removed from this service category and remain on the City's solicitation list.

_____ be removed from the City's solicitation list.

Company Name: _____

Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office: (____)_____ Fax: (____)_____

Email: _____

Signature of Officer: _____ Date: _____

FEDERAL CONDITIONS

Required Contract Provisions

1. BREACH OF CONTRACT TERMS *(2 CFR § 200 Appendix II(A))*
   The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

2. TERMINATION FOR CAUSE OR CONVENIENCE*(2 CFR § 200 Appendix II(B))*
   The City may terminate this Contract for cause or for convenience upon thirty (30) days prior written notice.

3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
   Clean Air Act
   Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
   The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
   The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with assistance provided by the federal government.

   Federal Water Pollution Control Act
   The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
   The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
   The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with assistance provided by the federal government.

4. DEBARMENT AND SUSPENSION
   This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's

principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
This certification is a material representation of fact relied upon by City of Pensacola. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Pensacola, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. ACCESS TO RECORDS

The Contractor agrees to provide the City of Pensacola, the federal officials, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
The Contractor agrees to provide the federal government or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
In compliance with the Disaster Recovery Act of 2018, the City of Pensacola and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

7. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR

RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9. EQUAL EMPLOYMENT OPPORTUNITY

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: During the performance of this contract, the contractor agrees as follows:

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

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

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

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

The contractor will comply with all provisions of Executive Order 11246 of

September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

The contractor 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 contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

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

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Pensacola shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may

be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

11. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

a) Competitively within a timeframe providing for compliance with the contract performance schedule;
b) Meeting contract performance requirements; or
c) At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. BYRD ANTI-LOBBYING AMENDMENT.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors 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 who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non- federal entity the attached certification (Appendix A)

ATTACHMENT "C"

DAVIS BACON REQUIREMENTS - 29 CFR 5.5

(1) ***Minimum wages*** —

(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) ***Frequently recurring classifications.***

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(*1*) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(*3*) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(*3*) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) ***Conformance.***

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

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

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

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

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized

representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(v) ***Unfunded plans.*** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(vi) ***Interest.*** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) ***Withholding*** —

(i) ***Withholding requirements.*** The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the

same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) ***Priority to withheld funds.*** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(3) ***Records and certified payrolls*** —

(i) ***Basic record requirements*** —

(A) ***Length of record retention.*** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) ***Information required.*** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona

fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) ***Additional records relating to fringe benefits.*** Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) ***Additional records relating to apprenticeship.*** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) ***Certified payroll requirements*** —

(A) ***Frequency and method of submission.*** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) ***Information required.*** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually

identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) ***Statement of Compliance.*** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(*1*) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

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

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

(D) ***Use of Optional Form WH–347.*** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) ***Signature.*** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) ***Falsification.*** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) ***Length of certified payroll retention.*** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) ***Contracts, subcontracts, and related documents.*** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) ***Required disclosures and access*** —

(A) ***Required record disclosures and access to workers.*** The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) ***Sanctions for non-compliance with records and worker access requirements.*** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) ***Required information disclosures.*** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that

maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) ***Apprentices and equal employment opportunity*** —

(i) ***Apprentices*** —

(A) ***Rate of pay.*** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) ***Fringe benefits.*** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) ***Apprenticeship ratio.*** The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid

not less than the applicable wage rate on the wage determination for the work actually performed.

(D) ***Reciprocity of ratios and wage rates.*** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) ***Equal employment opportunity.*** The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) ***Compliance with Copeland Act requirements.*** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) ***Contract termination: debarment.*** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

(10) ***Certification of eligibility.***

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) ***Anti-retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

(b) ***Contract Work Hours and Safety Standards Act (CWHSSA).*** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by paragraph (a) of this section or 29 CFR 4.6. As used in this paragraph (b), the terms “laborers and mechanics” include watchpersons and guards.

(1) ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such

workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) ***Withholding for unpaid wages and liquidated damages*** —

(i) ***Withholding process.*** The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) ***Priority to withheld funds.*** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(4) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) ***Anti-retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) ***CWHSSA required records clause.*** In addition to the clauses contained in paragraph (b) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by § 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by

authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) ***Incorporation of contract clauses and wage determinations by reference.*** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) ***Incorporation by operation of law.*** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

INSURANCE AND INDEMNIFICATION

GENERAL

Before starting and until termination of work for, or on behalf of the City, the Contractor shall procure and maintain insurance of the types and to the limits specified.

The term CITY as used in this section of the Contract is defined to mean the City itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

The term FDOT as used in this section of the contract is defined to mean the State of Florida Department of Transportation, including the Department's officers and employees.

With regard to the Contractor's obligation for products and completed operations, the Contractor shall be responsible for providing and maintaining insurance and contractual agreements for a minimum period of at least three (3) years subsequent to the City's acceptance of the Product or Completed Operation.

Insurance shall be issued by an insurer whose business reputation; financial stability and claims payment reputation is satisfactory to the City, Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

WORKER'S COMPENSATION

The Contractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations whether legally required or not. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least **$100,000** each person -accident, **$100,000** each person - disease, **$500,000** aggregate - disease. Coverage must be provided for the United States Longshore and Harbor Workers Compensation Act (USL&H)

COMMERCIAL GENERAL, AUTOMOBILE, POLLUTION AND UMBRELLA LIABILITY COVERAGES

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The CITY and FDOT shall be an Additional Insured on all coverages except workers' compensation and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The CITY and FDOT shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of **$1,000,000** per occurrence and **$5,000,000** aggregate, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees to have such

limits of $1,000,000 per occurrence and $5,000,000 aggregate, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, damage from collapse and underground exposures (c, u), and independent contractors. The coverage shall be written on occurrence-type basis.

Marine Liability (Protection and Indemnity) coverage must be provided, including bodily injury and property damage caused by vessel operation. This requirement shall be waived if contractor will access site by land only.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

Contractor's Pollution Liability coverage for bodily injury, property damage, fines, penalties, defense, and clean up must be included. Coverage must include both sudden/accidental and non-sudden/gradual.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that provide that the CITY and FDOT shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The CITY and FDOT shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the CITY, the Contractor shall furnish copies of the Contractor's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the CITY an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the CITY an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the CITY shall file with the CITY and FDOT Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the CITY, the Contractor shall, upon instructions of the CITY, cease all operations under the Contract until directed by the CITY, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521.

A separate certificate of insurance with “Certificate Holder” address should read: Florida Department of Transportation, Office of Comptroller, MS 24, 605 Suwannee Street, Tallahassee, FL 32399-0405.

INSURANCE OF THE CONTRACTOR PRIMARY

The Contractor required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Contractor's coverage. The Contractor's policies of coverage will be considered primary as relates to all provisions of the contract.

LOSS CONTROL AND SAFETY

The Contractor shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be deemed to be an agent of the CITY and FDOT. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Contractor shall indemnify and hold harmless the CITY and FDOT, their officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract. The Contractor’s obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The Contractor agrees to pay on behalf of the CITY and FDOT, as well as provide a legal defense for the CITY and FDOT, both of which will be done only if and when requested by the CITY or FDOT, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the CiTY and FDOT shall be in addition to any and all other legal remedies available to the CITY and FDOT and shall not be considered to be the CITY’s and FDOT 's exclusive remedy.

M/WBE, SBE, VBE

Minority/Women Business Enterprise: The Pensacola City Council has adopted a Minority/Women Business Enterprise Ordinance #04-15. This ordinance encourages participation of minority and woman-owned business in the City procurement process. Minority or Woman-Owned Business Enterprise (M/WBE) is defined as:

- a business located in the Pensacola Regional Area (Escambia, Okaloosa, Santa Rosa, Walton Counties, and Mobile, AL.)
- which is at least 51 percent owned by one or more minority/woman individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership is by one or more minority/woman individuals who are U.S. citizens or legal resident aliens,
- and for which both management and daily business operations are controlled by one or more minority/woman individuals.

Small Business Enterprise: The Pensacola City Council has adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Small Business Enterprise (SBE) is defined as:

- an independently owned and operated business concern located in Escambia or Santa Rosa County,
- which employs 50 or fewer permanent full-time employees,
- and which has a net worth of not more than $1,000,000. As applicable to sole proprietorships, the $1,000,000 net worth shall include both personal and business investments.

Veteran Business Enterprise: The Pensacola City Council has adopted a Veteran Business Enterprise Ordinance #09-15 providing a “preference” for veteran-owned businesses that have been:

- certified by the State of Florida, through the Department of Management Services, and;
- which are located in Escambia or Santa Rosa County.

The impact of the ordinance is that proposals or quotes received by certified veteran-owned businesses will be given a preference for award, if their bid or quote is within certain percentages of the lowest responsible bid submitted by a non-veteran business. If the lowest and most responsible bid or quote is submitted by a certified veteran-owned business or a certified woman-owned or minority firm, then the preference shall not apply. In addition to bids and quotes, Requests for Proposals (RFPs) or Requests for Qualifications (RFQs), will provide two (2) percentage points in proposal scoring for proposals received by a certified veteran.

If your company meets the criteria of a Minority/Women Business Enterprise, Small Business Enterprise or Veteran Business Enterprise as defined above, please include this information in your response.

PURCHASING GENERAL CONDITIONS

To ensure acceptance, all bidders submitting bids to the City of Pensacola shall be governed by the following conditions, attached specifications, and bid form(s) unless otherwise specified. Bids not submitted on the bid form(s) provided shall be rejected, and bids not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Approved Equivalents or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).

2. **Award of Bids:** Recommendations for award of bids are made to the Mayor or City Council based on the lowest and best responsible bidder meeting all conditions and requirements of the specifications.

3. **Bid Bond: The particular item(s) or service(s) outlined within the attached specifications require(s) that a certified check, cashier's check, or insurance company's executed bond made payable to the City of Pensacola accompany your proposal as specified in the Invitation to Bid. To ensure its prompt return, please include the company's name and return address on the face of your good faith check or draft.** Checks or drafts accepted as good faith deposits will be retained within the City's Finance Department until award and execution of contract is complete, or until a purchase order is issued to the successful proposer. Any proposer withdrawing his proposal after the proposal opening forfeits the right of return of his good faith deposit.

4. **Bid Withdrawal:** No bid may be withdrawn after closing time for receipt of bids for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by Mayor or City Council.

5. **Delivery:** Bid quotations shall include all freight costs to Pensacola, Florida to a point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) or service(s) ordered nor any risk of loss shall be passed to the City of Pensacola until after receipt of delivery has been acknowledged by an authorized representative of the City of Pensacola.

6. **Discounts:** Terms offering a discount for prompt payment will be considered in

determining the low bid. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Pensacola or (2) a correct invoice and other required documents have been received, whichever is later. Discounts offered for a period of less than thirty (30) days will not be considered in determining low bid.

7. **E-Verify System (Mandatory):** In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

8. **Exceptions to Specifications:** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that consideration be given in evaluating bids, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor is the final authority in determining the acceptability of any exceptions to specifications.

9. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.

10. **Identical Tie Bids:** In the event that two or more bids are identical in price, preference shall be given to business with Drug-Free Workplace Programs. A Drug-Free Workplace Certificate is enclosed.

11. **Intent of Specifications:** It is the intent of the specifications attached hereto to set forth and describe a certain item(s) or service(s) to be purchased by the City of Pensacola including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).

12. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Invitation to Bid Page. Inquiries must reference the bid item(s) or service(s) and the date of the bid submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.

13. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all bids received in response to these specifications, and shall govern any and all claims between person(s) submitting a bid response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the bidder concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect

thereof. The Bidder agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

14. **Licenses, Registration and Certificates:** Each bidder shall possess at the time of submitting its bid all licenses, registration and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Bidder must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded bidder shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).

15. **Mistakes:** Bidders are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) or service(s) involved. Failure to do so will be at the bidder's risk. Unit prices bid will govern in award.

16. **Payment of Invoices:** The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s)s received on or after the 4th will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.

17. **Permits and Taxes:** The bidder shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Bidders who use public roads of the City of Pensacola, Florida for transport of goods of any kind which said goods were transported from a point without the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a "Use of Streets" permit for a fee not in excess of the license paid for by local licensees engaged in the same business.

18. **Pre-Bid Meetings:** If a bid requires a mandatory pre-bid meeting, any representative of a firm wishing to submit a bid must sign in with the name of the bidding firm.

19. **Prohibited Conduct by Bidders:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with the Mayor, any member of Pensacola City Council or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the

solicitation.

20. **Protests:** Protests of the plans, specifications, and other requirements of bids and requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled bid submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of bid or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.

21. **Public Entity Crimes:** By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).

22. **Public Records:** Any material submitted in response to this Invitation to Bid will become a public document pursuant to Florida Statute §119.07. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the bid pursuant to Florida Statute §119.07.

23. **Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

24. **Rejection of Bids:** The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item or service number, to waive any minor bid irregularities, technicalities, or informalities, and to re-advertise for bids when deemed in the best interest of the City of Pensacola.

25. **Sealed Response:** All executed City forms must be submitted. All responses must be signed by an authorized representative of the proposer.
    A. Hardcopy response: In the event more than one submittal deadline is scheduled for the same date and time, do not include responses concerning different sets of specifications within the same envelope. The face of the sealed envelope shall be plainly marked identifying the responder, the bid/RFP/RFQ title and number. It shall be the sole responsibility of the respondent to assure receipt of the submittal at the Purchasing Office prior to the published time for the submittal deadline.
    B. Electronic response: Respondent may submit an electronic submittal to the sites mentioned on page 1. Offers by telephone, fax, or email will **NOT BE ACCEPTED**.

26. **Tax:** The City of Pensacola is exempt from all State and local sales tax.

27. **Unauthorized Aliens:** The City of Pensacola shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

28. **Venue:** Venue for any claim, action or proceeding arising out of this contract shall be Escambia County, Florida.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

CONTRACT BETWEEN CITY OF PENSACOLA AND [xxxCONTRACTORxxx]
BASED UPON REQUEST FOR PROPOSALS #_____

THIS CONTRACT ("Contract") is made this ___ day of _____, 20__, by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and _____, ("Contractor"), a corporation authorized to do business in Florida, located at _____, (the City and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City solicited for Request for Proposals #_____, on _____, 20__ ("RFP"), for _____, as modified by any addendum to the RFP ("Addenda"), all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the "RFP Documents"); and

WHEREAS, in response to the RFP Documents, the Contractor submitted to the City a proposal dated _____, 20__, attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has awarded the Contract to the Contractor; and

WHEREAS, the Parties desire the Contractor to perform as described in the RFP Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable considerations, the Parties agree as follows:

Section 1. Recitals.
The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor's Obligations.
The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable

SAMPLE

federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term of Contract.
Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

Section 4. Payment.
The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of _____ ($_____) to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? (___) Yes (___) No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.
The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.
Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

SAMPLE

Section 8. No Waiver.
No waiver, alterations, consent, or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.
This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.
Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.
Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.
The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.
The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.
The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.
The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 17. Mandatory Use of E-Verify System.
In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of

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Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

Section 18. Federal Required Language
Since the parties anticipate that federal funding will be applied to this Agreement, federal contract clauses contained in Attachment "C" must be complied with, where applicable, in addition to the clauses already mentioned.

Section 19. Historical Discovery During Construction
In the advent that ground-disturbing work uncovers significant archaeological materials, such as stone arrowheads, ceramics, or early building foundations, or if work uncovers human burials or human remains, ground disturbing activities will immediately be stopped within a 300-foot radius and the materials protected. The contractor will work in coordination with the Port of Pensacola Project Compliance Manager to report such findings to the State Historic Preservation Officer and the Choctaw Nation of Oklahoma Historic Preservation Department as soon as possible and will continue to pause all construction activities until such time as these consulting agencies have been given an opportunity to provide input and receiving clearance from Port of Pensacola administration to resume construction.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CONTRACTOR

_____
(Contractor's Name)

By_____
President

_____
(Printed President's Name)

Attest_____
Corporate Secretary

(CORPORATE SEAL)

CITY OF PENSACOLA, FLORIDA

_____
Mayor, D. C. Reeves

Attest: _____
City Clerk, Ericka L. Burnett

Approved as to Substance:

_____
Director, Port of Pensacola

_____
Project Compliance Manager, Port of Pensacola

Legal in form and execution:

_____
City Attorney

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Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

A. Keep and maintain public records required by the City to perform the service.

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

C. 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 the completion of the Contract if Contractor does not transfer the records to the City.

D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF 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 PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Revised 1/12/2021

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Attachment "B"
PAYMENT SCHEDULE

1. Compensation of Consultant/Vendor/Contractor will be based on (check the appropriate method):
   - ☐ Lump Sum/Flat Fee
   - ☐ Hourly Rate(s)
   - ☐ Other: _____

2. Compensation of Consultant/Vendor/Contractor as described in #1 above will be as follows (attach an additional page if necessary):
   - ☐ Lump Sum/Flat Fee: _____
   - ☐ Hourly Rate(s) are: _____
   - ☐ Other: _____

3. Costs to be reimbursed by the City include (list reimbursable costs or attach reimbursable cost schedule):

   _____
   _____
   _____
   _____

4. Invoice(s) of Consultant/Vendor/Contractor will be paid as follows (check the appropriate method):
   - ☐ One-time, lump sum at the end of the work/project
   - ☐ After submission of monthly or periodic invoices
   - ☐ Other: _____

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ATTACHMENT "C"

FEDERAL CONDITIONS

Required Contract Provisions

1. BREACH OF CONTRACT TERMS *(2 CFR § 200 Appendix II(A))*
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

2. TERMINATION FOR CAUSE OR CONVENIENCE*(2 CFR § 200 Appendix II(B))*
The City may terminate this Contract for cause or for convenience upon thirty (30) days prior written notice.

3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
Clean Air Act
Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with assistance provided by the federal government.

Federal Water Pollution Control Act
The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with assistance provided by the federal government.

4. DEBARMENT AND SUSPENSION
This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's

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principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier-covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Pensacola. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Pensacola, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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

5. ACCESS TO RECORDS

The Contractor agrees to provide the City of Pensacola, the federal officials, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the federal government or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City of Pensacola and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

7. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR

SAMPLE

RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9. EQUAL EMPLOYMENT OPPORTUNITY

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: During the performance of this contract, the contractor agrees as follows:

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

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

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

The contractor will comply with all provisions of Executive Order 11246 of

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September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

The contractor 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 contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

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

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Pensacola shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety

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Standards Act, which is held by the same prime contractor, such sums may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

11. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

a) Competitively within a timeframe providing compliance with the contract performance schedule;
b) Meeting contract performance requirements; or
c) At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. BYRD ANTI-LOBBYING AMENDMENT.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply for 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 who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the attached certification (Appendix A).

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13. HUD SECTION 3

Contractors and Subcontractors shall abide by all the following:

a) The work to be performed under this contract is subject to the requirements of Section 2 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low- income persons, particularly persons who are recipients of HUD assistance for housing.
b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
c) The contractor agrees to send to each labor organization to representative of workers with which the contractor has a collective bargaining agreement or other understanding. If any, a notice advising the labor organization or workers' representative of the contractor's commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
d) The contractor agrees to include this Section 3 Clause in every subcontract subject to comply with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 25.
e) The contractor will certify that any vacant employment positions, including training positions, that re filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
f) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, terminations of contract for default, and debarment or suspension from future HUD assisted contracts.

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g) With respect to work performed in connection to Section 3 covered Indian housing assistance, section 3 of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under the contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given of Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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ATTACHMENT "C"
DAVIS BACON REQUIREMENTS - 29 CFR 5.5

(1) ***Minimum wages*** —

(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) ***Frequently recurring classifications.***

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(*1*) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(*3*) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(*3*) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) ***Conformance.***

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

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

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

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

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all

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interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker, or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(v) ***Unfunded plans.*** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(vi) ***Interest.*** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) ***Withholding*** —

(i) ***Withholding requirements.*** The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the

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same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) ***Priority to withheld funds.*** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs.

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(3) ***Records and certified payrolls*** —

(i) ***Basic record requirements*** —

(A) ***Length of record retention.*** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

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(B) ***Information required.*** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) ***Additional records relating to fringe benefits.*** Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) ***Additional records relating to apprenticeship.*** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) ***Certified payroll requirements*** —

(A) ***Frequency and method of submission.*** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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(B) ***Information required.*** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) ***Statement of Compliance.*** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(*1*) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

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

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

(D) ***Use of Optional Form WH–347.*** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

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(E) ***Signature.*** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) ***Falsification.*** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) ***Length of certified payroll retention.*** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) ***Contracts, subcontracts, and related documents.*** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) ***Required disclosures and access*** —

(A) ***Required record disclosures and access to workers.*** The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) ***Sanctions for non-compliance with records and worker access requirements.*** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records.

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WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) ***Required information disclosures.*** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) ***Apprentices and equal employment opportunity*** —

(i) ***Apprentices*** —

(A) ***Rate of pay.*** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) ***Fringe benefits.*** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

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(C) ***Apprenticeship ratio.*** The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) ***Reciprocity of ratios and wage rates.*** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) ***Equal employment opportunity.*** The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) ***Compliance with Copeland Act requirements.*** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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(7) ***Contract termination: debarment.*** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

(10) ***Certification of eligibility.***

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) ***Anti-retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

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(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

(b) ***Contract Work Hours and Safety Standards Act (CWHSSA).*** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by paragraph (a) of this section or 29 CFR 4.6. As used in this paragraph (b), the terms "laborers and mechanics" include watchpersons and guards.

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

(2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) ***Withholding for unpaid wages and liquidated damages*** —

(i) ***Withholding process.*** The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including

interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) ***Priority to withheld funds.*** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(4) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) ***Anti-retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

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(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing any proceeding to be initiated, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) ***CWHSSA required records clause.*** In addition to the clauses contained in paragraph (b) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by § 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) ***Incorporation of contract clauses and wage determinations by reference.*** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) ***Incorporation by operation of law.*** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where

the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

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APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ _____

Signature of Contractor's Authorized Official Date

_____

Name and Title of Contractor's Authorized Official

SAMPLE

EXHIBIT A

RFP DOCUMENTS

SAMPLE

PUBLIC CONSTRUCTION BOND

STATE OF FLORIDA
COUNTY OF _____

BY THIS BOND, WE: _____, as Principal and _____ a corporation, as Surety, are bound to **City of Pensacola**, herein called Owner, in the sum of $_____ for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20____, between Principal and Owner for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provision in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

	PRINCIPAL	**SURETY**	**OWNER**
Name	_____	_____	City of Pensacola
Bus. Addr.	_____	_____	P. O. Box 12910 Pensacola, FL 32521
Tel. #	_____	_____	(850) XXX-XXXX

SAMPLE

IN WITNESS WHEREOF, the said

_____, as Principal herein has caused these presents to be signed in triplicate in its name, by its _____ under its corporate seal, and the said _____ as surety herein, has caused these presents to be signed in triplicate in its name by its _____ under the corporate seal, this _____day of_____, 20____A.D.

ATTEST:

_____ _____

(Print) Principal

_____ By _____

Signature (Print)

_____

ATTEST: (Title)

_____ _____

(Print) Signature

_____

Signature

Surety

By _____

(Print)

_____

(Title)

_____

Signature

SAMPLE

Issued for Bid

GENERAL CONDITIONS

PORT OF PENSACOLA
PAVING & RAIL REHABILITATION PROJECT

Bid No. 26-001

Prepared by

HDR Engineering, Inc.

October 2025

GENERAL CONDITIONS
SECTION 1
DEFINITIONS

1.0 DEFINITIONS

Whenever in any of the Contract Documents the following terms are used, the intent and meaning shall be defined as follows:

1.1 CONTRACT

The agreement executed by the Owner and the Contractor, of which these General Conditions form a part.

1.2 OWNER

The City of Pensacola, the party of the first part of the Contract.

1.3 CONTRACTOR

A person, firm or corporation with whom a Contract has been made directly or through accredited representatives that may have entered into a Contract with the City of Pensacola, and who is liable for the acceptable performance of all legal debts pertaining to the work, the party of the second part of the Contract.

1.4 ENGINEER

The authorized representative of the Owner employed to provide engineering supervision, and/or inspection of the work performed by the Contractor and where the term "Owner" is used in connection with the interpretation of the drawings and specifications, or in connection with the enforcement of the provisions of same, the Engineer, as the Owner's representative, shall have authority to act.

1.5 SUBCONTRACTOR

A person, firm, or corporation to whom the Contractor sublets any part of the Contract.

1.6 INSPECTOR

The authorized representative of the Engineer, assigned to make all necessary inspections of the materials furnished for the work and of the work performed by the Contractor.

1.7 CONTRACT DOCUMENTS

The Contract Documents are composed of the Invitation to Quote, Instruction to Quoters, Form of Proposal, Form of Contract, General Conditions, Project Specifications, and Drawing(s) if applicable.

GENERAL CONDITIONS
SECTION 2
EXECUTION OF CONTRACT

2.0 ASSIGNMENT

The contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the City of Pensacola. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

2.1 PRECONSTRUCTION CONFERENCE

Within ten (10) days after execution of the Agreement, the Contractor will submit to the City Engineer for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the work and a schedule of shop drawing submissions.

Before starting the work, a conference will be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing applications for payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the Engineer of Record and/or his representatives, and the Contractor and/or his representatives and any others deemed necessary by the City of Pensacola.

2.2 TERMINATION OF CONVENIENCE

A contract may be terminated in whole or in part by the City of Pensacola at any time and for any reason in accordance with this clause whenever the City of Pensacola shall determine that such termination is in the best interest of the City of Pensacola. Any such termination shall be effected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

GENERAL CONDITIONS
SECTION 3
CONTRACTOR

3.0 LICENSES, PERMITS, CONSTRUCTION, AND EMPLOYMENT PRACTICES

All contractors shall secure all licenses and permits and comply with all laws, regulations and building and construction codes as required by the State, City and County in which the project is to be constructed, also with all regulations for the protection of workers and in respect to wages and hours which may be promulgated by the State and Federal Government.

3.1 QUALIFICATIONS FOR EMPLOYMENT

Preference shall be given to qualified local residents in the employment of laborers and mechanics for work on the project under this contract. No person shall be employed in violation of the State or the National labor laws. No person under the age of sixteen (16) years shall be employed on the project under the contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the project under this contract; provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. Contractor agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age, or disability. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mental defectives shall be employed on the project under this contract.

3.2 CHARACTER OF WORKMEN AND EQUIPMENT

The Contractor shall employ such superintendents, foremen and workmen as are careful and competent. Whenever the Engineer shall determine that any person employed by the Contractor is, in his opinion, incompetent, unfaithful, disorderly or insubordinate, such person shall, upon notice, be discharged from the work and shall not again be employed on it except with the written consent of the Engineer.

Should the Contractor fail to remove such person or persons or fail to furnish suitable or sufficient machinery, equipment or force for the proper prosecution of the work, the Engineer may withhold all estimates which are, or may become due, or may suspend the work until such orders are complied with.

The equipment used on any portion of the work shall be such that no injury to adjacent property, or to streets or highways, will result from its use; equipment shall be modern, in good condition and adequate in size to perform the work in satisfactory time intervals.

3.3 USE OF PREMISES

The Contractor shall confine his apparatus, storage of materials, and construction operations to such limits as may be directed by the Owner and shall not unreasonably encumber the premises with his materials.

The Contractor shall not load or permit any part of any structure to be loaded to such an extent as to endanger its safety.

The Contractor shall enforce any instructions of the Owner regarding signs, advertising, fires, danger signals, barricades, and smoking and shall require all persons employed on the work to comply with all building, post or institutional regulations while on the premises.

3.4 MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence and temporary construction of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner.

3.5 WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens, or charges, and further agrees that neither he nor any person, firm or corporation furnishing any materials or labor for any work covered by this contract shall have any right to a lien upon the premises or any improvements or appurtenances thereon, provided that this shall not preclude any contractor from installing metering devices and other equipment of utility companies or of municipalities, the title to which is commonly retained by the utility company or the City. In the event of the installation of such metering device or equipment, the Contractor shall advise the Owner as to the owner thereof. Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due to the Contractor in the hands of the Owner. The provisions of this section shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

3.6 PAYMENTS BY CONTRACTOR

The Contractor shall pay:

1. For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered.
2. For all materials, tools, and other expendable equipment to the extent of ninety (90) percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used.
3. To each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amount allowed the Contractor on account of the work performed by his subcontractors, to the extent of each subcontractor's interest therein.

3.7 SUBCONTRACTING

The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractors, which statement shall contain such information as the Owner may require.

3.8 REMOVAL AND DISPOSAL OF OBSTRUCTIONS

1. All fences, buildings, or other obstructions upon or within the limits of the work area, shall be removed by the Contractor and carefully placed on the abutting property or otherwise disposed of, if and as required. The cost of removing any existing structure shall be included in the price bid for the construction of new structures.
2. Any artifacts or items of historical value that are discovered in the work area are the property of the City of Pensacola and shall be removed as directed by the Engineer. The Contractor shall take care not to damage said items if at all possible.

3.9 INVESTIGATION, UTILITIES, AND DIFFERING SITE CONDITIONS

1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work taking into specific account the Project site and the general and local conditions related thereto, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and

seasons; physical conditions at the work-site and the Project area as a whole, topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions, equipment and facilities needed preliminary to and during performance of the Work, and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 4 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

3. During the Work, the Contractor shall immediately upon the discovery of, and, before such conditions are disturbed, notify the City in writing of: (a) subsurface or latent physical conditions at the site differing materially from those indicated in the Plans and Specifications or other City-furnished information, or (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement If, however, a differing or unknown site condition requires immediate action by the Contractor to protect Work in progress from significant damage or to protect the health or safety of persons, the Contractor shall as soon as possible under the circumstances, and before such conditions are disturbed, if reasonably possible, provide the written notice specified herein. The City will promptly investigate the conditions, and if such conditions materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, whether or not changed as a result of such conditions, the construction completion dates shall be equitably adjusted by Change Order upon timely and proper request for Change Order in accordance with Section 5.

4. No claim by the Contractor under this Section will be allowed unless the Contractor has given the notices required in Section 5. If the City is not given written notice before the conditions are disturbed, or in accordance with the Section 5 for later notice in the case of a condition requiring immediate emergency action to protect the Work in progress or the health or safety of persons, the Contractor will be deemed to have waived its right to assert a claim for additional compensation and time arising out of such conditions.

GENERAL CONDITIONS
SECTION 4
CONTROL OF WORK

4.1 ENGINEER AS REFEREE

It is agreed by the parties hereto that the Engineer of Record shall decide all questions which may arise relative to the interpretation of the plans, specifications, and other contract documents pertaining to the character, quality, amount and value of any work done, and the materials furnished under or by reason of this Contract. His estimates and decisions upon all such claims and questions shall be final and conclusive upon the parties thereto.

4.2 DRAWINGS

1. The general character and scope of the work are illustrated by the drawings accompanying the Contract Documents. Where necessary, the approved plans will be supplemented by the Engineer with such full scale details, sketches, etc., as are necessary to adequately control the work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved plans shall be in writing.
   The Contractor shall furnish such detailed plans as may be required for the prosecution of the work and are not included in the plans furnished by the Consultant They shall include shop details, erection plans, masonry layout diagrams and bending diagrams for reinforcing steel, approval of which by the Engineer must be obtained before any work involving these plans shall be performed. Plans for cribs, cofferdams, false work, centering and form work may also be required and such cases shall be likewise subject to approval unless approval is waived by the Engineer.
   It is expressly understood, however, that approval by the Consultant of the Contractor's working drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details or of mutual agreement of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his working drawings with the approved plans and specifications. The Contractor shall not attempt to construct the parts of the work for which such detail drawings are required until he has received them.
   The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.
2. Where the word "similar" occurs on the drawings, it shall be interpreted in its general sense and not as meaning identical and all details shall be worked out in relation to their location and their connection to other parts of the work.

3. Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work, unless otherwise indicated.

4.3 SHOP DRAWINGS

1. The Contractor shall submit for approval of the Engineer of Record, copies of all shop and setting drawings and schedules required for the work and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given. Copies of these drawings and schedules shall be furnished in such number as the Engineer may direct.
2. The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking; and no claim by the Contractor for delays, arising from his failure in this respect, shall be allowed.
3. All shop drawings submitted must bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval shall not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the Contract documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor shall not be relieved of the responsibility for executing the work in accordance with the Contract Documents even though such shop drawings have been approved.
4. Where a shop drawing as submitted by the Contractor indicates a departure from the contract which the Consultant deems to be a minor adjustment in the interest of the City and which does not involve a change in the Contract price or extension of time, the Engineer of Record will approve the drawing.
5. The approval by the Engineer of Record of shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract, nor shall it relieve him of the responsibility for any error that may exist.

4.4 INTENT OF CONTRACT DOCUMENTS

1. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by the Contractor whether or

not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to the City in writing and before proceeding with the Work affected thereby and shall obtain a written interpretation or clarification from the City. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
3. Drawings are intended to show general arrangements, design, and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications, or of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the City.

4.5 COORDINATION OF PLANS AND SPECIFICATIONS

The specifications, plans, and all supplementary documents are essential parts of the contract. Any requirement occurring in one is as binding as though occurring in all. Items shown on the plans and not shown on the specifications and items noted in the specifications but not shown on the plans are to be considered as shown on the plans and noted in the specifications. Any errors or omissions as to standards of work in the specifications or on the plans shall not relieve the Contractor of the obligation to furnish a strictly first-class job in strict accord with best practice to be found in structures or work of a similar nature.

4.6 FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work for and the coordination of the operation of all trades, subcontractors, or suppliers engaged in the work. He shall be prepared to guarantee to each of his subcontractors the dimensions which they may require for the fitting of their work to all surrounding work and shall do, or cause his agents to do, all cutting, fitting, adjusting, and patching necessary to make the several parts of the work come together properly and to fit the work to receive or be received by that of other contractors.

4.7 OTHER WORK

1. City may perform other work related to the Project at the site by the City's own forces, have other work performed by utility owners or let other direct contracts to other contractors. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the City and Architect/Engineer within forty-eight (48) hours of being notified of the other work If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount
2. Contractor shall afford each utility owner and other contractor (or City, if City is performing the additional work with City's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the City and the others whose work will be affected.
3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or City), Contractor shall inspect and promptly report to the City in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

4.8 CONSTRUCTION STAKING AND PROJECT LAYOUT

1. City shall provide initial vertical and horizontal (h/v) control information for the project, in the form of surveyed benchmarks, at designated coordinate locations as specifically indicated on the plans. The Contractor shall be responsible for the protection and preservation of all benchmarks throughout the duration of the project. The Contractor shall be responsible for all initial, intermediate, and finish h/v layout and staking necessary for the completion of construction. This shall include, but not be limited to, the establishment of finished layout and/or grade points/elevations of intersections, curb islands and drainage structures, etc., based upon the initial h/v control information provided by the City. Replacement of damaged/removed benchmarks by the City shall be handled by the Contractor and done at the Contractor’s expense.

2. Should the Contractor, in the course of work, find that the points, grades, and dimensions which are shown upon the plans are not conformable to the physical conditions of the locality at the proposed project site, he shall immediately inform the City of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and dimensions which are shown on the plans. Should the Contractor, in the course of work, discover/determine that any surveyed benchmark information provided by the City (or other entity) is inconsistent with the plans or has been incorrectly established, he shall notify the City immediately. No claim shall be made by the Contractor against the City for compensation or damages by reasons for failure of the City to represent upon said plans, points, grades and dimensions conformable to the actual physical conditions of the locality of the proposed work.

4.9 INSPECTION

The City and its authorized representatives and agents shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

4.10 INSPECTION FACILITIES

The Contractor shall provide and shall maintain, unless otherwise specified, suitable, and adequate facilities at the site of the project for the use of those representatives or agents of the City assigned to the project until the completion of this Contract.

4.11 INSPECTION AND TESTING OF MATERIALS

Unless otherwise specifically provided for in the specifications, the inspection and testing of materials and finished articles to be incorporated in the work at the site shall be made by bureaus, laboratories or agencies approved by the City. The Contractor shall furnish evidence satisfactory to the City that the materials and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the work. Testing of all materials shall be paid for by the City. Retesting required because of failure to comply with the specifications shall be paid for by the Contractor.

4.12 "OR EQUAL" CLAUSE

Specified reference in the specifications to any article, device, product, material, fixtures, form, or type of construction, etc., by name, make, or catalogue number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor, in such cases, may at his option use any article, device, product, material, fixture, form, or type of construction which, in the judgment of the City, expressed in writing, is equal to that named.

4.13 TEMPORARY SUSPENSION OF WORK

The Engineer/City shall have the authority to suspend the work wholly or in part for such period or periods as may be deemed necessary, due to unsuitable weather, or such other conditions as considered unfavorable for the suitable prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or to perform any or all provisions of the Contract.

4.14 SUSPENSION OF WORK

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed for the Contractor, or any of his property, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should refuse or fail to make prompt payment to persons supplying labor or materials for the work under the contract, or persistently disregard instructions of the Consultant or fail to observe or perform any provisions of the contract documents, or otherwise be guilty of a substantial violation of any provisions of the contract documents, then the City may, by at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City in the premises, terminate the Contractor's right to proceed with the work. In such event, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any excess cost occasioned to the City thereby; and, in such case, the City may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract documents.

4.15 DELAYS – DAMAGES

1. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Form of Proposal, or any extension thereof, or fails to complete said work within such time, the City may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any excess cost occasioned the City thereby. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. If the City does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the actual damage for the delay will be impossible to determine and, in lieu thereof, the Contractor shall pay to the City as fixed, agreed, delay penalties for each calendar day of delay until the work is completed or accepted, the amount as set forth in the Form of Proposal,

and the Contractor and sureties shall be liable for the amount thereof. Provided, that the right of the Contractor to proceed shall not be terminated nor the Contractor charged with delay penalties because of any delays in the completion of the work due to unforeseeable causes beyond the Contractor's control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, if the Contractor shall within ten (10) days from the beginning of any such delay (unless the City shall grant a further period of time prior to the date of final settlement of the contract) notify the City in writing of the causes of delay, who shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal, within thirty (30) days, by the Contractor to the City, whose decision on such appeal as to the facts of the delay and the extension of time for completing the work shall be final and conclusive on the parties hereto.

2. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work from any cause whatever, including those for which the City may be responsible, in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from City. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the City will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.
3. Where actual damages for any delay in completion contemplated by this section are impossible to determine by reason of the City's election under said sections not to terminate the right of the Contractor to proceed, the Contractor and his sureties shall be liable for and shall pay to the City, as set forth in the form of Proposal, agreed and delay penalties for each calendar day of such delay until the work is completed or accepted. Provided, that the City may accept the work if there has been such a degree of completion as will, in its opinion, make the project reasonably safe, fit, and convenient for the use and accommodation for which it was intended. In such case, the Contractor shall not be charged with delay penalties, but the City may assess damages caused by such delay.

4.16 TIME FOR COMPLETION

The work shall be commenced at the time stated in the notice to the Contractor to proceed and shall be completed in the number of consecutive calendar days stated in the Form of Proposal.

GENERAL CONDITIONS
SECTION 5
PROTECTION OF PERSONS AND PROPERTY

5.0 LAWS

The Contractor shall comply with all federal, state, county, and city laws, ordinances, or regulations controlling the action or operation of those engaged upon the work, or affecting material used, and govern himself in accordance with them. He shall indemnify and save harmless the Owner and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders, or decrees, whether by himself or his employees.

5.1 FURNISHING RIGHT OF WAY

All necessary right of way for the proper completion of the work will be secured by the Owner without cost to the Contractor.

5.2 SANITARY PROVISIONS

The Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of the State or Local Board of Health. He shall commit no public nuisance.

5.3 PUBLIC CONVENIENCE AND SAFETY

No street or roadway shall be closed, except when and where directed by the City Engineer, and whenever the street or roadway is not closed, the work must be so conducted that there shall at all times be a safe passageway for traffic. Whenever it is necessary to divert traffic from any part of the street or roadway actually under construction, the Contractor shall provide and maintain a passable driveway as directed by the Engineer.

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs, provide a sufficient number of watchmen, and take all necessary precautions for the protection of the work and safety of the public. Streets or highways closed to traffic shall be protected by effective barricades on which acceptable warning signs shall be placed. The Contractor shall provide and maintain acceptable warning and detour signs at all closures, intersections and along the detour routes, directing the traffic around the closed portion or portions of the work so that the acceptable warning and detour signs at all closures, intersections and along the detour routes, directing the traffic around the closed portion or portions of the work so that the temporary detour route or routes shall be indicated clearly throughout its entire length. All barricades and obstructions shall be illuminated at night and all lights shall be kept burning from sunset until sunrise. Barricades shall be well built and so designed so as not to be blown over by the wind.

Fire hydrants on or adjacent to the premises on streets where construction is in progress shall be kept accessible to the fire apparatus at all times and no material or obstruction shall be placed within ten (10) feet of any such hydrant. Adjacent premises must be given access as far as practicable and obstruction of gutters and ditches will not be permitted. Material stored along the street or roadway must be placed so as to cause as little obstruction to the public as possible.

5.4 PRESERVATION OF PROPERTY

The Contractor shall preserve from damage all property along the line of the work, the removal or destruction of which is not called for by the plans. This applies to public utilities, trees, monuments, fences, pipe, and underground structures, etc., and whenever such property is damaged due to the activities of the Contractors, it shall be immediately restored to its original condition by the Contractor at his own expense.

In case of failure on the part of the Contractor to restore such property or make good such damage or injury, the Owner may, upon forty-eight (48) hours' notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the Contractor from receiving property compensation for the removal, damage, or replacement of any public or private property, not shown on the plans, when same is made necessary by alteration of grade or alignment, and such work is authorized by the Owner, provided that such property has not been damaged through fault of the Contractor, his employees, or agents.

GENERAL CONDITIONS
SECTION 6
PAYMENT

6.0 SCOPE OF PAYMENTS

It is understood and agreed that the Contractor shall receive and accept the prices and rates, as herein specified, in full payment for furnishing all materials, labor, equipment and tools, and for performing all the work contemplated and embraced in the attached specifications and proposal; and also, for all loss or damage arising out of the nature of the work aforesaid, or from action of the elements or from any foreseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance, as hereinafter provided for; and also, for all risks of every description and all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein provided for, or for any infringement of patent, trademark, or copyright, and for the completion of the work in accordance with the plans specifications and contract.

6.1 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until acceptance of the work by the City, it shall be under the charge and care of the Contractor and he shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

6.2 PAYMENT AND COMPENSATION FOR ALTERED QUANTITIES

When alterations in plans or quantities of work as herein provided for are ordered and performed, the Contractor shall accept payment in full at the contract unit price for the actual quantities or work done.

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered in writing by the City and the price stated in such work order.

6.3 CHANGES IN WORK

A. The City may at any time, by written order and without notice to the sureties, make changes in the drawings and specifications of this contract and within the general scope thereof. In making any change the charge or credit for the change shall be approximately determined by the City in one of the following methods prior to the issuance of the order for the changed work:

   1. The order shall fix the total lump sum value of the change in the work of the Contractor, and shall set out the price which shall be added to or deducted from the contract price (which price shall include the Contractor's overhead and profit.) On any change which involves a net credit to the City, no allowance for overhead and profit shall be figured.

2. By estimating the number of unit quantities of each part of the work which is changed and then multiplying the estimated number of such unit quantities by the price (which price shall include the Contractor's overhead and profit) for a unit quantity thereof.
3. By ordering the Contractor to proceed with the work and to keep and present, in such form as the City may direct, a correct account of the cost of the change together with all vouchers therefor.

(Cost applicable to 1, 2, and 3 above may include an allowance for overhead and profit not to exceed 15% of the net cost. The cost may also include all items of labor or materials, the use of power tools and equipment actually used, power and all items of cost such as public liability and workmen's compensation insurance, pro rate charges for foremen, also social security, old age and unemployment insurance; however, no percentage for overhead and profit shall be allowed on items of social security, old age and unemployment insurance. If deductions are ordered, the credits shall be the net cost. Among the items considered as overhead are included insurance other than mentioned above, bond, or bonds, superintendent, timekeeper, clerks, watchmen, use of small tools, incidental job burdens and general office expense.)

B. The Contractor shall, when required by the City, furnish to the City an itemized breakdown of the quantities and prices used for computing the value of any change that might be ordered.
C. In figuring changes, instructions for measurement of quantities set forth in the specifications shall be followed.
D. Should the Contractor encounter, or the City discover, during the progress of the work, sub-surface or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of character provided for in the drawings and specifications, the attention of the City shall be called immediately to such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions, and if he finds that they do so materially differ, the Contract shall, with the written approval of the City, be modified to provide for any increase or decrease of cost or difference in time resulting from such conditions.

6.4 CLAIMS AND DISPUTES

A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between City and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

Claims by the Contractor shall be made in writing to the City within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim Written supporting data shall be submitted to the City within fifteen (15) calendar days after the occurrence of the event, unless the City grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim All claims shall be priced in accordance with the provisions of Subsection 6.3.

The Contractor shall proceed diligently with its performance as directed by the City, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the City in writing. The City shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

6.5 OMITTED ITEMS

The City shall have the right to cancel the portions of the Contract relating to the construction of any time therein by the payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of work by order of the City.

6.6 DEDUCTIONS FOR UNCORRECTED WORK

If the City deems it inexpedient to require the Contractor to correct the work injured or not performed in accordance with the Contract documents, an equitable deduction from the contract price shall be made by agreement between the City and Contractor.

6.7 CONTRACT TIME AND DELAY PENALTIES

Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed from the City. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide forty-eight (48) hours' notice prior to beginning the Work.

The Work shall be fully/finally completed and deemed ready by the City for final completion within the allotted calendar days from the Commencement Date. The Contract Time shall be the time period from the Commencement Date to the date of Final Completion ("Contract Time")

As the project approaches final completion, the City shall compile a "punch list" of any remaining exceptions to final/full completion of the project. The Project shall be deemed to be fully/finally completed by the City on the date that the City certifies in writing that the construction of it, or specified part thereof, is completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended, and all punch list items have been completed to the satisfaction of the City.

6.8 ACCEPTANCE AND FINAL PAYMENT

Whenever the improvement provided for under this Contract shall have been completely performed on the part of the Contractor, and all parts of the work have been approved by the City, according to the Contract, the City shall within ten (10) days unless otherwise provided, make the final inspection and a final estimate showing the value of the work as soon as the necessary measurements and computations can be made. All prior certificates or estimates upon which payments have been made are approximate only, subject to correction in the final payment. The amount of this estimate, less any sums that may have been deducted or retained upon the provision of this contract, will be paid to the Contractor within thirty (30) days after the final estimate has been approved by the City, provided that the Contractor has properly maintained the project as hereinafter specified, and provided he has furnished to the party of the first part a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the work done under this contract.

The Contractor agrees that the payment of all just claims for materials, against him, or any subcontractor in connection with this contract, and his bond will not be released by final acceptance and payment by the City unless all such claims are paid or released.

6.9 GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use or occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

6.10 TERMINATION OF CONTRACTOR'S RESPONSIBILITY

This Contract will be considered complete when all work has been completed and the final inspection made, the work accepted by the City and the final estimate paid. The Contractor will then be released from further obligation except as set forth in Section 6.7 of these General Conditions and the requirement to maintain products and completed operations coverage as contained herein.

6.11 INVOICE SUBMITTAL

The City of Pensacola will accept only one request for partial payment per month. Applications for partial payments must reference subject project, note the City's purchase order number, coincide with the City's percentage of work completed, and be certified by the City Engineer's office before the partial request for payment will be processed. Unless otherwise modified in the contract documents, retainage shall be ten (10) percent until final payment.

The City of Pensacola normally issues checks for payment of invoices on the 10th of each month. The signed and correct Pay Request must have been received by the Engineering Division by the 25th of the prior month or as otherwise requested. Pay requests received after the 25th will be processed by the 10th of the subsequent following month. Each Pay Request shall be accompanied by a (1) Lien Release and Affidavit from each subcontractor and each supplier showing that all materials, labor, equipment and other bills associated with that portion of the work payment is being requested on have been paid in full, and (2) an updated construction project schedule. The City shall not be required to make payment until and unless these documents are furnished by the contractor. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statue § 218.70. All purchases subject to availability of funds in the City's budget.

6.12 PAYMENTS WITHHELD

The City may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence, subsequent inspections of the Work, or failure of the Contractor to submit pay request as described in Section 6.9 above.

The City may nullify the whole or any part of any approval for payment previously issued and the City may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the City and Contractor, to such extent as may be necessary in the City's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents.

If these conditions are not remedied or removed, City may, after three (3) days written notice, rectify the same at Contractor's expense.

The City also may offset against any sums due Contractor the amount of any delay penalty obligations of Contractor to City, whether relating to or arising out of this Agreement or any other agreement between Contractor and the City.

APPLICATION AND CERTIFICATION FOR PAYMENT

To Owner:
City of Pensacola
Port of Pensacola
700 S Barracks Street
Pensacola, FL 32502

Project Manager:

Application #:
Period:

- ☐ OWNER
- ☐ ENGINEER
- ☐ CONTRACTOR
- ☐
- ☐

From Contractor:

Date Submitted:

Project Name: PAVING AND RAIL REHABILITATION

Purchase Order #:

CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. **ORIGINAL CONTRACT SUM** $
2. **Net change by Change Orders** $
3. **CONTRACT SUM TO DATE** (Line 1+2) $
4. **TOTAL COMPLETED & STORED TO DATE** $

5. **RETAINAGE:**
   - a 5 % of Completed Work $
   - b. _____ % of Stored Material $
   - **Total Retainage (Line 5a+5b)** $
6. **TOTAL EARNED LESS RETAINAGE** $
   (Line 4 less Line 5 Total)
7. **LESS PREVIOUS PAYMENTS** $
8. **CURRENT PAYMENT DUE** $
   (Line 6 less Line 7 Total)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Date:

State of:

County of:

Subscribed and sworn to before me by who is personally known to me/whose identity I proved on the basis of

this day of 2021

Notary Public:

My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

By: Date:

This Certificate is not negotiable . The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

PAY REQUEST- SCHEDULE OF VALUES
Project Name: PAVING AND RAIL REHABILITATION

Date Received:

City of Pensacola
Port of Pensacola

Contractor:

Inspector:
Contract Duration:
Start Date:
Date of Completion:

Phone:

Fax:

Application #: Period:				Contract Amount		Work Completed Previous		Work Completed This Period		Work Completed To Date		% Completed To Date
Item #	Brief Description	Qty	Units	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	%
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
			TOTAL BASE BID									

GENERAL CONDITIONS
SECTION 7
PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

7.1 Description.

Provide erosion control measures on the project and in areas outside the right-of-way where work is accomplished in conjunction with the project, so as to prevent pollution of water, detrimental effects to public or private property adjacent to the project right-of-way and damage to work on the project. Construct and maintain temporary erosion control features or, where practical, construct and maintain permanent erosion control features as shown in the plans or as may be directed by the Engineer.

7.2 General.

Coordinate the installation of temporary erosion control features with the construction of the permanent erosion control features to the extent necessary to ensure economical, effective, and continuous control of erosion and water pollution throughout the life of the Contract.

7.3 Control of Contractor's Operations Which May Result in Water Pollution.

Prevent pollution of streams, canals, lakes, reservoirs, and other water impoundments with fuels, oils, bitumens, calcium chloride, or other harmful materials. Also, conduct and schedule operations to avoid or otherwise minimize pollution or siltation of such water impoundments, and to avoid interference with movement of migratory fish. Do not dump any residue from dust collectors or washers into any live stream.

Restrict construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals, and other water impoundments to those areas where it is necessary to perform filling or excavation to accomplish the work shown in the plans and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, promptly clear rivers, streams, and impoundments of all obstructions placed therein or caused by construction operations.

Do not frequently ford live streams with construction equipment. Wherever an appreciable number of stream crossings are necessary at any one location, use a temporary bridge or other structure.

Except as necessary for construction, do not deposit excavated material in rivers, streams, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or runoff.

Where pumps are used to remove highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water by one or more of the following methods prior to discharge into State waters: pumping into grassed swales or appropriate vegetated areas or sediment basins, or confined by an appropriate enclosure such as turbidity barriers when other methods are not considered appropriate.

Do not disturb lands or waters outside the limits of construction as staked, except as authorized by the Engineer.

Obtain the Engineer's approval for the location of, and method of operation in, borrow pits, material pits, and disposal areas furnished for waste material from the project (other than commercially operated sources) such that erosion during and after completion of the work will not result in probability of detrimental siltation or water pollution.

7.4 Materials for Temporary Erosion Control.

The Engineer will not require testing of materials used in construction of temporary erosion control features other than as provided for geotextile fabric unless such material is to be incorporated into the completed project. When no testing is required, the Engineer will base acceptance on visual inspection.

The Contractor may use new or used materials for the construction of temporary silt fence, staked turbidity barriers, and floating turbidity barrier not to be incorporated into the completed project, subject to the approval of the Engineer.

7.5 Preconstruction Conference.

At the Preconstruction Conference, provide to the City a special plan to prevent, control, and reduce erosion and water pollution, meeting the requirements or special conditions of all permits authorizing project construction. If no permits are required or the approved permits do not contain special conditions or specifically address erosion and water pollution, the project erosion control plan will be governed by federal, state, and local regulations.

7.6 Construction Requirements.

7.6.1 Limitation of Exposure of Erodible Earth: The Engineer may limit the surface areas of unprotected erodible earth exposed by the construction operation and may direct the Contractor to provide erosion or pollution control measures to prevent contamination of any river, stream, lake, tidal waters, reservoir, canal, or other water impoundments or to prevent detrimental effects on property outside the project right-of-way or damage to the project. Limit the area in which excavation and filling operations are being performed so that it does not exceed the capacity to keep the finish grading, grassing, sodding, and other such permanent erosion control measures functional.

7.6.2 Incorporation of Erosion Control Features: Incorporate permanent erosion control features into the project at the earliest practical time. Use approved temporary erosion control features to correct conditions that develop during construction which were not foreseen at the time of design, to control erosion prior to the time it is practical to construct permanent control features, or to provide immediate temporary control of erosion that

develops during normal construction operations, which are not associated with permanent erosion control features on the project.

The Engineer may authorize temporary erosion control features when Topsoil is specified in the Contract and the limited availability of that material from the grading operations will prevent scheduled progress of the work or damage the permanent erosion control features.

7.6.3 Scheduling of Successive Operations: Schedule operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations, and the duration of exposure of uncompleted construction to the elements is as short as practicable.

Schedule and perform clearing and grubbing so that grading operations can follow immediately thereafter. Schedule and perform grading operations so that permanent erosion control features can follow immediately thereafter if conditions on the project permit.

7.6.4 Details for Temporary Erosion Control Features:

7-6.4.1 General: Use temporary erosion and water pollution control features that consist of, but are not limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, sediment checks, berms, baled hay or straw, floating turbidity barrier, staked turbidity barrier and silt fence. For design details for some of these items, refer to the Water Quality Section of the Roadway and Traffic Design Standards, latest edition of FDOT specifications.

7.6.4.2 Temporary Grassing: The Engineer may designate certain areas of grassing constructed as temporary erosion control features. The Engineer may direct the Contractor to omit permanent type grass seed from grassing and the reduce the specified rate of spread for fertilizer used in conjunction with grassing operations when such work is designated as a temporary erosion control feature.

7.6.4.3 Temporary Sod: Furnish and place sod within areas designated by the Engineer to temporarily control erosion. If the Engineer determines that the sod will be of a temporary nature, he may not require fertilizer and lime. Keep the sod in a moist condition in order to ensure growth. The Contractor will pay for all required watering under erosion control.

7.6.4.4 Temporary Mulching: Furnish and apply a 2 to 4 inch [50 to 100 mm] thick blanket of straw or hay mulch to designated areas, then mix or force the mulch into the top 2 inches [50 mm] of the soil in order to temporarily control erosion. Use only undecayed straw or hay which can readily be cut into the soil. The Contractor may substitute other measures for temporary erosion control, such as hydromulching, chemical adhesive soil stabilizers, etc., for mulching with straw or hay, if approved by the Engineer. When beginning permanent grassing operations, plow under temporary mulch materials in conjunction with preparation of the ground.

7.6.4.5 Sandbagging: Furnish and place sandbags in configurations to control erosion and siltation.

7.6.4.6 Slope Drains: Construct slope drains in accordance with the details shown in the plans, the Roadway and Traffic Design Standards, or as may be approved as suitable to adequately perform the intended function.

7.6.4.7 Sediment Basins: Construct sediment basins in accordance with the details shown in the plans, the Roadway and Traffic Design Standards, or as may be approved as suitable to adequately perform the intended function. Clean out sediment basins as necessary in accordance with the plans or as directed.

7.6.4.8 Berms: Construct temporary earth berms to divert the flow of water from an erodible surface.

7.6.4.9 Baled Hay or Straw: Provide bales having minimum dimensions of 14 by 18 by 36 inches [350 by 450 by 900 mm], at the time of placement. Construct baled hay or straw dams to protect against downstream accumulations of silt. Construct the baled hay or straw dams in accordance with the details shown in the plans or the Roadway and Traffic Design Standards.

Place the dam to effectively control silt dispersion under conditions present on this project. The Contractor may use alternate solutions and usage of materials if approved.

7.6.4.10 Temporary Silt Fences:

7.6.4.10.1 General: Furnish, install, maintain, and remove temporary silt fences, in accordance with the manufacturer's directions, these Specifications, the details as shown on the plans, and the Roadway and Traffic Design Standards.

7.6.4.10.2 Materials and Installation: Use a geotextile fabric made from woven or nonwoven fabric, meeting the physical requirements necessary to accommodate those applications for erosion control.

Choose the type and size of posts, wire mesh reinforcement (if required), and method of installation. Do not use products which have a separate layer of plastic mesh or netting. Provide a durable and effective temporary silt fence that controls sediment comparable to the Roadway and Traffic Design Standards, Index No. 102.

Install all sediment control devices in a timely manner to ensure the control of sediment and the protection of lakes, streams, gulf or ocean waters, or any wetlands associated therewith and to any adjacent property outside the right-of-way as required.

At sites where exposure to such sensitive areas is prevalent, complete the installation of any sediment control device prior to the commencement of any earthwork.

After installation of sediment control devices, repair portions of any devices damaged at no expense to the City.

Erect temporary silt fence at upland locations across ditchlines and at temporary locations shown on the plans or approved by the Engineer where continuous construction activities change the natural contour and drainage runoff. Do not attach temporary silt fence to existing trees unless approved by the Engineer.

7.6.4.10.3 Inspection and Maintenance: Inspect all temporary silt fences immediately after each rainfall and at least daily during prolonged rainfall. Immediately correct any deficiencies. In addition, make a daily review of the location of silt fences in areas where construction activities have changed the natural contour and drainage runoff to ensure that the silt fences are properly located for effectiveness. Where deficiencies exist, install additional silt fences as directed by the Engineer.

Remove sediment deposits when the deposit reaches approximately ½ of the volume capacity of the temporary silt fence or as directed by the Engineer. Dress any sediment deposits remaining in place after the temporary silt fence is no longer required to conform to the finished grade, and prepare and seed them.

7.6.4.11 Floating Turbidity Barriers and Staked Turbidity Barriers: Install, maintain, and remove turbidity barriers to contain turbidity that may occur as the result of dredging, filling, or other construction activities which may cause turbidity to occur in the waters of the State. The Contractor may need to deploy turbidity barriers around isolated areas of concern such as seagrass beds, coral communities, etc. both within as well as outside the right-of-way limits. The Engineer will identify such areas. Place the barriers prior to the commencement of any work that could impact the area of concern. Install the barriers in accordance with the details shown in the plans or as approved by the Engineer. Ensure that the type barrier used and the deployment and maintenance of the barrier will minimize dispersion of turbid waters from the construction site. The Engineer may approve alternate methods or materials. Operate turbidity barriers in such a manner to avoid or minimize the degradation of the water quality of the surrounding waters.

7.6.4.12 Rock Bags: Furnish and place rock bags to control erosion and siltation. Place the bags as shown in the plans, the Roadway and Traffic Design Standards or as directed by the Engineer. Use a fabric material with openings that are clearly visible to minimize clogging yet small enough to prevent rock loss. Use material of sufficient strength to allow removing and relocating bags without breakage. The bag size when filled with rocks shall be approximately 12 by 12 by 4 inch [300 by 300 by 100 mm]. Use No. 4 or No. 5 coarse aggregate rock.

7.6.5 Removal of Temporary Erosion Control Features: In general, remove or incorporate into the soil any temporary erosion control features existing at the time of construction of the permanent erosion control features in an area of the project in such a manner that no detrimental effect will result. The Engineer may direct that temporary features be left in place.

7.7 Maintenance of Erosion Control Features.

7.7.1 General: Provide routine maintenance of permanent and temporary erosion control features, at no expense to the City, until the project is complete and accepted. If reconstruction of such erosion control features is necessary due to the Contractor's negligence or carelessness or, in the case of temporary erosion control features, failure by the Contractor to install permanent erosion control features as scheduled, the Contractor shall replace such erosion control features at no expense to the City. If reconstruction of permanent or temporary erosion control features is necessary due to factors beyond the control of the Contractor, the City will pay for replacement under the appropriate Contract pay item or items.

7.7.2 Mowing: The Engineer may direct mowing of areas within the limits of the project. Mow these designated areas within seven days of receiving such order. Do not mow slopes that are steeper than three horizontal to one vertical.

7.8 Protection During Suspension of Contract Time.

If it is necessary to suspend the construction operations for any appreciable length of time, shape the top of the earthwork in such a manner to permit runoff of rainwater, and construct earth berms along the top edges of embankments to intercept runoff water. Provide temporary slope drains to carry runoff from cuts and embankments that are in the vicinity of rivers, streams, canals, lakes, and impoundments. Locate slope drains at intervals of approximately 500 feet [150 m], and stabilize them by paving or by covering with waterproof materials. Should such preventive measures fail, immediately take such other action as necessary to effectively prevent erosion and siltation. The Engineer may direct the Contractor to perform, during such suspensions of operations, any other erosion control work deemed necessary.

7.9 Compliance with NPDES requirements

Contractor shall be solely responsible for ensuring all dirt/sediment/turbid water remains on this jobsite and overall NPDES compliance. Any failure to comply will result in a $500 penalty per daily occurrence. Contractor will be provided with written notice of failure and funds will be deducted from final payment for contract retainage.

7.10 Basis of Payment.

The lump sum amount listed under erosion control on the proposal shall be the only compensation allowed the contractor. The items covered under this item includes construction and routine maintenance of temporary erosion control features and for moving. Separate payment will not be made for the cost of constructing temporary earth berms along the edges of the roadways to prevent erosion during grading and subsequent

operations. The Contractor shall include these costs in the Contract prices for grading items. Additional temporary erosion control features constructed as directed by the Engineer will be paid for as unforeseeable work.

In case of failure on the part of the Contractor to control erosion, pollution, or siltation, the Engineer reserves the right to employ outside assistance or to use the City's forces to provide the necessary corrective measures. Any such costs incurred, including engineering costs, will be charged to the Contractor and appropriate deductions made from the monthly progress payment.

Issued for Bid

PROJECT SPECIFICATIONS

PORT OF PENSACOLA
PAVING & RAIL REHABILITATION PROJECT

Bid No. 26-001

Prepared by

HDR Engineering, Inc.

October 2025

SECTION 02 22 13
MOVEMENT AND VIBRATION ASSESSMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Requirements for monitoring and assessing existing buildings, structures, and other facilities for movement and vibration during construction, including:
   a. Schedule of required monitoring and assessments.
   b. Condition surveys and structural assessments of facilities.
   c. Vibration monitoring.
   d. Monitoring for vertical and lateral displacement.

B. Related Requirements: Include, but are not necessarily limited to:

1. Section 31 23 33.Utilities - Trenching and Backfilling.
2. -Section 33 05 07.23 - Utility Boring and Jacking.

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Contractor shall perform monitoring and assessments of the types required in this Section, at the times required in this Section and elsewhere in the Contract Documents. Provide all labor, materials, equipment, tools, services (including professional services, where required), incidentals, and other Work necessary and required to perform monitoring and assessments during construction. When monitoring or assessments indicate damage or other adverse effect on property, promptly remedy such damage or other adverse effect at no additional cost to Owner, owner of affected property, occupants, and users of affected property.
2. Extent and duration of required monitoring and assessments is indicated in the Contract Documents, including this Section.
3. Compensation for the Work of this Section is included in other bid/pay items, whether under one or more lump sum items, unit price items, or items compensated on the basis of Cost of the Work plus a fee. When not expressly included, in accordance with the Contract, under a bid/pay item specific to monitoring and vibration assessment, include costs for the Work of this Section under the bid/pay item of associated Work, whether for installing buried piping by trenchless construction methods.
4. Unless required monitoring and assessments are part of one or more items of Unit Price Work, include in the Schedule of Values appropriate line items for costs associated with monitoring and assessment, including initial evaluations, condition surveys (when required), providing instrumentation and other facilities for monitoring (including set up), maintenance during operations, data collection, data analysis, performance of assessments, preparation of reports and results, removal of equipment and facilities, and other associated costs.

1.3 REFERENCES

A. Terminology:

1. Terminology indicated below are not defined terms and are not indicated with initial capital letters, but when used in this section have the meaning indicated below:
   a. “Condition survey” means performing observations, inspections, measurements, and preparing associated documentation of the condition of buildings, structures, and other facilities in accordance with requirements of this Section, as generally indicated in the “Conditions Surveys and Structural Assessments of Facilities” Article.

b. “Limiting value”, relative to peak particle velocity (PPV) means PPV that can be tolerated without causing damage or adverse effects. Limiting value is often established by Laws or Regulations or design standards for safety and minimizing the risk of structural damage and discomfort of occupants and users due to vibration.

c. “Monitoring for vertical and lateral displacement” means measurements, monitoring, data evaluation, and similar activities, performed in accordance with the “Monitoring for Vertical and Lateral Displacement” Article of this Section, to determine whether construction activities have resulted in settlement, heaving, or lateral displacement of existing buildings, structures, or other facilities.

d. “Threshold limit”, relative to peak particle velocity (PPV) means the allowable vibration a buildings, structures, or other facilities can withstand without damage or discomfort to occupants and users. Threshold limits establish criteria for safety and comfort.

e. “Vibration monitoring" means monitoring existing, in-place materials, including soils and other subsurface materials, for vibration, ground acceleration, and peak particle velocity, using appropriate monitoring equipment and instrumentation, for geotechnical engineering purposes and assessing the potential for vibration associated with construction activities to adversely affect existing, in-place materials and facilities, in accordance with the “Vibration Monitoring” Article of this Section.

B. Reference Standards: Standards referenced in this section include, but are not necessarily limited to, the following:

1. Florida Department of Transportation (FDOT) – Section 108 – Protection of Existing Structures.
2. ASTM International (ASTM):
   a. C403, Standard Test Method for Time of Setting of Concrete Mixtures by Penetration Resistance.
   b. D3740, Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
   c. D6230, Standard Practices for Monitoring Earth or Structural Movement Using Inclinometers.
   d. D6598, Standard Guide for Installing and Operating Settlement Points for Monitoring Vertical Deformations.
   e. D7299, Practice for Verifying Performance of a Vertical Inclinometer Probe.
   f. E2018, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordination requirements, if any, for monitoring and assessments required by this Section are indicated in the requirements for the specific type of monitoring and assessment in “Part 3 – Execution” of this Section.

B. Sequencing and Scheduling:

1. Sequencing and scheduling requirements, if any, for monitoring and assessments required by this Section are indicated in the requirements for the specific type of monitoring and assessment elsewhere in this Section.
2. Schedule and perform monitoring and vibration assessment activities without delaying the Work.

1.5 QUALITY ASSURANCE

A. Qualifications:

1. Professional Engineer Performing Condition Surveys and Structural Assessments:

a. Contractor or Subcontractor shall retain services of a professional engineer for performing condition surveys and structural assessments. Professional engineer shall comply with all of the following:
   1) Legally qualified, as both an individual and as a business entity, to practice the associated design discipline(s) in the jurisdiction where the Site is located, including possessing current, valid license and registration for the design discipline(s) for which the professional engineer will render its services on the Project.
   2) Possess not less than five years of experience in the subject design discipline(s).
   3) Served as design professional in responsible charge on not less than five other condition surveys and structural assessments similar in scope and complexity to the Work for which professional engineer is retained on the Project; construction of such prior projects shall be complete by the start of the Project's construction.

b. Summary of Qualifications: Submit to Engineer summary of professional engineer's experience and qualifications, including:
   1) Evidence of coverage under appropriate professional liability insurance in accordance with the Contract Documents.
   2) Evidence of professional engineer's ability to legally conduct business as a design professional in the same jurisdiction as the Site, as a business entity.
   3) Copy of professional engineer's current, valid personal design professional license and registration for the same jurisdiction as the Site. Such documents shall indicate the individual's name, licensed design disciplines (when applicable), license or registration number, and dates for which the license or registration is valid.

c. Responsibilities include:
   1) Preparing or supervising preparation of condition surveys.
   2) Preparing written requests for clarifications or interpretations of the Contract Documents for submittal to Engineer by Contractor.
   3) Signing and sealing condition survey reports.
   4) Performing condition surveys and structural assessments of buildings, structures, and other facilities damaged by construction means, methods, techniques, procedures, and sequences used by or for Contractor, and preparing and submitting evaluation reports, and sealing and signing written reports thereof.
   5) When buildings, structures, or other facilities were damaged by construction operations, prepare and furnish to Contractor written recommendations, sealed and signed by such professional engineer, regarding appropriate remedies. Design, seal, and sign appropriate drawings, specifications, and other instruments of service for remedies to damaged buildings, structures, and facilities.

B. Preconstruction Testing:

1. Prior to performing construction activities indicated in the "Schedule of Required Monitoring and Assessments" provision of Article 3.1 of this Section, perform condition surveys in accordance with "Part 3 – Execution" of this Section.

1.6 SUBMITTALS

A. Submit the following:

1. Monitoring Plans: Furnish required Submittals in sufficient time to obtain Engineer's acceptance prior to commencing monitoring and assessment activities at the Site and adjacent areas, and without delaying the Work.
   a. Condition surveys and structural assessments:
      1) Forms proposed for documenting conditions of buildings, structures, and other facilities.
      2) Qualifications statement for professional engineer, unless separately submitted.
   b. Plan for monitoring vibration :

1) General description of approach to be used in data transfer, data reduction, evaluation, and presentation of results.
2) Format for presenting reduced data collected at the Site.
3) Qualifications statement for foreman performing onsite monitoring and specialist performing data reduction and evaluation, unless separately submitted.

c. Plan for Monitoring Vertical and Lateral Displacement:
1) Proposed locations, shown on plan drawing as well as detailed, verbal narrative, of settlement points.
2) Description of approach to be used for measuring vertical displacement, including frequency of data gathering.
3) Proposed locations, shown on plan drawing as well as detailed, verbal narrative, of lateral displacement monitoring.
4) Description of approach to be used for measuring lateral displacement, including type of devices and instrumentation, measurement approach, ability of monitoring devices to comply with tolerances required in this Section, and other pertinent information.
5) Dates for establishing monitoring locations, data collection, and removal.
6) Name(s) of foreman responsible for installing, operating, and maintaining equipment.
7) Indication whether data will be obtained manually at the Site, by data transfer performed manually at the Site, or by remote download.
8) Format for presenting reduced data collected at the Site.
9) Qualifications statement for professional engineer, professional land surveyor performing, unless separately submitted.

d. Engineer's review, comment upon, and acceptance of Contractor's monitoring plan Submittals is not for benefit of Contractor, Subcontractor, owner's or occupants of properties, or others. Such review is only for the limited purpose of endeavoring to verify Contractor's compliance with requirements of the Contract Documents. Contractor shall possess sole responsibility for construction means, methods, techniques, procedures, and sequences, and associated safety and protection measures.

2. Contractor's Monitoring and Assessment Reports:
a. Preconstruction condition survey report, in accordance with the "Condition Survey and Structural Assessment of Facilities" and "Quality Assurance" Articles of this Section.
b. Reports of property owners alleging that construction activity resulted in damage to property, in accordance with "Condition Survey and Structural Assessment of Facilities" Article of this Section.

3. Submittals Required in Event of Exceedance of Allowable Tolerances and Damage to Property:
a. Minutes of conference at which cause of exceedance and remedial measures are discussed.
b. Furnish Submittal indicating the construction activity causing the exceedance and Contractor's measures for preventing additional exceedances. Engineer's review and acceptance of such Submittal is subject to limitations indicated in Article 3.1 of this Section.
c. Written acceptance of proposed remedy by owner of property damaged by construction activities.
d. Written consent, signed by owner of property damaged by Contractor's construction activities, indicating that repair, restoration, or other remedy is acceptable to owner of such property, or other guaranty as indicated in "Repair and Restoration" Article of this Section.

4. Qualifications:

a. Subcontractor responsible for vibration monitoring :
    1) Foreman supervising installation of field equipment, including seismographs.
    2) Specialist performing data reduction and evaluation.
b. Specialists for monitoring for vertical and lateral displacement:
    1) Professional engineer establishing monitoring plan and assessing results.
    2) Professional land surveyor.
    3) Entity providing and monitoring devices and instrumentation for lateral displacement monitoring.

1.7 FIELD CONDITIONS

A. Existing Conditions:

1. Refer to Section 31 23 33.Utilities - Trenching and Backfilling regarding field conditions at and adjacent to the Site.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 MONITORING AND ASSESSMENT - GENERAL

A. The following requirements apply to all monitoring and assessment Work required by this Section:

1. When the Contract Documents expressly require performing certain monitoring and assessments during construction, Owner and Engineer make no representation, whether to Contractor, or others, that such required activities are sufficient for assessing, whether at the Site or adjacent properties, effect, if any, of construction means, methods, procedures, techniques, and sequences, and associated safety and protection program on property at and adjacent to the Site.
2. Comply with Contract requirements regarding protection of the Work and property, including the General Conditions (as may be modified by the Supplementary Conditions).
3. When monitoring and assessments required by this Section necessitate Contractor access private property for which Owner has not previously made arrangements, such as by securing temporary or permanent easements, Owner will assist Contractor in endeavoring to secure rights to access private property for monitoring and assessments. However, Contractor is responsible for developing draft, written communications to property owners and occupants and, unless otherwise directed by Owner, delivering such communications to affected property owners and occupants.
4. Performing the Work required by this Section constitutes Contractor’s approval of underlying work (if any) and field conditions prevailing at the time of the Work.
5. Actions required if allowable tolerances are exceeded:
    a. If allowable tolerances of vibration or vertical or lateral displacement are exceeded, furnish written notice within 24 hours of Contractor becoming aware of exceedance, indicating that exceedance occurred, location where exceedance was measured or observed, and construction activities that were temporarily suspended as a result of the measured or observed exceedance.
    b. If allowable vibration tolerances or vertical or lateral displacement are exceeded, suspend construction activity in vicinity of locations where exceedance was measured or observed until conference is held between Contractor, Engineer, and the Contractor’s specialist Subcontractor performing the associated measurements, monitoring, and analysis, to discuss probable causes of exceedance. Engineer shall prepare and distribute to conference participants a written record of topics discussed, problems identified, and decisions made.
    c. Following the conference, furnish Submittal indicating the construction activity causing the exceedance and Contractor’s measures for preventing additional exceedances. Do not resume construction activity in vicinity of exceedances, until Engineer accepts such

Submittal. Contractor and its Subcontractors are solely responsible for determining the construction activity causing exceedances and identifying and implementing appropriate remedies. Engineer's review of such Submittal is not for benefit of Contractor, owners or occupants of affected properties, or any third party. Engineer's review of such Submittal is solely for the limited purposes of endeavoring to determine effect, if any, of such remedy on the completed Project as a functioning whole. Contractor is solely responsible for construction means, methods, techniques, procedures, and sequences, and associated safety and protection measures.

d. Promptly implement remedy to avoid additional exceedances of allowable tolerances and remedy damage to buildings, structures, and facilities. Promptly resume construction activities temporarily suspended upon initial recognition of exceedance.

e. Contractor is solely responsible for delays associated with damage to property resulting from Contractor's means, methods, techniques, procedures, and sequences of construction.

B. Schedule of Required Monitoring and Assessments: Unless expressly required otherwise elsewhere in the Contract Documents, perform the following monitoring and assessments:

1. Work under Section 33 05 07.23 - Utility Boring and Jacking:
   a. As specified in FDOT – Section 108 – Protection of Existing Structures.

3.2 CONDITION SURVEYS AND STRUCTURAL ASSESSMENTS OF FACILITIES

A. Condition Surveys:

1. As specified in FDOT – Section 108 – Protection of Existing Structures.
2. Preparation for Condition Survey:
   a. Notify property owners and occupants not less than 48 hours prior to performing condition survey.
   b. Not less than 48 hours before commencing construction activity for which condition survey and structural assessment is required, such as rock removal or other construction activity, submit condition survey report.
3. Method:
   a. As specified FDOT – Section 108 – Protection of Existing Structures.
4. Obtain color photographs, video, and prepare sketches and written descriptions to document the condition of areas within specified limits of condition survey. Photographs and video shall comply with FDOT – Section 108 – Protection of Existing Structures.

Photographs and video furnished as part of condition survey are not part of quantities of photographs and video required by FDOT – Section 108 – Protection of Existing Structures.

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1) Document evident structural faults or deficiencies and recent repairs.

5. Condition Survey Report:
   a. Report – As specified in FDOT – Section 108 – Protection of Existing Structures.

B. Evaluations Following Construction Activity for Which Condition Surveys and Structural Assessments are Required:

1. Upon completion of construction activity requiring condition survey and structural assessments, furnish written notice to all property owners and occupants within stipulated radius for condition survey, advising of the conclusion of the associated construction activity and inviting them to notify Contractor of apparent damage to property alleged to have resulted from the associated construction activity. Such notice shall allow property owners and occupants not less than 30 days to respond to Contractor.
2. When property owner or occupant, responding in a timely manner, alleges damage resulting from Contractor's construction activity requiring condition survey and structural assessments, retain services of the same professional engineer who sealed and signed condition survey report to promptly investigate and report. Assessment and determination of

appropriate remedy shall be in accordance with ASTM E2018. Furnish as a Submittal, copy of evaluation report by Contractor's professional engineer.

3. Where such evaluation report indicates damage resulted from Contractor's construction activity, promptly remedy such damage to satisfaction of owner and occupants of such property.

3.3 MONITORING FOR VERTICAL AND LATERAL DISPLACEMENT

A. Limiting Criteria for Vertical and Lateral Displacement:

1. Maximum allowable vertical movement (settlement or heave) and lateral displacement of facilities, resulting from Contractor's action or inaction are indicated in FDOT – Section 108 – Protection of Existing Structures.

B. Monitoring for Vertical and Lateral Displacement:

1. Locations of monitoring for vertical and lateral displacement shall be determined by Contractor-retained professional engineer, qualified in accordance with the "Qualifications" provision of this Section's "Quality Assurance" Article. Such monitoring locations shall be not less than the following:
   a. As indicated in FDOT – Section 108 – Protection of Existing Structures.
2. Frequency of Monitoring: Monitoring for vertical and lateral displacement shall be performed as required in FDOT – Section 108 – Protection of Existing Structures. Results:
   a. Submit results of monitoring for vertical and lateral displacement within 24 hours of performing construction operations requiring monitoring for vertical and lateral displacement.
   b. Include with such Submittal clear indication of whether results furnished are in accordance with the Contract Documents.
   c. Where results obtained are not in complete accordance with the Contract Documents, provide written explanation for results obtained, signed by Contractor's site superintendent and, when applicable, superintendent or foreman of Subcontractor performing the Work requiring monitoring for vertical and lateral displacement.
3. Contractor's monitoring does not relieve Contractor of responsibility for controlling ground movement during construction operations involving monitoring for vertical and lateral displacement.

3.4 REPAIR AND RESTORATION

A. Repair and Restoration - General:

1. Upon detecting peak particle velocity or vertical or lateral displacement equal to, or greater than, the associated, limit allowed by the Contract, or evident damage to any building, structure, or other facility, immediately suspend construction activities that likely caused such disturbance, properly stabilize excavations, buildings, structures, and other facilities, and immediately advise Engineer of developments.
2. When results of monitoring and vibration assessment indicate damage to existing buildings, structures, or facilities, determine, together with professional engineer retained by Contractor or Subcontractor, appropriate remedy for such damage. Assessment and determination of remedy shall be in accordance with ASTM E2018. Obtain from owner of damaged property written consent to Contractor's proposed remedy. Submit to Engineer written acceptance of proposed remedy by owner of the subject property.
3. Promptly thereafter, implement remedy in accordance with Contractor's written agreement with property owner and in accordance with remedy established by Contractor's professional engineer.
4. Following completion of remedy, obtain from owner of damaged property written consent that Contractor's repair, restoration, or other remedy is acceptable to owner of such property and submit to Owner and Engineer written acceptance of the completed remedy by owner of affected property. If Contractor is unable to obtain from such property owner the required written consent prior to Contractor's final Application for Payment, furnish appropriate surety bond, or other guaranty, acceptable to Owner, for penal sum of not less

than 200 percent of opinion of probable cost of implementing remedy designed by professional engineer retained by Contractor or Subcontractor and complying with qualifications requirements of this Section's "Quality Assurance" Article.

3.5 ATTACHMENTS

A. Attachments: The following, bound after this Section's "End of Section" designation, are part of this Specifications Section:

1. Condition Survey Report Form – Exterior (one page).
2. Condition Survey Report Form – Interior (one page).

END OF SECTION

CONDITION SURVEY REPORT FORM

EXTERIOR

Property Owner: | Page ____ of ____

Outside Photos Taken: Yes _____ No _____ B&W _____ Color _____

Description of Lot: Level _____ Sloping to front _____ Sloping to rear _____ Or to Side _____

Standing Water or Pooling Area: Front _____ Back _____ Left _____ Back _____

Condition Codes: (E) - Excellent (G) - Good, not New (F) - Fair

			Remarks
Roofs	_____	Type of Material _____	_____
Siding	_____	Type of Material _____	_____
Gutters/Spouts	_____	Type of Material _____	_____
Driveway	_____	Type of Material _____	_____
Foundation	_____	Type of Material _____	_____
Walkway(s)	_____	Type of Material _____	_____
Porch(es)	_____	Patio(s) _____	Windows _____

Chimney(s): Brick _____ Stone _____ C-Block _____ Metal _____

Front (facing foundations)	Right	Left	Rear

Detached Buidlings:	Number:	Condition:
Garage(s)		
Barn(s)		
Shed(s)		
Utility Building(s)		
Other(s)		

CONDITION SURVEY REPORT FORM

INTERIOR

Property Owner: | Page ____ of ____ Pages

Room: _____ Entered From: _____

Walls:	Plaster	___	Dry Wall	___	Panel	___	Paper	___	C. Block	___	Other ___
Ceiling	Plaster	___	Dry Wall	___	Ac. Tile/Panel	___	Paper	___	Open C.	___	Other ___
Floor	Carpet	___	Linoleum	___	Square Tile	___	Wood	___	Concrete	___	Other ___

Wall | Ceiling/Floor

Remarks:

Room: _____ Entered From: _____

Walls:	Plaster	___	Dry Wall	___	Panel	___	Paper	___	C. Block	___	Other ___
Ceiling	Plaster	___	Dry Wall	___	Ac. Tile/Panel	___	Paper	___	Open C.	___	Other ___
Floor	Carpet	___	Linoleum	___	Square Tile	___	Wood	___	Concrete	___	Other ___

Wall | Ceiling/Floor

Remarks:

SECTION 02 41 23
SITE DEMOLITION

PART 1 - GENERAL

1.1 DESCRIPTION

A. This Section of the Specification defines the requirements for demolition and removal of existing site facilities and structures where shown on the Contract Documents, as specified herein, and as needed for a complete and proper execution.

B. Contractor shall complete the following Work, as indicated:

1. Provide all labor, tools, material, and equipment.
2. Remove and dispose of existing asphalt and/or concrete paving as necessary.
3. Remove and dispose of existing concrete and / or steel structures.
4. Remove and dispose of existing utilities, equipment, assemblies, etc. as indicated by the Contract drawings.
5. All salvageable materials and equipment belong to Owner, unless directed otherwise. Materials refused by Owner remain the property of the Contractor and shall be removed from the site and be disposed of appropriately.
6. Furnish all submittals required by this Section of the Specification.

1.2 REFERENCES

A. The latest edition and addenda of the following publications in effect on the date of Contract Award are part of this Specification and, where referred to by title or basic designation only, are applicable to the extent indicated by the specific reference:

1. Florida Building Code
2. American National Standards Institute (ANSI)/ American Society of Safety Engineers (ASSE)
    a. Construction & Demolition Standards A10
3. Code of Federal Regulations (CFR)
    a. 1910 Occupational Safety and Health Standards (OSHA)
    b. 1926 Construction Industry Regulations

1.3 SUBMITTALS

A. Schedule

1. Submit a schedule indicating proposed methods and sequence of operations for selective demolition and removals for Owner’s approval prior to start of work.

B. Demolition Work Plan

1. Contractor shall submit for Owner’s approval, a Demolition Work Plan prior to start of work which includes, but is not limited to the following:
    a. Details and descriptions of temporary sheeting, shoring, scaffolds, working platforms, barges, ramps, gangways, and equipment for demolition and removal work, and for disposal of waste and debris.
    b. Plans, sketches and details of waterfront protection, as necessary to prevent debris or contamination from entering the waters.
    c. Locations of stockpile areas, storage areas and temporary barricades.
2. Review and approval of the Demolition Work Plan does not relieve the Contractor for the responsibility or obligations of the demolition work specified.

C. Stormwater Pollution Prevention Plan

1. Contractor shall submit for Owner's approval, a Stormwater Pollution Prevention Plan prior to demolition which includes, but is not limited to the following:
    a. Locations where pollutants may be mobilized by stormwater and discharged.
    b. Locations and details of Best Management Practices (BMPs) to reduce pollutants in discharged stormwater.
    c. Schedule for visually inspecting and maintaining BMPs and recording such work.
    d. Identify means and methods of collecting or diverting stormwater run-off from pavement adjacent to excavated areas to prevent erosion and undermining of pavements that are to remain.
    e. Identify means and methods of separating pollutants from water pumped during de-watering operations.
    f. Preparation of the Stormwater Pollution Prevention Plan shall follow the Florida Erosion and Sediment Control Designer and Reviewer Manual.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 JOB CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct all conditions detrimental to timely and proper completion of the Work or each phase thereof. Do not proceed until unsatisfactory conditions are corrected.

B. Owner assumes no responsibility for actual conditions and extent of existing facilities and structures to be removed and demolished. Contractor is responsible for verifying number and condition of existing facilities prior to commencing work.

C. Contractor shall take all necessary precautions to prevent premature and/or uncontrolled collapse of any portion of the facilities or structures to be removed.

D. Damage or loss, whether by reasons of fire, theft, or other casualty, or happening to the various items required to be demolished or salvaged, shall be at the risk of the Contractor from and after the date of the Contract, and no such damage or loss shall relieve the Contractor from any obligation under the contract to complete all demolition and salvage work as herein specified.

E. Damage to Existing Work Not to be Removed, Existing Work to be Protected in Place, or Existing Work Not to be Disturbed: Existing Work so designated, or any existing structure not specifically designated for full or partial demolition shall not be disturbed or damaged in any way, except as specifically stated in the Contract Drawings or Contract Specifications, in order to accomplish the removals. If any such disturbance or damage occurs to the existing work which is to remain or which is to be salvaged, the Contractor shall promptly repair the damage and restore or replace the damaged items to original conditions at no additional cost to the Owner.

F. Protection of Personnel and Property: The existing project facilities within the areas of operation shall be protected.
    1. Provide temporary facilities including barricades to prevent entry to demolition area by unauthorized persons.
    2. The necessary temporary closures, barricades, and other devices shall be provided so as to adequately protect workmen, employees, and visitors from possible injury.

G. The discarding of any material into the river is prohibited. All demolished materials shall be disposed of in a legal manner. Provide adequate protection to carefully preclude any possibility of materials being dropped into the water. Any debris which accidentally falls into the river shall be removed at Contractor's expense.

H. Noise: Comply with governing regulations pertaining to noise levels during demolition procedures.

3.2 REQUIREMENTS

A. General

1. Comply with the specified standards for details and methods as required to perform the work of this Section.

B. Regulatory and Safety Requirements

1. The Contractor, his employees, and subcontractors shall become familiar with and obey all governing regulations, including fire, traffic, and security regulations. All personnel employed on the project shall keep within the limits of the work (and avenues of ingress and egress), and shall not enter other areas unless required to do so, and authorization is obtained for each entry. The Contractor's equipments shall be conspicuously marked for identification.
2. Comply with federal, state and local hauling and disposal regulations. In addition to the requirements of the "Contract Clauses", safety requirements shall conform to ANSI/ASSE Construction & Demolition Standards A10.

3.3 DEMOLITION AND REMOVAL OPERATIONS

A. All BMPs indicated on the approved Stormwater Pollution Prevention Plan shall be in place prior to land disturbing activities.

B. The Contractor shall notify utility owners, and shall secure permission from the utility owners to locate and identify prior to performing demolition. All utility work shall be coordinated through the utility owner and the Owner.

C. If utility lines are encountered that are not shown on Drawings, contact the Owner for further instructions. Owner will direct Contractor to remove, fill, seal, or protect them from damage. This work will be performed at no additional cost to Owner. It is the Contractor's responsibility to verify existing utilities and intended disposition, and to include the cost for such work in his bid price.

D. Completely remove all existing structures indicated on the Contract Drawings. It is the Contractor's responsibility to identify and verify existing structures and the intended disposition of each, and to include the cost for all work in the original bid price.

E. The Contractor shall use the designated area for construction equipment staging and temporary storage of excavated material. The area shall not be used to stockpile construction debris for subsequent disposal.

F. Demolition and removal work shall be performed by competent workmen experienced in this kind of work, and shall be carried through to completion with due regard to the safety of the facility employees, visitors, and the employees of the Contractor and subcontractors, and with as little nuisance as possible.

G. Equipment, fixtures, and miscellaneous articles, as well as debris which is found on the premises, shall be removed from the work site by the Contractor.

H. All demolished materials and equipment shall be removed and disposed of at a legal depository. Materials resulting from the demolition and removal operations shall not be allowed to accumulate on the premises, but shall be promptly removed and disposed of away from the project premises. Burning of removed materials shall not be permitted on the project site.

I. Blasting shall not be permitted.

J. The Contractor shall protect existing structures, equipment, piping, conduits, etc. in the work area as well as in the adjoining area, and leave the same in a safe and satisfactory condition as required by the Owner.

K. Any damage caused to the structures, and any other items which are to remain, shall be replaced or repaired by methods acceptable to the Owner at no additional cost.

L. The Contractor shall be responsible for the legal removal of all demolished materials and debris resulting from the work to locations outside the site property, which meet the requirements of all applicable laws and codes of regulatory agencies having jurisdiction over the work.

M. The Contractor shall take all measures to control dust from being airborne as a result of the demolition and removal work, to the satisfaction of the Owner, Tenant, and regulatory agencies.

N. Provide temporary shoring at excavations in accordance with the requirements of the Florida Building Code and OSHA.

END OF SECTION 02 41 23

SECTION 03 30 00

CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. This Section defines the requirements for providing cast-in-place concrete and concrete used to produce pre-cast concrete piles, deck panels, pull boxes and cable anchor vaults.

B. Contractor shall provide all labor, materials, tools, and equipment required for the completion of the following Work, as shown on the Contract Documents and specified herein:

1. Furnish, transport, place, consolidate, and finish all concrete for on-site cast-in-place concrete and for elements denoted as precast concrete, whether cast on-site or off-site.
2. Design, furnish, fabricate, install, and remove all formwork, shores, and bracing
3. Furnish, fabricate, and install all reinforcing steel and all necessary supports for reinforcing steel
4. Install all embedded anchor bolts, sleeves, and miscellaneous metal
5. Furnish and install all water-stops, joint fillers and joint sealers
6. Prepare fabrication and placement shop drawings of all reinforcing steel
7. Prepare design drawings for formwork, shores, and bracing as specified herein
8. Furnish testing services
9. Furnish all submittals required by this Section of the Specification
10. Coordinate all work with other trades
11. Comply with pertinent provisions of the Division 1 Specifications

C. This Section of the Specification is consolidated to include:

1. Concrete Reinforcement
2. Concrete Formwork
3. Finishes
4. Expansion and Contraction Joints
5. Concrete Curing

1.2 QUALITY ASSURANCE

A. All products shall be listed on the Florida Department of Transportation's (FDOT) Qualified Products List (QPL) unless approved otherwise by the Owner.

B. Companies specializing in performing the Work of this Section shall have at least three (3) years minimum experience.

C. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

D. Work of this Section shall be subject to the requirements of Controlled Inspection as defined and regulated by the Florida Building Code.

E. Contractor shall be responsible for the quality of the concrete and concrete construction. Quality of concrete will be determined, by the Owner, based on conformance with the requirements of this Section of the Specification and on the results of strength tests performed, as specified, on samples of concrete taken at its point of discharge from delivery trucks.

F. Owner approval of materials and design mixes shall in no way relieve Contractor of its responsibility for the furnishing of concrete of specified quality.

G. In the event that materials not conforming to the requirements of this Section of the Specification are found to have been included in concrete already in place, and if the inclusion

of such materials could reasonably be expected, by the Owner, to lead to the deterioration of the concrete, then remedial measures, as prescribed by the Owner shall be taken to correct the deficiency. All such remedial measures shall be at the expense of Contractor.

H. In the event that the results of the strength tests, performed as specified herein, indicate that concrete furnished by Contractor does not conform to the requirements of this Section of the Specification, remedial measures, as prescribed by the Owner, shall be taken to correct the deficiency. All such remedial measures, including removal and replacement of concrete and performance of any related work, shall be at the expense of Contractor.

I. Controlled Inspection Concrete - Test and Supervision:

1. Concrete under this Contract, unless otherwise specified, shall be Controlled Inspection Concrete, with controlled inspection as defined and regulated in the Florida Building Code.
2. Preliminary tests for the purpose of determining concrete mixes, in accordance with the Florida Building Code, and tests of cement and other concrete materials, shall be made at a laboratory to be controlled by the Contractor and accepted by the Owner.

1.3 REFERENCES

A. The latest edition and addenda of the following publications in effect on the date of Contract Award are part of this Specification and, where referred to by title or basic designation only, are applicable to the extent indicated by the specific reference:

1. Florida Building Code
2. American Association of State Highway Transportation Officials (AASHTO)

T-358	Standard Method of Test for Surface Resistivity Indication of Concrete's Ability to Resist Chloride Ion Penetration

3. Federal Specifications

QQ-L-101	Lath, Metal, (And Other Metal Plaster Bases)
TT-S-227	Sealing Compound: Elastomeric Type, Multi-Component (For Caulking, Sealing, and Glazing In Buildings and Other Structures)

4. Corps of Engineers, U.S. Army (Handbook for Concrete and Cement)

CRD-C572	Corps of Engineers Specifications for Polyvinylchloride Waterstops

5. American Concrete Institute (ACI)

211.1	Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
214	Evaluation of Results of Tests Used to Determine the Strength of Concrete
301	Specifications for Structural Concrete for Buildings
304R	Guide for Measuring, Mixing, Transporting, and Placing Concrete
304.2R	Placing Concrete by Pumping Methods
305R	Hot Weather Concreting
306R	Cold Weather Concreting
308	Standard Practice for Curing Concrete
309R	Guide for Consolidation of Concrete
311	Recommended Practice for Concrete Inspection

315 Details and Detailing of Reinforced Concrete

318 Building Code Requirements for Structural Concrete

347R Guide to Formwork for Concrete

6. American Society for Testing and Materials (ASTM)

A36 Standard Specification for Carbon Structural Steel

A82 Standard Specification for Steel Wire, Plain, for Concrete Reinforcement

A185 Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement

A370 Standard Test Methods and Definitions for Mechanical Testing of Steel Products

A497 Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement

A615 Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

A706 Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement

C31 Standard Practice for Making and Curing Concrete Test Specimens in the Field

C33 Standard Specification for Concrete Aggregates

C39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens

C94 Standard Specification for Ready-Mixed Concrete

C138 Standard Test Method for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete

C143 Standard Test Method for Slump of Hydraulic Cement Concrete

C150 Standard Specification for Portland Cement

C171 Standard Specification for Sheet Materials for Curing Concrete

C172 Standard Practice for Sampling Freshly Mixed Concrete

C173 Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method

C192 Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory

C231 Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method

C233 Standard Test Method for Air-Entraining Admixtures for Concrete

C260 Standard Specification for Air-Entraining Admixtures for Concrete

C289 Standard Test Method for Potential Alkali-Silica Reactivity of Aggregates (Chemical Method)

C309 Standard Specification for Liquid Membrane Forming Compounds for Curing Concrete

C494 Standard Specification for Chemical Admixtures for Concrete

C618 Standard Specification for Coal Fly Ash and Raw or Calcined Natural

Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete

C1064 Standard Test Method for Temperature of Freshly Mixed Hydraulic Cement Concrete

D1500 Standard Test Method for ASTM Color of Petroleum Products (ASTM Color Scale)

D1752 Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

D2103 Standard Specification for Polyethylene Film and Sheeting

D4791 Standard Test Method for Flat or Elongated Particles in Coarse Aggregate

E1745 Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs

7. Florida Department of Transportation
8. FM 5-501 Florida Method of Test for Early Sampling of Fresh Concrete from Revolving Drum Truck Mixers or Agitators
9. Florida Department of Transportation Standard Specifications for Road and Bridge Construction
   a. 346 Portland Cement Concrete
   b. 901 Coarse Aggregate
   c. 902 Fine Aggregate
   d. 921 Portland Cement
   e. 923 Water
   f. 924 Admixtures
   g. 929 Pozzolans and Slag
10. American Welding Society (AWS)

    D1.1 Structural Welding Code - Steel

    D1.4 Structural Welding Code - Reinforcing Steel

11. Concrete Plant Manufacturers Bureau: Concrete Plant Mixer Standards of the Plant Mixer Manufacturers Division
12. Concrete Reinforcing Steel Institute (CRSI): Manual of Standard Practice
13. National Ready Mixed Concrete Association: Certification of Ready Mixed Concrete Production Facilities (Checklist with Instructions)

B. The Contractor shall conform to the requirements of the above standards, unless otherwise specified herein. In the event of a conflict between these specifications and the referenced standards, the more stringent requirement shall control.

1.4 SUBMITTALS

A. Details shall be carried out in accordance with the Florida Building Code and, where no requirements are set forth in the Code, with the Standard ACI requirements, and as shown on plans.

B. Regardless of any details or instructions shown on the drawings or called for in these specifications, Contractor shall be required to comply with all regulations, rules, requirements, and specifications of the Florida Building Code.

C. Product Data:

1. Materials list of items proposed to be provided under this section, including, but not limited to:

a. Description of proposed admixtures
b. Form coating materials
c. Reinforcing Steel
d. Welding Filler Material
e. Couplers
f. Joint Fillers
g. Joint Sealers
h. Waterstops
i. Vapor barriers
j. Sheet materials for concrete curing
k. Membrane curing compounds

D. Drawings:

1. Shop Drawings for Steel Reinforcement. Shop drawings shall clearly indicate, at a minimum:
   a. Grade, size, number, and spacing of all bars
   b. Bend diagrams for all bent shapes
   c. Location and required length of all lap splices
   d. Location of all mechanical couplers
   e. Location of weldable ASTM A706 reinforcing
2. Locations of Construction Joints.
3. Owner approval of Shop Drawings shall not relieve the Contractor of the responsibility for any errors, or for furnishing materials of the proper size, quality and quantity.
4. Locations of conduit runs, pipes, and all other inserts or openings in concrete elements.
5. Record Drawings.

E. Design Data:

1. Concrete Mix Design, indicating strength and type of concrete. Indicate type, brand and amounts of cement, pozzolans, admixtures, and the applicable reference specifications for each.
2. Re-qualifications of materials or mix proportions required as a result of changes or test failures, as follows:
   a. Mix Proportions
   b. Test Reports

F. Certificates

1. Certified test reports of field cured cylinders, as required for removal of forms
2. Certified test reports of cores and/or load tests
3. Manufacturer’s certification of compliance with specified materials and products
4. Mill test certificates for cement and steel reinforcement
5. Certified test data and reports for materials and compressive strengths of mix designs
6. Certified test data from potential alkali-silica reaction tests

G. Deviations

1. Should the Contractor desire a deviation from the Drawings or Specifications, or both, he shall call the specific deviation to the attention of the Owner in writing prior to the submittal of shop drawings showing the subject deviation. Requests for deviations shall be submitted on the Contractor’s letterhead. Deviations not identified, or identified only in letters of transmittal or in shop drawings, or both, without the required written description on the Contractor’s letterhead, may not be accepted and shall be sufficient cause for the Owner to return each shop drawing, including such deviations, rejected without further action.

Acceptance of shop drawings including deviations not detected by the Owner during shop drawing review shall not relieve the Contractor from responsibility to conform strictly to the Contract Documents. Deviations will be allowed only where permitted by the Owner in writing.

H. Procedures

1. Procedure for bending or straightening reinforcement in the field
2. Plan for conveying concrete
3. Procedure for placement of concrete
4. Procedure for curing freshly placed concrete and for backfilling or loading newly placed concrete
5. Procedure for repair of defects
6. Mechanical splicing procedures
7. Welding procedures for reinforcing splices
8. Procedures for cold and hot weather concreting

I. Testing

1. Identification and qualifications of testing agency.
2. Results of all field and laboratory testing.

J. Notices

1. Placement notification and requests for intermediate and final inspections

K. Qualifications

1. Qualification Statements of Welders and Mechanical Splicers. Welders shall be qualified by an American Welding Society Certified Weld Inspector.

1.5 PRODUCT HANDLING

A. Control, handling, and storage of materials shall conform to the recommendations of ACI 304R.

PART 2 - PRODUCTS

2.1 MATERIALS FOR CONCRETE

A. Cement

1. Cement shall be Portland cement conforming to ASTM C 150, Type II and Section 921 of the FDOT Standard Specifications for Road and Bridge Construction.

B. Fly Ash and Slag

1. Fly ash and slag shall meet the requirements of Section 929 of the FDOT Standard Specifications for Road and Bridge Construction.
2. Fly ash Class F or slag shall be provided. Class C fly ash shall not be used. The amount to be provided, as a percentage of total weight of cementitious materials, is listed in Table 1.

Table 1 –Fly Ash or Slag Percentages of Total Cementitious Material

	Fly Ash		Slag	
FDOT Class of Concrete	Minimum	Maximum	Minimum	Maximum
II	0%	0%	0%	0%
IV	18%	22%	50%	70%1
IV (Drilled Shaft)	33%	37%	58%	62%
V	18%	25%	50%	70%
VI	18%	25%	50%	70%

3. 55% if slag is used in combination with silica fume, ultra fine fly ash and/or metakaolin.

C. Silica Fume, Ultra Fine Fly Ash and Metakaolin

1.
2. Silica fume, ultra fine fly ash and metakaolin shall meet the requirements of Section 929 of the FDOT Standard Specifications for Road and Bridge Construction.
3. For silica fume, quantity of cementitious material replaced by weight shall be 7% to 9%.
4. For metakaolin, quantity of cementitious material replaced by weight shall be 8% to 12%.
5. For ultrafine fly ash, quantity of cementitious material replaced by weight shall be 8% to 12%.

D. Admixtures

1. Air-entraining, water-reducing, retarding, accelerating, and corrosion inhibiting admixtures shall meet the requirements of Section 924 of the FDOT Standard Specifications for Road and Bridge Construction. Exception is that dosing of corrosion inhibiting admixture shall comply with requirements listed in Table 2 of this specification section.
2. Calcium chloride shall not be used as an admixture.
3. Admixtures shall be essentially free of chlorides. Admixture manufacturers shall state in writing the chloride content of the admixture and whether or not chloride has been added during its manufacture.
4. Contractor shall submit descriptions of admixtures proposed for use in the Work for approval by the Owner.

E. Water

1. Mixing water for concrete shall conform to the requirements of Section 923 of the FDOT Standard Specifications for Road and Bridge Construction.

F. Aggregates

1. Coarse Aggregates for normal weight concrete shall meet the gradation requirements for No. 57 stone and conform to the requirements of Section 901 of the FDOT Standard Specifications for Road and Bridge Construction.
2. Fine Aggregate shall meet the requirements of Section 902 of the FDOT Standard Specifications for Road and Bridge Construction.
3. Coarse aggregate shall not contain any materials that are deleteriously reactive with the alkalis in the cement in an amount sufficient to cause excessive expansion of mortar or concrete. Aggregate shall be tested for potential reactivity in accordance with the methods and recommendations of ASTM C289.

2.2 REINFORCEMENT

A. General

1. Shop drawings, showing all fabrication dimensions and locations for placing of reinforcing steel and accessories, shall be submitted. Reinforcing steel shall not be fabricated prior to review of shop drawings by the Owner.
2. Details of reinforcing steel shall be in accordance with ACI 315 and shall meet the requirements of ACI 318.

B. Reinforcement

1. Reinforcement shall be new material, of the sizes and shapes shown on the Contract Drawings.
2. Unless otherwise indicated on the Contract Drawings, reinforcement shall meet the applicable requirements of ACI 318, and shall be as hereinafter specified.
3. Reinforcing bars shall be deformed bars conforming to ASTM A615, Grade 60. Reinforcing bars to be welded shall be deformed bars conforming to ASTM A706, Grade 60. Provide ASTM A706 bars as indicated on the Contract Drawings or as needed to perform the work.

C. Bar Supports

1. Except as otherwise specified, bar supports at exposed concrete surfaces shall be non-ferrous. Wire bar supports shall be Class 1, “Maximum Protection”, or Class 2, “Moderate Protection”, as applicable, in accordance with the CRSI “Manual of Standard Practice”.

D. Welding

1. Reinforcing steel shall not be welded, unless explicitly approved by the Owner or indicated in the Contract Drawings and conform to AWS D1.4.

E. Fabrication

1. All reinforcement shall be bent cold unless otherwise approved by the Owner.

F. Fabricating and Placing Tolerances

1. Reinforcing bars shall be fabricated in accordance with the tolerances given in ACI 315.
2. Reinforcing bars shall be placed within tolerances conforming to the requirements of ACI 318 and the following:

Minimum spacing between bars	Minus ¼ inch.
Uniform spacing of bars	Plus or minus 2 inches, but the required number of bars shall not be reduced.
Uniform spacing of stirrups and ties	Plus or minus 1 inch, but the required number of stirrups and ties shall not be reduced.
Length of bar laps	Minus 1-1/2 inches
Embedded length	Minus 1 inch.

3. Bars may be moved as necessary to avoid interference with other reinforcing steel, conduits, or embedded items. If bars are moved more than one bar diameter or enough to exceed the specified tolerances, the resulting arrangement of bars shall be subject to approval by the Owner.

G. Placing

1. Placing of reinforcement shall be as shown on the Contract Drawings and on Contractor’s shop drawings, and as specified hereinafter.
2. Unless otherwise indicated on the Contract Drawings, concrete protection (cover) for reinforcement exposed to weather or cast on grade shall be 3 inches. Cover for reinforcement not exposed to weather shall comply with the minimum concrete cover requirements of ACI 318.
3. Reinforcing steel reduced in section, or with bends not shown on the Contract Drawings, shall not be placed. At the time concrete is placed, reinforcement shall be free of mud, oil, or other materials that might adversely affect or reduce bond. Reinforcement with rust, mill scale, or a combination of both will be accepted as being satisfactory without cleaning or brushing provided that the dimensions and weights, and heights of deformations, of a hand-wired-brushed sample is not less than required by the referenced specification for reinforcing steel.
4. Reinforcement shall be supported and fastened together to prevent displacement, by construction loads or concrete placement, beyond the specified tolerances. Bars shall be tied, with wire-ties, at intersections (at approximately 24 inches) and at contact lap splices. Wire-ties shall be installed with ends pointing away from the nearest form. Tie wires shall be 16 gage black annealed wire.
    a. Unless otherwise approved by the Owner, reinforcement supported from the ground or mud mat shall rest on precast concrete blocks not less than four inches square, and having a compressive strength equal to that of the concrete being placed. Concrete, metal, plastic, or other types of bar supports and spacers approved by Owner, shall be used over formwork. Where concrete surfaces will be exposed to weather in the finished structure, the portions of all accessories within one inch of those concrete surfaces shall be noncorrosive. Rubber covered wire bar supports shall not be used.

H. Splicing of Reinforcement

1. Splices of reinforcing bars shall be as indicated on the Contract Drawings, as specified herein, and as approved by the Owner.
    a. Continuous reinforcing bars, #11 and smaller, shall be spliced by lapping unless otherwise indicated on the Contract Drawings. Lapped splices shall be in accordance with the requirements of ACI 318 for Class B lap splices.
    b. Continuous reinforcing bars, larger than #11, shall be spliced by means of mechanical connectors installed by qualified personnel using procedures specified herein and as approved by the Owner.
    c. Welded splices, where indicated on the Contract Drawings or approved by the Owner, shall be as specified. Welding shall be performed by qualified welders using procedures as approved by Owner. Welding of reinforcing splices shall be performed by qualified welders, who are approved by the Owner, using the Owner-approved welding procedures.
2. Mechanical connectors, if used, for splicing reinforcing bars, shall be “Cadweld” T-Series, as manufactured by Erico Products, Inc., Solon, Ohio, or equal approved by the Owner.
3. Mechanical connectors shall be installed in accordance with the manufacturer’s recommendations and the requirements specified hereinafter.
    a. A representative of the manufacturer, experienced in the splicing of reinforcing bars, shall be present at the site to demonstrate the equipment and procedures to be used. The representative shall also be present for not less than the first 25 production splices to observe and provide verification, to the Owner, that equipment is being used correctly and that quality splices are being produced. Prior to any production splicing, Contractor shall conform to the requirements specified in “Qualification of Procedures”.
4. In order to determine proper centering of the sleeve on the spliced ends of the reinforcing bars, a permanent line shall be marked on each bar to indicate the required sleeve location so the reinforcing bar is properly centered in the sleeve. Deviation of sleeve from center position shall not exceed one-half inch.
5. Sound, homogenous, and nonporous filler material shall be visible at both ends of the splice sleeve and at the tap hole in the center. Filler material may be recessed up to one-quarter inch at the ends of the sleeve, due to packing material, without being considered a poor fill.
6. Any splice that contains slag or porous metal in the riser, tap hole, or at the ends of the sleeve shall be rejected. A single shrinkage bubble, evident below the riser, is not detrimental and will be distinguished from general porosity.
7. There shall be evidence of filler material, between the sleeve and the bars, all around the bars; however, the splice sleeve need not be exactly concentric, or axially aligned, with the bars.
    a. Mechanical connections (splices) failing to meet visual inspection standards shall be removed, discarded, and replaced.
    b. Contractor shall maintain records for identifying splices made by each member of each splicing crew. Records shall indicate location, bar size, and position, and shall be submitted daily while Work is in progress.

I. Reinforcing steel shall not be bent or straightened in a manner that could be injurious to the steel or the concrete. Prior approval of Owner shall be obtained, by Contractor, for bending procedures to be used. Heat, to bend or straighten reinforcing steel, shall be used only as approved by the Owner.

2.3 PROPORTIONING

A. General

1. Concrete, of the various compressive strengths required, shall be of the specified quality, and shall be capable of being placed without segregation and, when hardened, of developing all of the characteristics required by this Section of the Specification. Concrete mixes shall meet the concrete performance requirements of Section 346 of the FDOT Standard Specifications for Road and Bridge Construction except where indicated

otherwise herein. The Contractor shall be responsible for all testing to demonstrate that the furnished concrete meets or exceeds the performance requirements of this specification section.

Table 2 – Concrete Mix Usage and Requirements for Corrosion Inhibitor and Permeability

Usage	FDOT Class of Concrete	28-Day Minimum Compressive Strength (PSI)	Corrosion Inhibitor Dosage (Gallons per Cubic Yard)	Minimum Required Surface Resistivity (KΩ-cm)1
Misc. CIP Concrete (thrust blocks, duct banks, etc.)	II	3,400	0	Testing not required
Cast-in-Place / Precast Concrete for Buried Utility Vaults / Pull Boxes	IV	5,000	0	Testing not required
Cast-in-Place Concrete	IV	5,000	2.5	21.0
Drilled Shaft Foundations	IV (Drilled Shaft)	4,000	0	Testing not required
Precast Deck Panels	V	6,000	2.5	21.0
Precast Concrete Piles	VI	8,000	5.0	21.0

2. [1]Tested in accordance with AASHTO T-358

B. Strength

1. The minimum compressive strengths of concrete for the various concrete mixes that will be required are listed in Table 2. Strength requirements shall be based on 28-day compressive strength unless otherwise noted on the Contract Drawings.

C. Materials

1. Materials used to establish the proportions of ingredients for the various strengths and types of concrete shall be as specified and shall be the materials to be used for the production of concrete.
2. Samples, representative of the materials proposed for concrete production, shall be tested, as specified, to verify their conformance with the requirements of this Section of the Specification.

D. Durability

1. All concrete shall contain 1% to 5% of air-entrainment. Air content shall be measured at the point of discharge of concrete in accordance with ASTM C231, ASTM C173, or ASTM C138.
2. Water-cementitious materials ratios for the various classes of concrete shall conform to the requirements of Section 346 of the FDOT Standard Specifications for Road and Bridge Construction.
3. Soluble chlorides, as Cl, in concrete shall be limited to not more than 0.15 percent by weight of cement, or 0.06 percent by weight of cement for prestressed concrete, as indicated by the average of three tests performed on cured 28-day specimens in accordance with the method described relative to Corrosion of Reinforcement in ACI 318.
4. Proposed mixes for Class IV, V and VI concrete shall be tested for resistance to chloride ion penetration in accordance with AASHTO T-358 and provide the minimum required surface resistivity indicated in Table 2 of this specification section.

E. Slump

1. Each class of concrete shall have a slump that conforms to Section 346 of the FDOT Standard Specifications for Road and Bridge Construction.

2. Slump may be increased when admixtures are used, provided that the resulting concrete has the same or lower water-cementitious materials ratio and does not exhibit segregation potential or excessive bleeding.
3. Maximum allowable slump after addition of admixtures shall not exceed 8 inches +/- one inch.
4. Slump shall be determined in accordance with ASTM C143.
5. Samples for slump measurement of concrete placed by pumping shall be taken at the discharge end of the pumping system. The loss in slump in pumping shall not exceed two inches.

F. Admixtures

1. All admixtures shall be used in accordance with the manufacturer's instructions.
2. Concrete mix shall be designed for the normal rate of hardening at 70 degrees F. Contractor shall adjust quantities of admixtures as required to provide for variations in temperature and humidity that might affect the rate of hardening, the workability, or the quality of concrete.

G. Selection of Proportions

1. The proportions of ingredients for concrete shall be such to meet the performance requirements of this specification section and produce a mixture which will work readily into the forms and around reinforcement by the methods of placing and consolidation employed in the Work, but without permitting the materials to segregate or excessive free water to collect on the surface.
2. Proportions of ingredients for concrete shall be established in accordance with the requirements of ACI 318 unless noted otherwise herein.
3. For each class of concrete, provide the minimum total cementitious materials content indicated in Section 346 of the FDOT Standard Specifications for Road and Bridge Construction.
4. For each class of concrete, do not exceed the maximum water-to-cementitious materials ratio indicated in Section 346 of the FDOT Standard Specifications for Road and Bridge Construction.
5. Contractor shall submit a statement of the proportions, by weight, of the ingredients for each class of concrete specified; accompanied by certified test reports for the applicable materials and mix designs.
6. Changes, proposed by Contractor, in materials or proportions previously approved may be made during the progress of the Work as a result of changes in the characteristics of materials, or other justifiable reasons, provided that evidence, satisfactory to the Owner, is submitted indicating that the new materials or proportions proposed will produce concrete meeting specified requirements and will not result in objectionable changes in color or appearance of exposed surfaces.

2.4 FORMWORK

A. General

1. Formwork shall conform to the recommendations of ACI 347R. Forms shall be designed to confine the concrete and shape it to the required dimensions. Forms shall have sufficient strength to withstand the pressure resulting from placement and vibration of the concrete, and shall have sufficient rigidity to maintain specified tolerances. Earth cuts shall not be used as forms for vertical surfaces unless indicated on the Contract Documents.
2. Shop drawings of elevated formwork (i.e., not supported on ground), shall be submitted; including all supports and the location of shoring and re-shoring, and structural computations relating test strength of concrete at the various stages to the strength requirements for the proposed forming and shoring system and the anticipated loads.
3. Shop drawings and computations shall be certified by, and bear the seal of, a Professional Engineer experienced in the design of formwork and licensed in the State of Florida.

B. Design and Installation

1. Design, engineering, and construction of formwork shall be the responsibility of Contractor. Approval of formwork shop drawings by Owner is for overall conception only, and shall not relieve Contractor from its responsibility for final safety and conformance with specified requirements.
2. Forms shall be wood, metal, structural hardboard, or other material as approved by Owner. Form facing materials shall be non-reactive with concrete and shall be selected to produce, or facilitate, the required concrete surface finish. The maximum deflection of facing materials reflected in concrete surfaces to be exposed to view in the finished work shall be 1/240 of the span between structural members.
3. Forms shall be sufficiently tight to prevent the loss of mortar from concrete; except that bulkheads, where surfaces will not be exposed to view, may be formed with flat, diamond mesh, expanded metal lath conforming to Federal Specification QQ-L-101 (galvanized or uncoated) and weighing not less than 3.4 pounds per square yard. Lath shall be securely fastened together at laps to avoid the formation of voids between lapped surfaces.
4. Chamfer strips shall be placed in the corners of forms to produce ¾-inch beveled edges on exposed surfaces. Interior corners on such surfaces and the edges of formed joints will not require beveling unless indicated on the Contract Documents.
5. Formwork shall be cambered to compensate for anticipated deflections in the formwork prior to hardening of concrete.
6. Positive means of adjustment (wedges or jacks) of shores and struts shall be provided and all settlement shall be taken up during concrete placement operations. Forms shall be securely braced against lateral deflections. Wedges shall be fastened in position prior to placement of concrete.
7. Temporary openings shall be provided at the base of wall forms, and other necessary locations, to facilitate cleaning and observation immediately before concrete placement.
8. Form ties shall be of a commercially manufactured type; fixed or adjustable in length, with removable or snap-off ends. Wire ties shall not be used; nor shall bolts or rods that can be completely withdrawn. Each tie shall be supported by solid backing. After the ends or end fasteners of form ties have been removed, the embedded portion of the ties shall terminate not less than one and one-half inches from the formed faces of concrete.
9. At construction joints, contact surface of form sheathing for flush surfaces exposed to view shall overlap the hardened concrete in the previous placement by not more than one inch. Forms shall be held against the hardened concrete to prevent off-sets or loss of mortar at the construction joint, and to maintain a true surface.
10. Formwork shall be so anchored to shores or other supporting surfaces or members that upward or lateral movement of any part of the formwork system, during concrete placement, will be prevented.
11. Runways for moving equipment shall be provided with struts or legs and shall be supported directly on the formwork or structural member without resting on the reinforcing steel.

C. Tolerances

1. Formwork shall be constructed so that concrete surfaces will conform to the tolerance limits recommended in ACI 347R.
2. Contractor shall establish, and maintain in an undisturbed condition until final completion and acceptance of the Work, sufficient control points and bench marks to serve as references for the checking of tolerances.

D. Preparation of Form Surfaces

1. All surfaces of forms and embedded materials shall be cleaned of any accumulated mortar or grout from previous concreting, and of all other foreign material, before concrete is placed.
2. Before placing of either reinforcing steel or concrete, surfaces of forms shall be covered with a coating material that will effectively prevent absorption of moisture and prevent bond with the concrete, and will not stain the concrete surfaces.

3. Form coating shall be as approved by Owner. Coating material shall be equivalent to a colorless mineral oil, free of kerosene, and not darker than No. 3 as measured by ASTM D1500. Coating shall be a commercial formulation of proven, satisfactory performance, and shall not adversely affect concrete surfaces, impede any subsequent treatment of concrete surfaces dependent on bond or adhesion, or impede the wetting of surfaces to be cured with water or curing compounds.
4. Form coating may be a field applied form release agent or sealer, as approved by Owner, or a factory applied non-absorptive liner.
5. Excess form coating material shall not be allowed to stand in puddles in the forms, nor shall such coating be allowed to come in contact with hardened concrete against which fresh concrete is to be placed.

E. Removal of Forms

1. Removal of forms shall be in a manner to insure complete safety of the structure, shall be in accordance with the applicable requirements of ACI 318 and this Section of the Specification, and shall be subject to the approval of the Owner.
2. When repair of surface defects or finishing is required at an early age, as specified herein or as directed by the Owner, forms shall be removed as soon as the concrete has hardened sufficiently to resist damage from removal operations.
3. Top forms on sloping surfaces of concrete shall be removed as soon as the concrete has attained sufficient stiffness to prevent sagging. Repairs or treatment of such sloping surfaces, as specified, shall be performed immediately after removal of forms; curing, as specified, shall start immediately after performance of required repairs or treatment.
4. Wood forms for wall openings shall be loosened as soon as it can be accomplished without damage to the concrete.
5. Formwork for walls, sides of beams, and other parts not supporting the weight of the concrete may be removed as soon as the concrete has hardened sufficiently to resist damage from removal operations; but in no case shall forms be removed less than 72 hours after concrete placement, unless otherwise approved by the Owner.
6. Forms and shoring in the formwork used to support the weight of concrete in beams, slabs, and other structural members shall remain in place until the concrete has reached the specified compressive strength (f'c) unless computations are submitted indicating that a lesser strength will be sufficient to insure safety and to protect against any damage to the structural members.
7. Forms used for curing shall not be removed prior to the expiration of the curing period as hereinafter specified.

F. Removal Strength

1. When removal of formwork is based on the concrete reaching a specific strength, test cylinders, field cured along with the concrete they represent, shall be tested to verify concrete strength prior to removal of forms.

2.5 JOINTS AND EMBEDDED ITEMS

A. Construction Joints

1. Construction joints shall be located as indicated on the Contract Drawings. Construction joints not indicated on the Contract Documents shall be located in conformance with structural and architectural requirements and shall be shown on Contractor’s drawings and be subject to approval by the Owner.
2. Waterstops, as specified, shall be installed as indicated on the Contract Drawings.
3. Reinforcement shall be continued across construction joints unless indicated otherwise by the Contract Drawings. Keys and dowels shall be provided as indicated on the Contract Drawings or as required by the Owner.
4. The surface of concrete at all construction joints shall be thoroughly cleaned and all laitance, loose or defective concrete, coatings, sand, curing compound, and other foreign material shall removed prior to placing adjoining concrete.

5. After initial cleaning and at the last opportunity prior to placing new concrete, the existing concrete surface shall be thoroughly washed with water or air water jets, and shall be uniformly surface dried.
6. Bond, between new concrete and concrete that has set, shall be obtained, as required or approved by the Owner, by any of the following methods:
    a. Roughening the surface of the concrete in a manner, approved by the Owner, that will expose the aggregate uniformly and will not leave laitance, loosened particles of aggregate, or damaged concrete at the surface. Unless indicated differently in the Contract Drawings, or directed differently by Owner, surface shall be roughened to minimum ¼ inch amplitude.
    b. Use of expanded metal lath, as specified, to form the bonding surface of the set concrete.
    c. Use of an adhesive as approved by Owner.
    d. Use of a chemical retarder, approved by Owner, which delays but does not prevent setting of the surface mortar. Retarded mortar shall be removed within 24 hours after placing to produce a clean exposed aggregate bonding surface.

B. Expansion Joints

1. Expansion joints shall be as indicated on the Contract Documents. Joint filler and sealer, as specified, shall be installed in all expansion joints unless otherwise indicated on the Contract Drawings. Waterstops, as specified, shall be installed as indicated on the Contract Drawings.
2. Joint filler shall be preformed cork conforming to ASTM D1752, Type II. Joint sealer shall be a two component sealant based on polysulfide liquid polymer, conforming to Federal Specification TT-S-227.

C. Waterstops

1. Waterstops shall be polyvinylchloride (PVC), as indicated on the Contract Drawings. PVC waterstops shall conform to CRD-C572 and shall be of the sizes indicated on the Contract Drawings. Waterstops for construction joints shall be three-eighth inch thick, “Dumbbell” style. Waterstops for expansion joints shall be three-eighth-inch thick, “Center Bulb” style. “Split Flange” waterstops, three-eighth-inch thick, shall be installed as indicated on the Contract Drawings or as required for the Work and approved by Owner.
2. Each piece of premolded waterstop shall be of maximum practicable length to minimize the number of joints.
3. Joints at intersections and ends of pieces shall be made in the manner most appropriate to the material being used. Joints shall develop effective watertightness fully equal to that of the continuous waterstop material, shall permanently develop not less than 50 percent of the mechanical strength of the parent section, and shall permanently retain their flexibility.

D. Other Embedded Items.

1. All sleeves, inserts, anchors, and other embedded items, including those required for adjoining work, or for its support, shall be in place prior to placement of concrete. Anchor bolts, sleeves, and other items of miscellaneous metal shall be installed, by Contractor, in accordance with placement drawings prepared by miscellaneous metal supplier.
2. All Work required to be installed before concrete is placed shall be verified prior to placement of concrete.
3. Anchor bolts shall be maintained free from any deformation; and free from loose rust, loose scale, oil, mud, and any other deleterious substances. Contractor shall grease the threads at the projection ends of the anchor bolts, and shall provide such other protection as may be required to maintain the anchor bolts in proper condition until their incorporation into the Work.
4. Contractor shall provide all templates and devices necessary for the accurate positioning and setting of all embedded items specified herein or in other Sections of the Specification, and/or as indicated on the Contract Documents.

E. Placing Embedded Items

1. Expansion joint material, waterstops, and other embedded items shall be positioned accurately and supported against displacement. Voids in sleeves, inserts, and anchor slots shall be filled temporarily with readily removable material to prevent the entry of concrete into the voids. The annular space between each anchor bolt and sleeve shall be caulked with hemp, or other suitable material, at the bottom of the sleeve, to prevent the intrusion of concrete into that space and to maintain the position of the sleeve relative to the bolt.
2. Anchor bolts shall be in alignment within a tolerance of one-sixteenth inch per foot of projection above the surface of the concrete. Location of anchor bolts, at the surface of the concrete, shall be within a tolerance of one-sixteenth inch from the location shown on the Contract Drawings. Ends of anchor bolts shall be within a tolerance of plus or minus one-quarter inch from the dimensions shown on the Contract Drawings. Anchor bolts not meeting all of the specified requirements will be rejected, and shall be repaired or replaced by Contractor in accordance with instructions from the Owner and at no additional cost to Owner.
3. After anchor bolt supports are stripped, bolt threads shall be cleaned, coated with grease, wrapped with burlap, and securely tied.

2.6 PRODUCTION OF CONCRETE

A. Ready-Mixed Concrete

1. Except as otherwise specified herein, ready-mixed concrete shall be batched, mixed, and transported in accordance with ASTM C94. Plant equipment and facilities shall conform to the requirements for “Certification of Ready Mixed Concrete Production Facilities” of the National Ready Mixed Concrete Association.

B. Site-Mixed Concrete

1. Batching
   a. Scales for weighing concrete ingredients shall be accurate, when in use, within plus or minus 0.4 percent of their total capacities. Standard test weights shall be available to permit checking scale accuracy.
   b. Operation of batching equipment shall be such that concrete ingredients are consistently measured within the following tolerances:

Cement	plus or minus 1 percent
Water	plus or minus 1 percent
Aggregates	plus or minus 2 percent
Admixtures	plus or minus 3 percent

   c. Each batch shall be so charged into the mixer that some water will enter in advance of the cement and aggregates. Water shall continue to flow for a period which may extend to the end of the first 25 percent of the specified mixing time. Controls shall be provided to prevent batched ingredients from entering the mixer before the previous batch has been completely discharged.
   d. Contractor shall provide suitable equipment for ice batching, if ice is to be used to cool mixing water; including a weighing device capable of measuring the quantity of ice provided for each batch. Ice shall be shredded; and shall be added to the mixer after the introduction of initial mixing water.
   e. Contractor shall provide steam generators or other approved means of heating mixing water or aggregates, or both, as required to maintain temperature of concrete within specified limits.

C. Mixing

1. Concrete shall be mixed in a batch mixer (stationary or truck type) capable of thoroughly combining the cement, aggregates, water, and admixtures into a uniform mass within the specified mixing time; and, of discharging the concrete without harmful segregation.
2. Each concrete mixer shall bear a manufacturer's rating plate indicating the rated capacity and the recommended revolutions per minute, and shall be operated in accordance therewith. Mixers with a rated capacity of one cubic yard or more shall conform to the requirements of the Concrete Plant Mixer Standards of the Plant Mixer Manufacturers Division of the Concrete Plant Manufacturers Bureau.
3. Batches of one cubic yard or less shall be mixed for not less than one minute. Mixing time shall be increased 15 seconds for each cubic yard or fraction thereof of additional capacity. Shorter mixing times may be permitted if performance tests, in accordance with ASTM C94, indicate that the shorter mixing time is sufficient to produce uniform concrete.
4. Controls shall be provided to insure that a batch of concrete cannot be discharged until the required mixing time has elapsed. At least three-quarters of the required mixing time shall take place after the last of the mixing water has been added. Addition of retarding admixtures shall be completed within one minute after addition of water to the cement has been completed, or prior to the beginning of the last three-quarters of the required mixing, whichever occurs first.
5. Mixers shall be maintained in satisfactory operating condition; drums shall be kept free of hardened concrete. Mixer blades shall be replaced when worn down more than ten percent of their depth. Any mixer that produces unsatisfactory concrete shall be promptly removed from service, and shall remain out of service until it is satisfactorily repaired.

D. Control of Admixtures

1. Accurate mechanical devices for the measuring and dispensing of admixtures shall be provided. Each device shall be capable of adjustment to permit varying the quantity of admixture to be batched.
2. Admixtures shall be charged into the mixer as solutions, except as specified herein, and shall be considered a part of the mixing water. Admixtures that cannot be added in solution may be weighed or may be measured by volume, as recommended by the manufacturer.
3. Each admixture dispenser shall be interlocked with the batching and discharging operations of the water so that each admixture is separately batched, and discharged automatically in a manner to obtain uniform distribution throughout the batch in the specified mixing period.
4. Admixtures shall be added separately to avoid possible interaction that might interfere with the efficiency of either admixture or adversely affect the concrete.

E. Tempering and Control of Mixing Water

1. Concrete shall be mixed only in quantities for immediate use. Concrete that has set shall not be retempered, but shall be discarded.
2. Water shall not be added on site.
3. When specifically approved by the Owner, water, in excess of that permitted by the limitation on water-cement ratio, may be added provided that such water is accompanied by a quantity of cement sufficient to maintain the proper water-cement ratio.

F. Weather Conditions

1. Normal Weather Requirements
    a. When conditions are such that the ambient temperature is between 40 degrees F and 90 degrees F, Contractor shall conform to the recommendations of ACI 304R as modified herein. Temperature of the concrete, at points of delivery, shall not be lower than 50 degrees F and shall not be higher than 70 degrees F for massive concrete or higher than 90 degrees F for all other concrete. As required, Contractor shall employ approved methods of heating or cooling mixing water and/or aggregates.
2. Cold Weather Requirements
    a. When conditions are such that the ambient temperature may be expected to be 40 degrees F or lower during batching and mixing of concrete, or when required by the

Owner, concrete shall conform to the recommendations of ACI 306R as modified herein; Contractor shall maintain steam generators or other approved means for heating mixing water or aggregates or both. Materials containing frozen lumps, ice, or snow shall not enter the batcher. Temperature of the concrete at the points of delivery shall not be less than 50 degrees F. The maximum temperature of the concrete shall not exceed 70 degrees F for massive concrete or 90 degrees F for all other concrete. Temperature of mixing shall not exceed 140 degrees F; temperature of aggregates shall not exceed 150 degrees F.

3. Hot Weather Requirements
   a. When conditions are such that the ambient temperature may be expected to be 90 degrees F or higher during batching and mixing of concrete, or when required by the Owner, Contractor shall conform to the recommendations of ACI 305R as modified herein; Contractor shall employ effective means, such as precooling of aggregate or mixing water, or both. Temperature of the concrete at the points of delivery shall not be more than 70 degrees F for massive concrete or 100 degrees F for all other concrete. Mixing time shall be kept to the specified minimum. When ice is used for cooling mixing water, it shall be crushed, shaved, or chipped ice and shall be limited to a maximum of 75 percent of the total water. At point of discharge, there shall be no evidence of ice remaining in the mix; if there is ice remaining after the maximum revolutions have been reached, the batch will be rejected.

2.7 VAPOR BARRIER

A. Provide two (2) layers of 6-mil polyethylene sheeting under building slab-on-grade construction and on top of grade for building elevated floor slab construction. Sheeting shall meet the permeability and durability requirements for Class A sheeting per ASTM E1745. Lap sheet joints at least 12 inches and seal with compatible pressure sensitive tape recommended by the sheeting manufacturer.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct all conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 INSTALLATION

A. General

1. Contractor shall place all concrete, of the compressive strengths required, as indicated in Table 2.
2. Not less than 24 hours prior to any concrete placement, Contractor shall submit written notification of that placement and a request for final inspection. Notification of placement shall include, in addition to indication of the class of concrete to be placed, signatures of the appropriate craft foremen indicating completion of all Work required to be completed prior to placement of concrete. Notification shall also contain any additional, pertinent information required by the Owner.
3. Placement of concrete shall conform to the recommendations of ACI 304R and the requirements of this Section of the Specification.

B. Preparation Before Placing

1. Hardened concrete and foreign materials shall be removed from the inner surfaces of conveying equipment.
2. All formwork required for the placement shall be complete. Formwork shall be free of water; reinforcement shall be securely held in place; expansion joint filler, waterstops, anchors, sleeves, inserts, anchor bolts, and all other embedded items shall be accurately secured in position; and, the entire preparation shall be inspected and approved by Owner.

3. Semi-porous subgrades shall be sprinkled with water sufficiently to eliminate suction. Porous-subgrades shall be sealed as approved by Owner. Rock surfaces shall be cleaned by high-velocity air/water jets or sandblasting immediately before concrete is placed thereon.

C. Conveying

1. Concrete shall be handled from the mixer to the place of final deposit as rapidly as practicable by methods that will prevent segregation or loss of ingredients and in a manner that will assure that the required quality of the concrete is maintained.
2. Concrete may be conveyed by chute, conveyor, or pumping or pneumatic conveying equipment, as approved by Owner. Conveying equipment shall be of a size and design such that detectable setting of concrete shall not occur before adjacent concrete is placed. Conveying equipment shall be cleaned at the end of each operation or work day.
3. Contractor shall submit its entire plan of operation, from time of discharge of concrete from the mixer to final placement in the forms, and the steps to be taken to prevent the formation of cold joints in the event that the transporting of concrete by chute, conveyor, or pump is disrupted. Conveyors and pumps shall be capable of expeditiously placing concrete at the rate most advantageous to good workmanship. Concrete mixes shall be designed for efficient placement by the methods proposed.
4. Truck mixers, agitators, and nonagitating units and their manner of operation shall conform to the applicable requirements of ASTM C94.
5. Concrete delivered by truck shall be accompanied with a truck ticket that indicates the type of mixture that is being delivered and the time that the mix was batched. The concrete mix identification provided on the truck ticket shall match the concrete mix identification provided on the approved submittal for that concrete mix.
6. Belt conveyors shall be horizontal or at a slope that will not cause excessive segregation or loss of ingredients. Concrete shall be protected against undue drying or rise in temperature. An arrangement, approved by the Owner, shall be used at the discharge end to prevent apparent segregation. Mortar shall not be allowed to adhere to the return length of the belt. Long runs shall be discharged into a hopper or through a baffle. Conveyors shall be designed and operated to assure a uniform flow of concrete without loss of mortar or change in slump.
7. Chutes shall be metal or metal-lined and shall have a slope not exceeding one vertical to two horizontal and not less than one vertical to three horizontal. Chutes more than 20 feet long and chutes not meeting the specified slope requirements may be used provided they discharge into a hopper before distribution.
8. Pumping or pneumatic conveying equipment shall be of a suitable type, with adequate pumping capacity. Pneumatic placement shall be controlled so that segregation is not apparent in the discharged concrete. The loss of slump in pumping or pneumatic conveying equipment shall not exceed two inches. Concrete shall not be conveyed through pipe made of aluminum or aluminum alloy.
9. Conveying and placing of concrete by pumping, as approved by the Owner, shall be in accordance with the recommendations of ACI 304.2R. Pump shall be operated and maintained so that a continuous stream of concrete is delivered into the forms. The pumping system shall be sufficiently sized to pump the required concrete mixes taking into account their aggregate size.

D. Depositing

1. General
   a. Concrete shall be deposited in the forms in accordance with the recommendations of ACI 304. Concrete shall be deposited continuously, or in layers of such thickness that no concrete will be deposited on concrete that has hardened sufficiently to cause the formation of cold joints within the section.
   b. Placing of concrete shall be at such a rate that the concrete being integrated with fresh concrete is still plastic. Concrete that has partially hardened, or has been contaminated by foreign materials shall not be deposited.

c. Concrete mixed in stationary mixers and transported by nonagitating equipment shall be placed in the forms within 45 minutes from the time ingredients are charged into the mixing drum. Concrete that is truck mixed or transported in truck mixers or truck agitators shall be delivered to the site of the Work and discharge completed in the forms within the time specified in ASTM C94. Batched cement and aggregates transported to the site shall be placed in the forms within one and one-half hours after cement has been added. Concrete shall be placed in the forms within 15 minutes after discharge from the mixer at the jobsite.

2. Placing
   a. Placing of concrete in supported elements shall not be started until the concrete previously placed in support structure is no longer plastic and has been in place at least two hours.
   b.
3. Segregation
   a. Concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to rehandling or flowing. Concrete shall not be subjected to any procedure that will cause segregation.
4. Consolidation
   a. Consolidation of concrete shall be in accordance with the recommendations of ACI 309R and the requirements specified hereinafter.
   b. Except as otherwise specified, all concrete shall be consolidated by vibration. Consolidation shall be such that the concrete is thoroughly worked around the reinforcement, around embedded items, into corners of forms and underneath horizontally embedded items; eliminating all air or stone pockets that may cause honeycombing, pitting, or planes of weakness.
   c. Internal vibrators used shall be the largest size and the most powerful that can be used for the Work, as recommended in ACI 309R. Vibrators shall not be used to transport concrete within the forms. Vibrators shall be inserted and withdrawn at points approximately 18 inches apart. At each insertion, the duration shall be sufficient to consolidate the concrete without causing segregation. Each layer of concrete shall be consolidated, as specified, immediately after placing.
   d. Where concrete is to have an as-cast finish, a full surface of mortar shall be brought against the form by the vibration process, supplemented, if necessary, by spading to work the coarse aggregate back from the formed surface.
5. Protection
   a. Concrete shall not be placed during rain unless adequate protection is provided; all procedures and protective measures shall be subject to approval by Owner. Rainwater shall not be allowed to increase the mixing water, or to damage the surface finish of the concrete.
   b. Normal Weather Requirements
      1) When conditions are such that the ambient temperature is between 40 degrees F and 90 degrees F, temperature of the concrete, when placed, shall not be lower than 50 degrees F or higher than 70 degrees F for massive concrete or 90 degrees F for all other concrete.
   c. Cold Weather Requirements
      1) When conditions are such that the ambient air temperature may be expected to be 40 degrees F or lower during placing or during the curing period, Contractor shall conform to the recommendations of ACI 306R as modified herein.
      2) The temperature of the concrete when placed shall not be lower than 50 degrees F or higher than 70 degrees F for massive concrete or 90 degrees F for all other concrete. Suitable covering and/or other means, as approved by Owner, shall be provided to maintain the concrete at a temperature of at least 50 degrees F for the curing period. All exposed finished concrete surfaces and embedded items shall be protected from damage due to adverse weather.

d. Hot Weather Requirements

1) When conditions are such that the ambient air temperature may be expected to be 90 degrees F or higher during placing or during the curing period, Contractor shall conform to the recommendations of ACI 305R as modified herein.

2) The temperature of the concrete when placed shall not be higher than 70 degrees F for massive concrete or 100 degrees F for all other concrete. If ice is used as a replacement for all or part of the mixing water, there shall be no evidence of such ice at the time that concrete is ready to be placed. Retarding admixture, if approved by Owner, shall be as specified. Suitable covering and/or other means, as approved by Owner, shall be provided for the protection of the concrete against accelerated evaporation. Any concrete damaged by accelerated evaporation shall be removed and replaced at no added cost to Owner.

3) When the temperature of the steel (reinforcement, embedded items, steel forms) is higher than 120 degrees F, reinforcement, embedded steel, and steel forms shall be sprayed with water just prior to the placing of concrete.

4) The use of water-reducing retarder or water reducer admixture shall be employed when concrete temperature is above 85 degrees F.

6. Bonding

a. The surface of construction joints shall be prepared in accordance with the requirements specified.

b. Except as otherwise required or approved by the Owner, hardened concrete at horizontal construction joints shall be dampened (but not saturated) and then thoroughly covered with a coat of cement grout of similar proportions to the mortar in the concrete. The grout shall be at least one-half inch thick. The fresh concrete shall be placed before the grout has attained its initial set.

c. Where expanded metal lath has been used to form the bonding surface of a joint, as required or approved by the Owner, cement mortar (laitance) shall be continually washed or brushed out of the lath so as to leave exposed a rough, lath-faced surface.

d. Joints receiving an adhesive, as required or approved by the Owner, shall have been prepared, and adhesive applied, in accordance with the manufacturer's recommendations, prior to placing of fresh concrete.

e. Surfaces of joints treated with a chemical retarder, as required or approved by the Owner, shall have been prepared in accordance with the manufacturer's recommendations, prior to the placing of fresh concrete.

7. Repair of Surface Defects

a. General

1) Surface defects and tie holes shall be repaired, as specified hereinafter, within 24 hours after removal of forms, unless otherwise approved by the Owner. Ambient air temperature and temperature of the concrete and repair mortar shall not be lower than 50 degrees F or higher than 90 degrees F during repair and curing.

2) Defects determined by the Owner to exceed surface defects (e.g., defects that extend to a depth such that reinforcing steel is exposed) shall be repaired in accordance with procedures approved by the Owner. Contractor shall submit relevant defect repair procedures.

8. Repair of Defective Areas

a. All honeycombed and other defective concrete in surface defects shall be removed down to sound concrete. As required, edges shall be chipped perpendicular to the surface, or slightly undercut; no feather-edges will be permitted. The area to be patched, and an area at least six inches wide surrounding it, shall be dampened to prevent absorption of water from the patching mortar. Bonding grout, consisting of one part cement to one part fine sand (passing a No. 30 sieve) mixed to a consistency of thick cream, shall be well brushed into the surface to be patched after surface water has evaporated from the area.

b. Patching mixture shall be made from the same materials as the concrete; mix shall be not more than one part cement to two and one-half parts sand by damp loose volume. White portland cement shall be substituted for a part of the gray portland cement on exposed surfaces to match the surrounding concrete; color match shall be determined by a trial patch. Mixing water, for patching mixture shall be no more than necessary for handling and placing. Patching mixture shall be at the stiffest consistency that will permit placing.

c. Patching mixture shall be applied when the bond coat begins to lose its water sheen. Mixture shall be thoroughly consolidated into place and struck off so as to leave the patch slightly higher than the surrounding surface. Patch shall be left undisturbed for at least one hour, to permit initial shrinkage, before final finishing. Patched area shall be kept damp for seven days. Metal tools shall not be used to finish a patch in a formed surface that will be exposed.

d. Other materials for adhesion or patching, including latex-modified Portland cement mortar and epoxy mortars and compounds, shall be subject to prior approval by the Owner and shall be used in accordance with manufacturer's recommendations.

e. Cracks and construction joints shall be sealed as indicated on the Contract Drawings.

9. Tie Holes
   a. Unless stainless steel, noncorrosive, or Owner approved coated ties are used, tie holes in surfaces not to be exposed in the finished Work shall be cleaned, thoroughly dampened, and filled solid with patching mortar. Procedures and materials for plugging tie holes in surfaces to be exposed in the finished Work shall be as approved by the Owner.
10. Removal of Stains and Surface Deposits
    a. Stains, rust, efflorescence, and surface deposits considered objectionable by the Owner, shall be removed as approved by the Owner.
11. Finishing of Formed Surfaces
    a. General
       1) After removal of forms, surfaces of concrete shall be finished as specified herein or as indicated on the Contract Drawings.
12. As-Cast Finishes
    a. Rough Form Finish
       1) Form surface shall produce a concrete finish equivalent to that produced by sound, tight lumber. Tie holes and surface defects shall be patched as specified. Fins exceeding one-quarter inch in height shall be chipped, or rubbed, off.
    b. Smooth Form Finish
       1) Form surfaces in contact with concrete shall be of a material that is non-reactive with concrete and produces a smooth, hard, uniformly textured surface. Form facing material may be plywood, tempered concrete-form-grade hardboard, metal, plastic, or other material capable of producing the specified finish.
13. Unspecified Finish
    a. If finish requirements are not indicated on the Contract Drawings, "Rough Form Finish" shall be used for concrete surfaces not exposed to view in the finished Work, and "Smooth Form Finish" shall be used for concrete surfaces to be exposed to view in the finished Work.
14. Related Unformed Surfaces
    a. Tops of walls, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces shall be struck smooth after concrete is placed and shall be floated to a texture reasonably consistent with that of the formed surfaces. Final treatment of formed surfaces shall continue uniformly across the unformed surfaces.
15. Slabs
    a. Concrete for slabs shall be finished to the grades indicated on the Contract Drawings.
16. Preparation of Subgrade

a. Subgrade shall be well drained and free of frost, and shall be subject to approval by Owner, before placement of concrete.

b. Subgrade shall be moist at the time of concrete placement. As required, it shall be dampened prior to concreting; but there shall be no free water standing on the subgrade, or muddy or soft spots, when concrete is placed.

17. Edge Forms and Screeds

a. Edge forms and intermediate screed strips shall be set accurately to produce the elevations and contours of finished surface indicated on the Contract Drawings. As required, edge forms and intermediate screed strips shall be capable of supporting vibrating screeds or roller pipe screeds. Concrete surfaces shall be aligned to the contours of screed strips by use of strike-off templates or compacting type screeds, as approved by the Owner.

18. Placement

a. Placing of concrete shall be coordinated with finishing requirements. Concrete shall not be placed on the subgrade or forms more rapidly than it can be spread, straightened, and darbied or bull floated. These operations shall be performed before bleeding water collects on the surface.

b. Finishing shall progress at the rate required to prevent cold joints and to obtain good concrete surfaces. The effects of concrete temperature and atmospheric conditions on the rate of hardening of the concrete shall be considered in determining the required size of finishing crews. If construction joints are required, they shall be as specified.

19. Jointing

a. Joints in slabs on grade shall be located and constructed as indicated on the Contract Drawings, as specified herein, or as approved by the Owner.

b. Concrete shall be placed in an alternate strips limited by expansion and construction joints; with contraction joints to provide panels of indicated size. Crack-control joints shall be expansion, contraction, or construction joints. There shall be a minimum of 24 hours between placement of adjacent strips.

c. Contraction joints shall be formed by hard pressed fiber-board strips inserted in the plastic concrete; or, as approved by the Owner, they may be cut with a concrete-sawing machine, after concrete has set sufficiently such that aggregate is not dislodged by the saw, except that Work shall be completed before shrinkage stresses become sufficient to produce cracking.

d. Contraction joints shall be one-eighth inch wide and of a depth equal to approximately one-quarter of the slab thickness or the maximum size of the coarse aggregate, whichever is greater. Contraction joints, sawed or formed shall be filled with joint sealer, as specified, except where floor covering is required.

e. Fiberboard strips, for forming contraction joints, shall be of the required dimensions, and as long as practicable. After the first floating, the concrete shall be grooved with a tool, at the required joint locations, to a depth approximately equal to the thickness of the strip. The strip shall be inserted into the groove, using a device to maintain alignment, until the top edge of the strip is flush with the surface of the slab. When the concrete has set sufficiently to retain the strip, the alignment device shall be withdrawn. The slab shall be floated and finished as specified, using an edging tool on each side of the inserted joint strip where slab will be exposed to view in the finished Work.

f. Sawed contraction joints shall be cut to true alignment with concrete-sawing machines, adequate in number and power and with sufficient replacement blades to complete the sawing at the required rate. Unless otherwise approved by the Owner, joints shall be cut in the sequence of concrete placement. All sludge and cutting debris shall be removed.

20. Consolidation

a. Concrete in slabs shall be thoroughly consolidated in accordance with the recommendations of ACI 309R. Internal vibration shall be used in beams and girders of framed slabs and along the bulkheads of slabs on grade. Consolidation of slabs shall

be obtained with vibrating screeds, roller pipe screeds, internal vibrators, or as otherwise approved by the Owner.

21. Finishes
    a. General
        1) The ambient air temperature during, and in the area of, finishing operations shall not be lower than 50 degrees F. Surfaces shall be sloped to drains. Finish surfaces shall not be dusted with dry materials nor flooded with additional water. Finishes shall be as specified herein, and as indicated on the Contract Drawings. Tolerances shall be as specified.
    b. Scratched Finish
        1) Scratched finish shall be applied to surfaces that have been struck off and leveled to a Class C tolerance. The surface shall be roughened with stiff brushes or rakes before final set.
    c. Floated Finish
        1) Floated finish shall be applied to surfaces that have been struck off and leveled. Floating with a hand float or with a bladed power trowel equipped with float shoes, or with a powered disc float shall begin when the water sheen has disappeared and when the surface has stiffened sufficiently to permit the operation.
        2) During or after the first floating, planeness of surface shall be checked. High spots shall be cut down, and low spots shall be filled such that the surface meets the requirements for Class B tolerance. The slab shall then be refloated immediately to a uniform sandy texture.
    d. Troweled Finish
        1) Troweled finish shall be applied to surfaces that have been float finished as specified. Surfaces meeting the specified requirements shall be power troweled and then hand troweled. Hand troweling operations shall thoroughly consolidate the surface and shall be repeated as required to produce a finished surface that is free of defects and trowel marks and is uniform in texture and appearance. The concrete surface shall be planed to a Class A tolerance, except that the tolerance for concrete placed on metal deck shall be Class B. On surfaces to be covered, any defects of sufficient magnitude to show through the floor covering shall be removed by grinding.
    e. Broom or Belt Finish
        1) Broom or belt finish shall be applied to surfaces that have been float finished as specified. The surface shall be given a coarse transverse scored texture by drawing a broom or burlap belt across it immediately after completion of the float finishing operations.
22. Unspecified Finish
    a. When type of finish is not indicated on the Contract Documents, slab surfaces shall be finished as specified herein.
    b. Surfaces to receive bonded applied cementitious applications shall receive a scratched finish.
    c. Surfaces to be used as walking surfaces or where floor covering is to be installed shall receive a troweled finish.
    d. Sidewalks, stairs, floors, and ramps subject to vehicular traffic, shall receive a broom or belt finish.
23. Finishing Tolerances
    a. Finishes with Class A tolerances shall be true planes within one-eighth-inch in ten feet, as determined by a ten-foot straightedge placed anywhere on the slab in any direction.
    b. Finishes with Class B tolerances shall be true planes within one-quarter-inch in ten feet, as determined by a ten-foot straightedge placed anywhere on the slab in any direction.

c. Finishes with Class C tolerances shall be true planes within one-quarter-inch in two feet, as determined by a two-foot straightedge placed anywhere on the slab in any direction.

24. Curing and Protection
    a. Immediately after placement, concrete shall be protected from premature drying, excessively hot or cold temperatures, and mechanical injury; and, shall be maintained with minimal moisture loss, at a relatively constant temperature for the period necessary for hydration of the cement and hardening of the concrete. Materials and methods of curing shall be in accordance with the recommendations of ACI 308, and shall be subject to approval by the Owner.
25. Preservation of Moisture
    a. Cast-in-place concrete located within 120 feet of the wharf's waterside edge, and not in contact with forms, or intended to be overlaid with a subsequent lift of concrete, shall be moist cured a minimum of seven (7) days and coated with a liquid membrane-forming curing compound immediately after the moist cure period. All other cast-in-place concrete shall be moist cured for seven (7) days or coated with a liquid membrane-forming curing compound. Moist curing shall be performed using the following methods:
26.
        1) Ponding or continuous sprinkling.
        2) Application of absorptive mats of fabric kept continuously wet.
        3) Application of sand kept continuously wet.
        4) Continuous application of steam (not exceeding 140 degrees F) or mist spray.
        5) Application of waterproof sheet materials, conforming to ASTM C171.
        6) Application of other moisture-retaining covering as approved by the Owner.
    b. Formed surfaces shall be coated with a liquid membrane-forming curing compound immediately after removal of forms.
    c. Liquid membrane-forming curing compound shall conform to ASTM C309 and shall be applied in accordance with manufacturer's recommendations. Application of the curing compound to concrete not requiring moist curing shall be performed immediately after any water sheen, developed after finishing, has disappeared from the concrete surface. Curing compounds shall not be used on any surface against which additional concrete or other material is to be bonded unless it is proven, to the satisfaction of the Owner, that the curing compound will not prevent bond, or unless it can be completely removed from areas to receive bonded applications. Curing compounds that could result in discoloration of surfaces to be exposed in the finished Work shall not be used.
    d. Moist curing measures may be terminated if test cylinders, field cured along with the concrete they represent, are tested and indicate an average compressive strength of 70% of the concrete's minimum required 28-day compressive strength.
    e. Moisture loss from surfaces placed against wood or metal forms exposed to heating by the sun shall be minimized by keeping the forms wet until their removal. After form removal, concrete shall continue to be cured, until the end of the time period.
27. Temperature, Wind, and Humidity
    a. Cold Weather Requirements
        1) When the mean daily outdoor temperature is less than 40 degrees F, the temperature of the concrete shall be maintained between 50 and 70 degrees F for the required curing period, as specified. Curing requirements and methods shall conform to the recommendations of ACI 306R and shall be subject to approval by the Owner.
        2) Arrangements for heating, covering, insulating, or housing the concrete Work shall be made in advance of placement and shall be adequate to maintain the required temperature without injury due to concentration of heat. Combustion heaters shall

not be used during the first 24 hours unless precautions are taken to prevent exposure of the concrete to exhaust gases that contain carbon dioxide.

28. Hot Weather Requirements
    a. When hot weather conditions exist, as determined by the Owner, curing requirements and methods shall conform to the recommendations of ACI 305R and shall be subject to approval by the Owner.
        1) Provision for windbreaks, shading, fog spraying, sprinkling, ponding, or wet covering with a light colored material shall be made in advance of placement, and such protective measures shall be taken as quickly as concrete hardening, and finishing operations, will allow.
29. Rate of Temperature Change
    a. Changes in temperature of the air, immediately adjacent to the concrete, during and for the first 24 hours following the curing period, shall be kept as uniform as possible. The rate of change shall not exceed 5 degrees F in any one hour, or 50 degrees F in any 24-hour period.
30. Protection from Mechanical Injury
    a. During the curing period, the concrete shall be protected from damaging mechanical disturbances, such as load stresses, heavy shock, and excessive vibration. Finished concrete surfaces shall be protected from damage by construction equipment, materials, or methods; by application of curing procedures; and, by rain or running water. Self-supporting structures shall not be loaded in such a way as to overstress the concrete.

3.3 TESTING

A. General

1. Conform to the requirements of SECTION 01 45 29 TESTING LABORATORY SERVICES. In addition, testing agencies shall conform to the requirements of ASTM E329.
    a. Concrete and construction operations will be tested and inspected as the Work progresses. Failure to detect any defective Work or materials when originally completed shall not in any way prevent later rejection when such defect is discovered, nor shall it obligate the Owner for final acceptance.
    b. Contractor shall provide all necessary testing services for qualification of proposed materials and procedures, and establishment of mix designs and for verifying that in-place construction meets specification. Contractor shall also provide all necessary testing services for the performance of tests to verify form removal strength of concrete.
    c. Testing services, required to be provided by Contractor, shall be performed by a testing agency approved by Owner. Test reports, including results and interpretation of results, and certification of conformance with specified requirements, shall be transmitted directly from testing agency to the Owner.
    d. Contractor shall provide independent testing services for quality control and for field and laboratory evaluation of materials and for produced concrete. Owner, at its option, will perform secondary independent check-tests of proposed materials, procedure, or placed work for verification purposes. Contractor shall cooperate with Owner by providing access to the Work for any testing and inspection to be performed by the Owner.
    e. When requested by the Owner, the Contractor shall provide a motorized boat with an operator, life jackets, and access to the boat for Owner inspections and testing.

B. Testing Services

1. Qualification of Materials
    a. Cement shall be tested in accordance with ASTM C150 and the requirements specified herein. Manufacturer shall certify testing; and, conformance of the material supplied to the requirements specified.

b. Air-entraining admixture shall be tested in accordance with ASTM C233, as specified in ASTM C260. Tests shall be performed using cement and aggregates to be used in the Work.

c. Water-reducing, retarding, and accelerating admixtures shall be tested in accordance with ASTM C494; including testing for uniformity and equivalence by infrared spectrophotometry. Tests shall be performed using cement and aggregates to be used in the Work.

d. Pozzolanic admixtures, as approved for use by the Owner, shall be tested in accordance with ASTM C6l8. Tests shall be performed using cement and aggregates to be used in the Work. Manufacture shall furnish chemical composition of cement.

e. Water shall be tested in accordance with ACI 318, and the requirements specified.

f. Aggregates shall be tested in accordance with ASTM C33 and the requirements specified.

g. Reinforcing steel shall be tested and certified by manufacturer for compliance with ASTM A615, ASTM A706, ASTM A82, ASTM A185, and ASTM A497, as applicable, and the requirements specified. Contractor shall submit certified mill test reports indicating chemical composition and physical properties of reinforcing steel.

h. As applicable, tests shall be performed to determine chemical and physical properties of welding filler material for use in splicing reinforcing bars by welding. Welding filler material shall be certified for conformance with the requirements of AWS D1.4.

i. The following items shall be tested and certified by manufacturer for conformance with specified requirements:

   1) Form coating material, in accordance with ASTM D1500.

   2) Joint filler, in accordance with ASTM Dl752.

   3) Joint sealer, in accordance with Federal Specification TT-S-227.

   4) Waterstops, in accordance with CRD-C572 and/or ASTM A36 and AWS D1.1, as applicable.

   5) Vapor barrier, in accordance with ASTM D2103.

   6) Sheet materials for concrete curing, in accordance with ASTM C171.

   7) Membrane curing compound, in accordance with ASTM C309.

   8) Additional materials, approved by the Owner for use in the Work, in accordance with applicable specifications.

2. Qualification of Procedures

   a. Mechanical Splices of Reinforcing Bars

      1) Contractor shall conform to the following qualification program for splicing by means of mechanical connectors:

         a) In presence of the Owner, three test splices shall be made for each bar size to be spliced in the Work. The test splices shall be tension in accordance with ASTM A370; both ends of the test specimen shall be full section, as rolled, reinforcing bars. Two splices of each bar size shall be tested to destruction, and one splice of each bar size shall be tested to yield point.

         b) Under the supervision of a representative of the manufacturer, each member of each splicing crew (or each crew if members work as a unit) shall successfully perform a qualification test.

         c) A qualification test shall consist of making two test splices for each of the splice positions (e.g., horizontal, vertical, diagonal) to be used.

         d) Each member of each splicing crew (or each crew if members work as a unit) shall successfully complete at least one qualification test on each of the bar sizes to be spliced. Qualification tests shall be performed at the site of the Work, using materials and procedures to be employed in making production splices.

e) Completed qualification splices shall meet the visual inspection standards specified and shall be tensile tested in accordance with ASTM A370. The tensile strength of each sample tested shall equal or exceed 125 percent of the minimum yield strength specified in ASTM A615 (ASTM A706 welded reinforcing bars); and, the average tensile strength of each group of 15 consecutive samples shall equal or exceed the ultimate tensile strength of the reinforcing bar as specified in ASTM A615 (ASTM A706 welded reinforcing bars).

b. Welded Splices of Reinforcing Bars

1) Contractor shall qualify welders and welding procedures as specified in AWS D1.4. Qualification tests for welded splices shall be performed, and splices tested, as specified.

3. Mix Designs

a. Contractor shall provide the necessary testing services and certifications required for the establishment of mix designs. The use of testing services shall in no way relieve the Contractor of the responsibility for full compliance with the Contract Documents.

b. Adequacy of proportions of the design mix, for each specified compressive strength of concrete, shall be tested in accordance with ASTM C192 and ASTM C39. For each specified mix, two (2) specimens shall be tested at three (3) days and two (2) at seven (7) days; and three (3) specimens shall be tested at 28 days and three (3) at 90 days.

c. Soluble chlorides in concrete shall be determined as specified.

4. Field Testing and Laboratory Testing

a. Contractor shall provide such additional testing services as is required to conform to the requirements of this specification and referenced standards.

b. Quality of concrete supplied in accordance with this Section of the Specification will be determined, by the Owner, based on tests of concrete samples secured and tested during construction.

c. Testing of production concrete will include, but is not limited to, testing each Lot for air content, temperature, slump, water cement ratio, and compressive strength, in accordance with the referenced standards. Perform tests in accordance with FM 5-501, FM 5-578, ASTM C143, ASTM C231, ASTM C1064, ASTM C31 and ASTM C39.

d. A Lot is defined as 50 CY or one day's production, whichever is less, for each mix of concrete that is placed.

e. Contractor shall provide all concrete required for testing purposes and shall provide and maintain adequate facilities for storing and curing concrete test specimens, on the site, for the first 24 hours, as required by ASTM C31.

f. Conformance to concrete strength requirements specified in this Section of the Specification will be based on strength test results as required by ACI 318 for evaluation and acceptance of concrete.

g. If the results of strength tests indicate that concrete already placed does not meet specified requirements, and if so directed by the Owner, Contractor shall perform core tests and/or load tests, as required by ACI 318, and submit test reports to Owner.

h. Contractor shall pay all costs and bear all expenses for testing and analysis necessitated by strength test results indicating deficient concrete.

i. Concrete Work judged, by structural analysis or load test, to be inadequate due to deficient concrete shall be reinforced or replaced, as directed by the Owner, at Contractor's expense.

j. Testing of field cured cylinders to verify concrete strength prior to removal of forms or for other reasons necessitating verification of early strength shall be performed as follows:

1) Contractor shall secure concrete samples in accordance with ASTM C172; a minimum of two (2) specimens from each sample shall be molded and cured in accordance with ASTM C31.

2) Specimens shall be tested in accordance with ASTM C39. The apparent strength of concrete, to be used in computations for form removal, shall be the average of the strengths of the two specimens tested. If one specimen in a test manifests evidence of improper sampling, molding, or testing, it shall be discarded and the strength of the remaining specimen shall be considered the test result.

3) One strength test, as specified, shall be performed for each compressive strength of concrete for which removal of formwork or re-shoring is to be based on concrete reaching a specific strength other than the specified 28-day compressive strength (f'c).

k. Contractor shall provide for such additional testing and inspection services as may be required as a result of changes in materials or proportions requested by Contractor or Owner. Provide these services at no additional cost to the Owner.

l. Contractor shall provide for such additional testing of materials or concrete as may be required by their failure, as evidenced by test or inspection, to meet the requirements of this Section of the Specification. Provide these services at no additional cost to the Owner.

C. Observation

1. The Work to be provided in accordance with this Section of the Specification shall be subject to observation by the Owner at any time(s) during the progress of the Work. Contractor shall provide access and any labor, materials, tools, and equipment required by the Owner to complete observation of the Work as specified herein.
2. Acceptance of structure shall be contingent on the Work meeting all of the requirements of the Contract Documents as indicated by the results of all testing, observation, and other quality assurance procedures required by the Owner.
3. Approval, by the Owner, of any remedial measures shall not be construed to mean approval of the results of such remedies. Modifications resulting from any remedial measures performed shall be subject to the approval of the Owner.
4. Tolerances specified herein for the construction of formwork and the placing of reinforcement are individual maximums and shall not be construed to permit the accumulation of any group of tolerances that will infringe on any of the specified maximums. The Work shall meet all tolerance requirements.

3.4 CLEANING

A. The surfaces of the repaired areas shall be cleaned by mechanical abrasion in order to achieve an acceptable finish. Remove all epoxy runs, drips, splashes, and/or spills.

B. All damage to repaired areas during installation and cleanup shall be corrected by the Contractor, subject to the satisfaction of the Owner, at no additional expense to the Owner.

END OF SECTION 03 30 00

SECTION 03 45 33
PRECAST STRUCTURAL CONCRETE

PART 1 - GENERAL

1.1 SUMMARY OF WORK

A. This Section specifies requirements for furnishing and installing precast/prestressed deck panels, pull boxes, utility vaults and other incidental precast concrete excluding precast/prestressed concrete piles. Requirements for precast member size, reinforcing, and prestressing are provided on the Contract Drawings.

1.2 QUALITY ASSURANCE

A. Company specializing in performing the Work of this Section shall have at least five (5) years minimum experience. Contractor shall identify and furnish references for a minimum of five (5) similar projects involving the installation of precast concrete via the methods proposed by the Contractor for the Work of this Section.

B. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 REFERENCES

A. The latest edition and addenda of the following publications in effect on the date of Contract Award are part of this Specification and, where referred to by title or basic designation only, are applicable to the extent indicated by the specific reference:

1. American Concrete Institute (ACI):
   a. SP-66 ACI Detailing Manual
2. American Society for Testing and Materials (ASTM):
   a. A 416 Steel Strand, Uncoated Seven-Wire for Prestressed Concrete
   b. D 2240 Standard Test Method for Rubber Property – Durometer Hardness
3. Precast/Prestressed Concrete Institute (PCI):
   a. MNL-116 Quality Control for Plants and Production of Structural Precast Concrete Products

B. The Contractor shall conform to the requirements of the above standards and all other Sections of these Specifications, unless otherwise specified herein. In the event of a conflict between these specifications and the referenced standards, the more stringent requirement shall control.

1.4 SUBMITTALS

A. Provide shop drawings in accordance with ACI SP-66. Indicate placement of reinforcing, prestressing strands, lifting devices, drains, water stops, and embedded items. Also indicate support points other than pick-up points, and any other methods of pick-up. Provide a precast panel plan that indicates the location of each panel. Clearly indicate all material types and grades, including the concrete mix, on the shop drawings. The shop drawings shall also indicate strand stress induced by initial prestressing and the required minimum concrete strength at release. Provide certification of a Professional Engineer registered in the State of Florida, that the layout and details of reinforcement and prestressing strands conform to that shown on the Contract Drawings and that lifting and support points shall not damage the precast members.

B. Precast concrete manufacturer’s quality control procedures established in accordance with PCI MNL-116.

C. Product data sheet for prestressing strands with certificate stating that the strands meet the requirements of this Section.

D. Provide all submittals for concrete that will be used for the production of the precast members in accordance with SECTION 03 30 00 CONCRETE.

E. If accelerated curing is utilized, provide temperature logs for all precast members that were cured using accelerated curing for Owner approval prior to delivering the precast members to the project site.

F. Provide product data sheet for bearing pads.

G. Provide product data sheet for pull box covers and frames or other access hatches.

1.5 PRODUCT HANDLING

A. Comply with pertinent provisions of Division 1 of these Specifications.

PART 2 - PRODUCTS

2.1 GENERAL

A. Production of precast members shall conform to the requirements of PCI MNL-116.

2.2 MATERIALS

A. Concrete

1. Concrete for precast members shall conform to the applicable requirements of SECTION 03 30 00 CONCRETE.

2.3 FABRICATION OF PRECAST MEMBERS

A. Formwork

1. Provide forms of metal, braced and stiffened against deformation, accurately constructed, watertight, and supported on unyielding casting beds. Forms shall permit movement of precast panels without damage during release of prestressing force. Select precast panels shall be cast with shear keys as indicated in the Contract Drawings. Make precast members to dimensional tolerances in accordance with PCI MNL-116.

B. Placing and Casting

1. The precast manufacturer's quality control representative shall inspect the size and spacing of reinforcing bars that project above the top of the deck panel to confirm that placement will accommodate the installation of reinforcing and embedments in the cast-in-place concrete topping as shown on the Contract Drawings.
2. For precast, non-prestressed concrete, do not deposit concrete in forms until placement of reinforcement and anchorages have been inspected and approved by the precast manufacturer's quality control representative.
3. Embedments shall be secured so that they remain in proper position during production. Use vibrators with heads smaller than the minimum distance between reinforcing steel and prestressing strands.
4. Convey concrete to formwork in accordance with PCI MNL-116, and as specified herein. Clean conveying equipment thoroughly before each run. During placing, make any free vertical drop of the concrete less than 3 feet. Remove concrete which has segregated in conveying or placing.

2.4 CURING

A. General

1. All precast members shall be cured using moist curing.

B. Moist Curing

1. Moist cure using moist burlap coverings, plastic sheeting, or membrane curing compound until minimum strength to detension is achieved. For non-prestressed concrete members, perform moist curing for a minimum of 7 days.

2.5 PRODUCT QUALITY CONTROL

A. Where precast members are manufactured in a plant with an established quality control program as attested to by a current certification in the PCI “Certification Program for Quality Control” perform product quality control in accordance with PCI MNL-116. There precast members are manufactured by specialists or in plants not currently enrolled in the PCI “Certification Program for Quality Control”, set-up a product quality control system in accordance with PCI MNL-116 and perform concrete quality control testing and submit concrete test results in accordance with SECTION 03 30 00 CONCRETE using an independent commercial testing laboratory.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Prior to erection, and again after installation, precast members shall be checked for damage such as cracking, spalling, and honeycombing. Precast members that are damaged or do not conform to the Contract Documents shall be repaired as replaced at the directed by the Owner at the Contractor’s expense.

3.2 ERECTION

A. Precast members shall be set in-place after the concrete has attained the specified 28-day compressive strength. Install precast members in accordance with the shop drawings and precast manufacturer’s installation instructions. Place concrete members level, plumb, square and in alignment as shown in the Contract Documents.

END OF SECTION 03 45 33

SECTION 03 62 13
NON-METALLIC NON-SHRINK GROUTING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies requirements for non-metallic, non-shrink, cement-based grouting.

1.2 REFERENCES

A. The following is a listing of the publications referenced in this Section:

1. American Society for Testing and Materials (ASTM)
   a. ASTM C 109 Test Method for Compressive Strength of Hydraulic Cement Mortars
   b. ASTM C 191 Standard Test Methods for Time of Setting of Hydraulic Cement by Vicat Needle
   c. ASTM C 827 Test Method for Early Volume Change of Cementitious Mixtures

1.3 JOB CONDITIONS

A. Do not mix or place grout when the ambient temperature is below 40 degrees F or conditions indicate that the ambient temperature will fall below 40 degrees F within 72 hours, unless the areas to be grouted are enclosed and heated in an approved manner or otherwise approved by the Owner.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver grout in the manufacturer's sealed original bags or containers bearing the manufacturer's name and product identification, in a manner to prevent damage by breakage, water or moisture.

B. Store all material on platforms and cover as necessary to protect it from water and moisture.

C. Deliver, protect and handle all tools and equipment in a manner to prevent damage which may make them defective for the purpose for which they are intended.

1.5 SUBMITTALS

A. Submit manufacturer's product data sheet and instructions for handling, storage, mixing, placing, finishing, and curing of the grout.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Grout shall be one of the following or an Owner approved equal:

1. "Sikagrout - 713" - manufactured by Sika USA
2. "Five Star Grout" - manufactured by Five Star Products, Inc.
3. "NS Grout" - manufactured by Euclid Chemical Co.

B. Grout shall be premeasured and prepackaged by the manufacturer, requiring only addition of potable water for mixing.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

A. All surfaces to be in contact with grout shall be clean and free from rust, grease or oil and prepared to the manufacturer’s recommendations.

B. Saturate area to be grouted with water until it is uniformly damp. Remove excess water just before placing grout.

3.2 MIXING

A. All grouting materials shall be 50°F to 80°F (10°C to 27°C) immediately prior to mixing.

B. Mix grout in accordance with manufacturer's written instructions. Mix small quantities with a drill and "jiffy" mixer. Use a paddle type mortar mixer for large jobs.

C. Charge mixing vessel with appropriate amount of clean, potable water for batch size and then add dry grout. Do not exceed water content recommended by manufacturer. Control water content. Do not add admixtures, sand, or cement to grout.

D. Mix for a minimum of 2 to 3 minutes.

E. Check flow.

3.3 PLACEMENT

A. Place grout in accordance with manufacturer's written instructions.

B. For pouring, allow a minimum clearance of 2 inches for entry and 6 inches minimum grout head. On placing side, slope form to assist in grout movement and to prevent trapping air.

C. Place mixed grout immediately and continuously. Use rod or strapping to assist in placement if required.

3.4 FINISHING

A. Finish grout in accordance with manufacturer's written instructions.

B. Pond with water or cover with wet rags, burlap or plastic to prevent premature drying as soon as sheen of water disappears and grout attains initial set.

3.5 CURING

A. Cure grout in accordance with manufacturer's written instructions.

B. Seal all surfaces with two (2) coats of a high solids curing compound. Alternately, keep all surfaces wet with water; covering with burlap or polyethylene for minimum of 72 hours.

3.6 FIELD TESTS

A. Contractor's Owner approved Independent Testing Laboratory shall take and test samples of the grout being placed in accordance with ASTM C 109, C 191 and C 827. Contractor shall provide site access and facilitate the work and sampling of the Independent Testing Laboratory.

B. The Owner, at its option, may perform independent sampling and testing for verification purposes; Contractor shall provide material for test purposes and shall accommodate Owner's testing agent.

C. In the event that tests of the grout placed reveal any failure to meet requirements of this Section, the Owner shall require removal and replacement of all portions of grout from the batch from which the sample was taken and the discontinuance of grouting until the Contractor has demonstrated to the satisfaction of the Owner that the causes for failure have been corrected.

END OF SECTION 03 62 13

SECTION 05 05 23
WELDING

PART 1 - GENERAL

1.1 SUMMARY OF WORK

A. This Section defines the requirements for furnishing all equipment, materials, and labor to provide welded connections where shown in the Contract Drawings, as specified herein, and as needed for a complete and proper execution of the Work.

B. Contractor shall complete the following Work:

1. Provide all labor, tools, material, and equipment.
2. Prepare the areas as required.
3. Provide all required tests and inspections.
4. Surface preparation and field touch-up. Any filling and grinding as required to conform to the tolerances specified.
5. Coordinate all work with other trades.
6. Furnish all required submittals
7. Comply with pertinent provisions of Division 1 of the Specifications.

1.2 QUALITY ASSURANCE

A. Company specializing in performing the Work of this Section shall have at least five (5) years minimum experience.

B. Use adequate number of skilled workmen who are qualified and approved by the Owner to perform welding and are completely familiar with the specified requirements and the methods needed for proper performance of the Work.

C. Provide certified welding inspectors and perform testing as specified herein.

1.3 REFERENCES

A. The following is a list of standards which may be referenced in this section. Latest release shall be used, unless stated otherwise.

1. American Society of Nondestructive Testing (ASNT): SNT-TC-IA, Recommended Practice
2. American Welding Society (AWS):
   a. B2.1 Standard for Welding Procedure and Performance Qualification
   b. D1.1 Structural Welding Code - Steel
   c. D1.2 Structural Welding Code - Aluminum
   d. D1.4 Structural Welding Code - Reinforcing Steel
   e. D1.6 Structural Welding Code - Stainless Steel
   f. QC-1 Standard for AWS Certification of Welding Inspectors
3. American Society of Mechanical Engineers (ASME):
   a. BPVC SEC V Nondestructive Examination
   b. BPVC SEC IX Welding and Brazing Qualifications
4. Ductile Iron Pipe Research Association (DIPRA)
   a. Field Welding and Cutting Ductile Iron Pipe.

1.4 SUBMITTALS

A. Procedures:

1. Shop and field welding procedures including the type of equipment to be used, electrode selection, preheat requirements, base materials, and joint details.

2. Procedure qualification records.
3. Welding Documentation: Submit on appropriate forms in referenced welding codes.
4. Nondestructive testing procedure specifications prepared in accordance with ASME BPVC SEC V.

B. Qualifications:

1. Welder/welding operator qualifications:
   a. Prior to welding, submit certification for each welder stating the type of welding and positions qualified for, the code and procedure qualified under, date qualified, and the firm and Certified Weld Inspector (CWI) name and CWI number certifying the qualification tests. If the qualification date of the welding operator is more than one year old, the welding operator's qualification certificate shall be accompanied by a current certificate by the welder attesting to the fact that he has been engaged in welding since the date of certification, with no break in welding service greater than 6 months.
2. Welding inspector credentials.
3. Testing agency personnel credentials.

C. Reports and Records:

1. Welding Inspector’s Report with test results.

1.5 QUALIFICATIONS

A. Welding Procedure Specifications (WPSs): In accordance with the governing AWS code for the material being welded.

B. Welder/Welding Operator Qualifications (WPQs): In accordance with the governing AWS code for the material being welded.

C. Welding Inspector: Certified in accordance with AWS QC1, and having prior experience with the governing welding codes specified.

D. Testing Agency: Personnel performing tests shall be NOT Level II Certified in accordance with ASNT SNT-TC-1A.

1.6 SEQUENCING AND SCHEDULING

A. All submittals required in this Section shall be submitted and approved prior to commencement of welding operations.

PART 2 - PRODUCTS

2.1 GENERAL

A. Provide all welding equipment, welding electrodes and rods, welding wire and fluxes capable of producing satisfactory welds when used by a qualified welder or welding operator performing qualified welding procedures.

2.2 ELECTRODES

A. Welding of crane tie-down assemblies shall be performed with low hydrogen E110 electrodes. Low hydrogen E60 electrodes shall be used when the yield strength of the material being welded is equal to or less than 36,000 psi. When the yield strength of the material being welded exceeds 36,000 psi, low hydrogen E70 electrodes shall be used. Electrodes shall be suitable for their intended use as indicated in the applicable AWS code.

PART 3 - EXECUTION

3.1 GENERAL

A. Welding and Fabrication by Welding: Conform to governing welding codes referenced in the attached Welding and Nondestructive Testing Table.

3.2 NONDESTRUCTIVE WELD TESTING REQUIREMENTS

A. All testing shall be performed by a contractor procured, third party Independent Testing Laboratory qualified in accordance with the applicable code requirements for the type of testing to be performed. Testing shall be performed prior to coating or galvanizing.

B. Perform all nondestructive testing in accordance with the governing AWS code for the material being welded.

C. Visual Inspection: All welds shall be 100 percent visually inspected.

D. Perform nondestructive testing (NDT) of welds at frequency indicated in the attached table or in accordance with the governing AWS code for the material being welded, whichever is more restrictive.

3.3 SOURCE QUALITY CONTROL

A. A certified welding inspector (CWI) shall be present whenever shop welding is performed and shall:

1. Verify conformance of specified job material and proper storage.
2. Monitor conformance with approved welding procedure specifications (WPSs).
3. Monitor conformance of welder/welding operator qualifications (WPQs).
4. Provide 100 percent visual inspection of all welds.
5. Supervise nondestructive testing personnel and evaluate test results.
6. Maintain records and prepare report confirming results of inspection and testing.

3.4 FIELD QUALITY CONTROL

A. The certified welding inspector (CWI) shall be present whenever field welding is performed and shall:

1. Verify conformance of specified job material and proper storage.
2. Monitor conformance with approved welding procedure specifications (WPSs).
3. Monitor conformance of welder/welding operator qualification (WPQs).
4. Provide 100 percent visual inspection of all welds.
5. Supervise nondestructive testing personnel and evaluate test results.
6. Maintain records and prepare report confirming results of inspection and testing.

3.5 WELD DEFECTS REPAIR

A. Repair and retest rejectable weld defects until sound weld metal has been deposited in accordance with appropriate welding codes.

3.6 NONDESTRUCTIVE TESTING

A. Perform nondestructive testing in accordance with Table 1 of this section:

Table 1 –Welding and Nondestructive Testing Requirements

Specification Section (Weld Location)	Governing Welding Codes or Standards	Submit Welding Procedure Spec.	Submit Welder / Welding Operator Qual.	Onsite/In-shop Welding Inspector Req'd	Submit Written Non-destructive Testing Procedure Specifications	Nondestructive Testing Requirements

03 30 00 Concrete (reinforcing splices)	AWS D1.4 Structural Welding Code – Reinforc-ing Steel	Yes	Yes	Yes	Yes	100% VT and 50% MT of all reinforcing splices
05 60 00 Miscellane-ous Metal Fabrications (all welds for steel weld-ments)	AWS D1.1 Structural Welding Code - Steel	No	Yes	No	No	100% VT and 100% UT of all groove, butt and full pene-tration welds; 10% MT of all fillet welds
34 11 00 Railroad Track and Accessories (rail splice welds)	AWS D1.1 Structural Welding Code - Steel	Yes	Yes	Yes	Yes	100% VT, 50% MT all fillet welds, 100% UT of rail splice welds
UT – Ultrasonic testing RT – Radiographic testing MT – Magnetic particle testing VT – Visual testing						

END OF SECTION 05 05 23

SECTION 05 50 00
MISCELLANEOUS METAL FABRICATIONS

PART 1 - GENERAL

1.1 SUMMARY OF WORK

A. This Section specifies requirements for furnishing and installing miscellaneous metal fabrications shown on the Contract Drawings.

1.2 QUALITY ASSURANCE

A. Company specializing in performing the Work of this Section shall have at least five (5) years minimum experience in the steel fabrication.

B. Use adequately skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 REFERENCES

A. The latest edition and addenda of the following publications in effect on the date of Contract Award are part of this Specification and, where referred to by title or basic designation only, are applicable to the extent indicated by the specific reference:

1. American National Standards Institute
   a. ANSI B 18.22.1 Plain Washers
2. American Society for Testing and Materials (ASTM):
   a. ASTM A 29 General Requirements for Steel Bars, Carbon and Alloy, Hot-Wrought
   b. ASTM A 36 Carbon Structural Steel
   c. ASTM A 53 Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
   d. ASTM A 108 Steel Bars, Carbon and Alloy, Cold-Finished
   e. ASTM A 123 Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
   f. ASTM A 153 Zinc Coating (Hot-Dip) on Iron and Steel Hardware
   g. ASTM A 276 Stainless Steel Bars and Shapes
   h. ASTM A 307 Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength
   i. ASTM A 322 Steel Bars, Alloy, Standard Grades
   j. ASTM A 500 Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
   k. ASTM A 514 High-Yield-Strength, Quenched and Tempered Alloy Steel Plate, Suitable for Welding
   l. ASTM A 563 Specification for Carbon and Alloy Steel Nuts
   m. ASTM A 572 High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
   n. ASTM A 666 Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar
   o. ASTM A 722 Uncoated High-Strength Steel Bars for Prestressing Concrete
   p. ASTM A 780 Practice for Repair of Damaged Hot-Dip Galvanized Coatings
   q. ASTM A 992 Structural Steel Shapes
   r. ASTM B 209 Aluminum and Aluminum-Alloy Sheet and Plate
   s. ASTM D 1187 Asphalt-Base Emulsions for Use as Protective Coatings for Metal
   t. ASTM E 488 Test Method for Strength of Anchors in Concrete and Masonry Elements
   u. ASTM F 436 Hardened Steel Washers
   v. ASTM F 593 Stainless Steel Bolts, Hex Cap Screws and Studs.

w. ASTM F 594 Stainless Steel Nuts

x. ASTM F 1554 Anchor Bolts, Steel, 36, 55, and 105 ksi Yield Strength

1.4 QUALITY ASSURANCE

A. Fabricator Qualifications

1. Firm experienced in producing metal fabrications similar to those indicated for Work of this Contract with a record of successful in-service performance, and with sufficient production capacity to produce required units without delaying the Work.

B. Welding Requirements and Standards

1. Comply with requirements of specification Section 05 05 23 WELDING

1.5 SUBMITTALS

A. Product Data

1. Materials list of items proposed to be provided under this Section.

B. Shop Drawings

1. Provide shop drawings that show the fabrication and installation of all miscellaneous metal fabrications including, but not limited to, those listed below. Indicate size, type (by ASTM designation), strength and finish of all materials.
   a. Armor angles
   b. Inlet lifting bars
   c. Pipe penetration plates
   d. Expansion joint plates
   e. Expansion joint anchors

C. Qualifications

1. Provide qualifications submittals required per SECTION 05 05 23 WELDING.

D. Reports and Records

1. Provide reports and records submittals required per SECTION 05 05 23 WELDING.

1.6 PRODUCT HANDLING

A. Contractor shall deliver all tools, materials and equipment to job site. Store in a secure location, as approved by the Owner, to prevent damage.

B. Surfaces of all miscellaneous steel items shall be free of weld spatter, grease, oils, and other deleterious substances. Materials shall be furnished free of surface damage from handling or corrosion, and shall not have incurred distortion or other damage.

C. Care must be exercised to avoid abrasions to galvanized and conventional paint coatings. Repair or replace damaged coatings and damaged material to the satisfaction of the Owner at no additional cost to the Owner.

D. Material shall be stored out of mud, dirt and standing water.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Structural Shapes

1. Steel Angle: ASTM A 36 or ASTM A 572 Grade 42 or 50
2. Stainless Steel Angle: ASTM A 276, Type 316L
3. Steel Channel: ASTM A 36 or ASTM A 572 Grade 42 or 50
4. Steel HP Shape: ASTM A 572, Grade 50

B. Miscellaneous Plate

1. Steel Plate: ASTM A 572, Grade 50
2. Stainless Steel Plate: ASTM A 666, Type 316L

C. Ferrous Hardware

1. Heavy Hex Nuts: ASTM A 563
2. Washers: ASTM F 436
3. Ferrous hardware shall be hot-dip galvanized in accordance with ASTM A 153.

D. Stainless Steel Hardware

1. Bolts: ASTM F 593, Type 316
2. Rods: ASTM A 276, Type 316L
3. Hex Nuts: ASTM F 593, Type 316L
4. Washers: ANSI B18.22.1, Type 316

E. Headed Studs

1. ASTM A 108, minimum 50 ski yield strength and 60 ksi minimum tensile strength.

F. Epoxy Adhesive for Anchor Bolts

1. When a specific anchor bolt epoxy adhesive is noted on the Contract Drawings and the Contractor desires to make a substitution, the Contractor's proposed epoxy adhesive shall provide and anchor bolt with an equivalent or greater allowable tension and shear capacity as the anchor bolt that uses the specifically noted epoxy adhesive on the Contract Drawings. Additional anchor bolt length that is required to obtain the equal or greater allowable load capacity shall be at the Contractor's expense.

2.2 FABRICATION

A. Use materials of size and thickness shown on the Contract Drawings or specified in the Section. If not shown, use materials of size and thickness as required to produce strength and durability in finished product for use intended. Work to dimensions shown on the Contract Drawings or Owner reviewed shop drawings, using proven details of fabrication and support.

B. Form exposed Work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32 inch unless otherwise shown. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing Work.

C. Weld corners and seams continuously, complying with recommendations in Specification Section 05 05 23 WELDING as applicable. At exposed connections, grind exposed welds smooth and flush to match and blend with adjoining surfaces.

D. Hot-dip galvanize steel fabrication in accordance with ASTM A 123 after fabrication.

E. Fabricate joints which will be exposed to weather in a manner to exclude water or provide weep holes where water may accumulate.

F. Shop Assembly:

1. Preassemble items in shop to the greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly match mark units for reassembly and coordinated installation.

PART 3 - EXECUTION

3.1 PREPARATION

A. Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, such as concrete inserts, sleeves, anchor bolts and miscellaneous items having integral anchors, which are to be embedded in concrete. Coordinate delivery of such items to the site of the Work.

3.2 INSTALLATION

A. Install metal fabrications as indicated in the Contract Drawings. Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications in the finished work.

B. Where dissimilar metals are in contact, protect surface with a coat of alkyd, corrosion-inhibiting, lead and chromate free paint. Where aluminum is in contact with concrete, coat the aluminum with an asphalt-based emulsion that conforms to ASTM D 1187.

C. Tie-back rods shall not be subjected to the heat of a torch or welding or used for grounding. Tie-back rods exposed to these conditions shall be removed and replaced to new tie-back rods at no additional expense to the Owner. Field cutting of tie-back rods shall be performed with an abrasive wheel or band saw.

3.3 REPAIR OF DAMAGED COATINGS

A. Painted Surfaces: Immediately after installation of miscellaneous steel fabrication to remain as part of the finished Work, clean field welds and abraded areas of shop paint, and paint exposed areas as directed by the manufacturer of the shop painted system. The total dry film thickness of touch-up painted areas shall not be less than remaining shop painted system.

B. Galvanized Surfaces: Clean field welds and abraded areas and apply two (2) coats of a brush-on zinc-rich galvanizing repair paint that conforms to ASTM A 780.

END OF SECTION 05 50 00

SECTION 09 96 00
HIGH PERFORMANCE INDUSTRIAL COATINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. High performance industrial coatings (HPIC).
2. Any other coating, thinner, accelerator, inhibitor, etc., specified or required as part of a complete System specified in this Specification Section.
3. Minimum surface preparation requirements.

B. Related Specification Sections include but are not necessarily limited to:

1. Section 40 05 01 - Common Work Results for Process Piping.

1.2 QUALITY ASSURANCE

A. Referenced Standards:

1. ASTM International (ASTM):
   a. B499, Standard Test Method for Measurement of Coating Thicknesses by the Magnetic Method: Nonmagnetic Coatings on Magnetic Basis Metals.
   b. D3359, Standard Test Methods for Rating Adhesion by Tape Test.
   c. D4414, Standard Practice for Measurement of Wet Film Thickness by Notch Gages.
   d. D4541, Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers.
   e. D6132, Standard Test Method for Nondestructive Measurement of Dry Film Thickness of Applied Organic Coatings Using an Ultrasonic Gage.
   f. D6677, Standard Test Method for Evaluating Adhesion by Knife.
   g. D7091, Standard Practice for Nondestructive Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to Ferrous Metals and Nonmagnetic, Nonconductive Coatings Applied to Non-Ferrous Metals.
   h. D7234, Standard Test Method for Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers.
   i. E337, Standard Test Method for Measuring Humidity with a Psychrometer (the Measurement of Wet- and Dry-Bulb Temperatures).
2. Environmental Protection Agency (EPA).
3. NACE International (NACE).
4. National Association of Pipe Fabricators (NAPF):
   a. 500-03, Surface Preparation Standard for Ductile Iron Pipe and Fittings in Exposed Locations Receiving Special External Coatings and/or Special Internal Linings:
      1) 500-03-04, Abrasive Blast Cleaning for Ductile Iron Pipe.
      2) 500-03-05, Abrasive Blast Cleaning for Cast Ductile Iron Fittings.
5. NSF International (NSF).
   a. 61, Drinking Water System Components - Health Effects.
6. The Society for Protective Coatings (SSPC):
   a. PA 2, Procedure for Determining Conformance to Dry Coating Thickness Requirements.
   b. SP 1, Solvent Cleaning.
   c. SP 2, Hand Tool Cleaning.
   d. SP 3, Power Tool Cleaning.

e. SP 16, Brush-off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals.

7. The Society for Protective Coatings/ NACE International (SSPC/ NACE):
   a. SP 5/ NACE No. 1, White Metal Blast Cleaning
   b. SP 6/ NACE No. 3, Commercial Blast Cleaning.
   c. SP 7/ NACE No. 4, Brush-off Blast Cleaning.
   d. SP 10/ NACE No. 2, Near-White Blast Cleaning.
   e. SP 13/ NACE No. 6, Surface Preparation of Concrete.

B. Qualifications:

1. Coating manufacturer's technical representative shall be a NACE Certified Coatings Inspector, Level 3 minimum.
2. Applicators shall have minimum of 10 years of experience in application of similar products on similar project.
   a. Provide references for minimum of three different projects completed in last five years with similar scope of work.
   b. Include name and address of project, size of project in value (coating) and contact person.
3. NACE inspector shall be NACE Certified Coatings Inspector Level 3 minimum and shall have minimum of five years of experience of conducting inspections and tests as indicated in this Specification Section.

C. Miscellaneous:

1. Furnish coating through one manufacturer unless noted otherwise.

D. Deviation from specified MIL thickness or product type is not allowed without written authorization of Engineer.

E. Material shall not be thinned unless approved, in writing, by coating manufacturer's technical representative.

1.3 DEFINITIONS

A. Applicator:

1. Applicator is the person actually installing or applying the product in the field, at the Project site, or at an approved shop facility.

B. Approved Factory Finish: Finish on a product in compliance with the finish specified in the Specification Section where the product is specified.

C. Outdoor Atmosphere or Surface: Outdoor atmosphere or surface exposed to weather and/or direct sunlight.

D. Holiday:

1. A void, crack, thin spot, foreign inclusion, or contamination in the coating that significantly lowers the dielectric strength of the coating.
2. May also be identified as a discontinuity or pinhole.

E. HPIC: High performance industrial coatings.

1. Epoxies, urethanes, vinyl ester, waterborne vinyl acrylic emulsions, acrylates, silicones, alkyds, acrylic emulsions and any other coating listed as a HPIC.

F. Indoor Atmosphere or Surface: Indoor atmosphere or surface not exposed to weather and/or direct sunlight.

G. Immersion Service:

1. Any surface immersed in water or some other liquid.

2. Surface of any pipe, valve, or any other component of the piping system subject to frequent wetting.
3. Surfaces within two feet above high water level in water bearing structures.

H. Piping System: Pipe, valves, fittings and accessories.

I. Surface Hidden from View:

1. Within pipe chases.
2. Between top side of ceilings and underside of floor or roof structures above.

1.4 SUBMITTALS

A. Certifications:

1. Applicator experience qualifications.
   a. No submittal information will be reviewed until Engineer has received and approved applicator qualifications.
2. Certification that High Performance Coating Systems proposed for use have been reviewed and approved by a NACE Certified Coatings Inspector employed by the coating manufacturer.
   a. Submittals not including this certification will be returned without review.

B. Shop Drawings:

1. Product technical data including:
   a. Acknowledgement that products submitted meet requirements of standards referenced.
   b. Manufacturer's surface preparation instructions.
   c. Manufacturer's application instructions.
   d. If products being used are manufactured by Company other than listed in the MATERIALS Article of this Specification Section, provide complete individual data sheet comparison of proposed products with specified products including:
      1) Application procedure.
      2) Coverage rates.
      3) Certification that product is designed for intended use and is equal or superior to specified product.
   e. Contractor's written plan of action for containing airborne particles created by blasting operation and location of disposal of spent contaminated blasting media.
   f. Coating manufacturer's recommendation on abrasive blasting.
   g. Coating manufacturer's technical representative's written statement attesting that applicator has been instructed on proper preparation, mixing and application procedures for coatings specified.
   h. Manufacturer's recommendation for universal barrier coat.
   i. Manufacturer's recommendation for providing temporary or supplemental heat or dehumidification or other environmental control measures.
2. Manufacturer's statement regarding applicator instruction on product use.

C. Informational Submittals:

1. Approval of application equipment.
2. Applicator's daily records:
   a. Submit daily records at end of each week in which coating work is performed unless requested otherwise by Engineer's on-site representative.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver in original containers, labeled as follows:

1. Name or type number of material.

2. Manufacturer's name and item stock number.
3. Contents, by volume, of major constituents.
4. Warning labels.
5. VOC content.

B. Store materials in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 degrees F.

1.6 PROJECT CONDITIONS

A. Verify that atmosphere in area where coating is to take place is within coating manufacturer's acceptable temperature, humidity and sun exposure limits.

1. Provide temporary heating, shade and/or dehumidification as required to bring area within acceptable limits.
   a. Provide temporary dehumidification equipment properly sized to maintain humidity levels required by coating manufacturer.
   b. Provide clean heat with heat exchanger type equipment sufficient in size to maintain temperature on a 24 hour basis.
      1) Vent exhaust gases to outdoor environment.
      2) No exhaust gases shall be allowed to vent into the space being coated or any adjacent space.
2. Do not apply coatings in snow, rain, fog or mist.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:

1. High Performance Industrial Coatings:
   a. Carboline Protective Coatings.
   b. PPG.
   c. The Sherwin-Williams Company.
   d. Tnemec.

2.2 MATERIALS

A. Coatings shall comply with the VOC limits of EPA.:

B. For unspecified materials such as thinner, provide manufacturer's recommended products.

C. High Performance Industrial Coatings:

COATING CODE	GENERIC DESCRIPTION	MANUFACTURER	
		TNEMEC	SHERWIN WILLIAMS
AAP	Aliphatic Acrylic Polyurethane	Series 1095 Endurashield	Acrolon Ultra
MPE	Multi-Purpose Epoxy	Series N69 Hi-Build Epoxoline II	Macropoxy 646
STEP	Surface-Tolerant Epoxy Primer	Series 135 Chembuild	Macropoxy 646

2.3 COATING SYSTEMS:

A. The following tables indicate coating systems by material and environment unless a specific application is indicated.

B. Ductile Iron Piping:

Environment/ Application	Surface Preparation	Prime Coat	Intermediate Coats	Finish Coat
Indoor atmospheric	Pipe: NAPF 500-03-04 Fittings: NAPF 500-03-05	3.0 to 4.0 mil MPE	3.0 to 4.0 mil MPE	3.0 to 4.0 mil MPE
Outdoor atmospheric	Pipe: NAPF 500-03-04 Fittings: NAPF 500-03-05	3.0 to 4.0 mil MPE	3.0 to 4.0 mil MPE	2.5 to 3.5 mil AAP

C. Cast Iron Piping:

Environment/ Application	Surface Preparation	Prime Coat	Intermediate Coats	Finish Coat
Indoor atmospheric	SSPC-SP 1	4.0 to 6.0 mil STEP	2.0 to 3.0 mil MPE	2.0 to 3.0 mil MPE
Outdoor atmospheric	SSPC-SP 1	4.0 to 6.0 mil STEP	2.0 to 3.0 mil MPE	2.5 to 3.5 mil AAP

PART 3 - EXECUTION

3.1 ITEMS TO BE COATED

A. Outdoor Surfaces, including but not limited to:

1. Piping, valves, fittings, hydrants and supports:
   a. Outdoor Atmospheric (above grade).
   b. Indoor Atmospheric (above grade).

3.2 ITEMS NOT TO BE COATED

A. General: Do not coat items listed in this Article, unless noted otherwise.

B. Items with Approved Factory Finish: These items may require repair of damaged coated areas or coating of welded connections.

C. Electrical Equipment.

D. Moving parts of mechanical and electrical units where coating would interfere with the operation of the unit.

E. Code labels, equipment identification or rating plates and similar labels, tagging and identification.

F. Contact surfaces of friction-type structural connections.

G. Stainless Steel Surfaces, except:

1. Dissimilar metals in immersion service.
2. Piping where specifically noted to be coated.
3. Banding as required to identify piping.

H. Aluminum Surfaces, except:

1. Where specifically shown in the Contract Documents.
2. Where in contact with concrete.
3. Where in contact with dissimilar metals.
4. Appurtenant surfaces as described in the ITEMS TO BE COATED article.

I. Fiberglass Surfaces, except:

1. Fiberglass piping where specifically noted to be coated.
2. Piping supports where specifically noted to be coated.
3. Appurtenant surfaces as described in the ITEMS TO BE COATED article.

J. Mechanical piping scheduled to be insulated.

K. Interior of Pipe, Ductwork, and Conduits.

1. See Division 40 for pipe linings.

L. Galvanized Steel Items, unless specifically noted to be coated.

3.3 PREPARATION

A. General:

1. Prepare surfaces to be coated in accordance with coating manufacturer's instructions and this Specification Section unless noted otherwise in this Specification Section.
    a. Where discrepancy between coating manufacturer's instructions and this Specification Section exists, the more stringent surface preparation shall be provided unless approved otherwise, in writing, by the Engineer.
2. Remove all dust, grease, oil, compounds, dirt and other foreign matter which would prevent bonding of coating to surface.
3. Adhere to manufacturer's recoat time surface preparation requirements.
    a. Surfaces that have exceeded coating manufacturer's published recoat time and/or have exhibited surface chalking shall be prepared prior to additional coating in accordance with manufacturer's published recommendations.
        1) Minimum SSPC-SP 7/ NACE No. 4 unless otherwise approved by Engineer.

B. Protection:

1. Protect surrounding surfaces not to be coated.
2. Remove and protect hardware, accessories, plates, fixtures, finished work, and similar items; or provide ample in-place protection.
3. Protect code labels, equipment identification or rating plates and similar labels, tagging and identification.

C. Prepare and coat before assembly all surfaces which are inaccessible after assembly.

D. Ferrous Metal:

1. Prepare ductile iron pipe in accordance with pipe manufacturer's recommendations and NAPF.
    a. All piping, pumps, valves, fittings and any other component used in the water piping system that requires preparation for coating shall be prepared in accordance with requirements for immersion service.
    b. Prepare all areas requiring patch coating in accordance with recommendations of manufacturer and NAPF.

c. Remove bituminous coating per piping manufacturer, coating manufacturer and NAPF recommendations.
    1) The most stringent recommendations shall apply.
2. Complete fabrication, welding or burning before beginning surface preparation.
    a. Chip or grind off flux, spatter, slag or other laminations left from welding.
    b. Remove mill scale.
    c. Grind smooth rough welds and other sharp projections.
3. Solvent clean in accordance with SSPC-SP 1.
4. Restore surface of field welds and adjacent areas to original surface preparation.

E. Preparation by Abrasive Blasting:

1. Schedule the abrasive blasting operation so blasted surfaces will not be wet after blasting and before coating.
2. Provide compressed air for blasting that is free of water and oil.
    a. Provide accessible separators and traps.
3. Protect nameplates, valve stems, rotating equipment, motors and other items that may be damaged from blasting.
4. All abrasive-blasted ferrous metal surfaces shall be inspected immediately prior to application of coatings.
    a. Inspection shall be performed to determine cleanliness and profile depth of blasted surfaces and to certify that surface has been prepared in accordance with these Specifications.
    b. Surface preparation shall be approved in writing by NACE coatings inspector.
5. Perform additional blasting and cleaning as required to achieve surface preparation required.
    a. Re-blast surfaces not meeting requirements of these Specifications.
    b. Prior to coating, re-blast surfaces allowed to set overnight and surfaces that show rust bloom.
    c. Surfaces allowed to set overnight or surfaces which show rust bloom prior to coating shall be re-inspected prior to coating application.
6. Profile depth of blasted surface: Not less than 1 mil or greater than 2 mils unless required otherwise by coating manufacturer.
7. Ensure abrasive blasting operation does not result in embedment of abrasive particles in coating.
8. Confine blast abrasives to area being blasted.
    a. Provide shields of polyethylene sheeting or other such barriers to confine blast material.
    b. Plug pipes, holes, or openings before blasting and keep plugged until blast operation is complete and residue is removed.
9. Abrasive blasting media may be recovered, cleaned and reused providing Contractor submits, for Engineer's review, a comprehensive recovery plan outlining all procedures and equipment proposed in reclamation process.
10. Properly dispose of blasting material contaminated with debris from blasting operation.

3.4 APPLICATION

A. General:

1. Thin, mix and apply coatings by brush, roller, or spray in accordance with manufacturer's installation instructions.
    a. Application equipment must be inspected and approved in writing by coating manufacturer.
2. Temperature and weather conditions:

a. Do not coat surfaces when surface temperature is below 50 degrees F unless product has been formulated specifically for low temperature application and application is approved in writing by Engineer and coating manufacturer's technical representative.
b. Avoid coating surfaces exposed to hot sun.
c. Do not coat damp surfaces.
d. Apply coating to concrete or masonry surfaces in descending temperatures, in accordance with coating manufacturer's application instructions.

3. Apply materials under adequate illumination.
4. Provide complete coverage to MIL thickness specified.
   a. Thickness specified is dry MIL thickness.
5. Evenly spread to provide full, smooth coverage.
   a. All coating systems are "to cover."
      1) In situations of discrepancy between manufacturer's square footage coverage rates and MIL thickness, MIL thickness requirements govern.
   b. When color or undercoats show through, apply additional coats until coating is of uniform finish and color.
   c. Finished coating system shall be uniform and without voids, bugholes, holidays, laps, brush marks, roller marks, runs, sags or other imperfections.
6. If so directed by Engineer, do not apply consecutive coats until Engineer has had an opportunity to observe and approve previous coats.
7. Work each application of material into corners, crevices, joints, and other difficult to work areas.
8. Provide coating manufacturer’s recommended details at all terminations, penetrations, embedments, cracks, joints and changes in substrate direction.
9. Avoid degradation and contamination of blasted surfaces and avoid inter-coat contamination.
   a. Clean contaminated surfaces before applying next coat.
   b. Intercoat surface cleanliness shall be inspected and approved by the Engineer prior to application of each coat.
10. Smooth out runs or sags immediately, or remove and recoat entire surface.
11. Allow preceding coats to dry before recoating.
    a. Recoat within time limits specified by coating manufacturer.
    b. If recoat time limits have expired re-prepare surface in accordance with coating manufacturer's printed recommendations.
12. Allow coated surfaces to cure prior to allowing traffic or other work to proceed.
13. Coat all aluminum in contact with dissimilar materials.
14. When coating rough surfaces which cannot be backrolled sufficiently, hand brush coating to work into all recesses provided that the maximum DFT is not exceeded.
15. Backroll surfaces if coatings are spray applied.

B. Prime Coat Application:

1. Prime all surfaces indicated to be coated.
   a. Apply prime coat in accordance with coating manufacturer's written instructions and as written in this Specification Section.
2. Prime ferrous metals embedded in concrete to minimum of 1 inch below exposed surfaces.
3. Apply zinc-rich primers while under continuous agitation.
4. Brush or spray bolts, welds, edges and difficult access areas with primer prior to primer application over entire surface.
5. Touch up damaged primer coats prior to applying finish coats.
   a. Restore primed surface equal to surface before damage.

6. All surfaces of steel lintels and steel components of concrete lintels used in wall construction shall be completely coated with both prime and finish coats prior to placing in wall.

C. Finish Coat Application:

1. Apply finish coats in accordance with coating manufacturer's written instructions and in accordance with this Specification Section; manufacturer instructions take precedent over these Specifications.
2. Touch up damaged finish coats using same application method and same material specified for finish coat.
    a. Prepare damaged area in accordance with the PREPARATION Article of this Specification Section.

3.5 COLOR CODING

A. Color code piping in accordance with the SCHEDULE Article of this Specification Section.

3.6 FIELD QUALITY CONTROL

A. Application Deficiencies:

1. Surfaces showing runs, laps, brush marks, telegraphing of surface imperfections or other defects will not be accepted.
2. Surfaces showing evidence of fading, chalking, blistering, delamination or other defects due to improper surface preparation, environmental controls or application will not be accepted.
    a. Epoxy surfaces showing evidence of chalking or amine blush shall be prepared and recoated as follows:
        1) Solvent clean surfaces in accordance with SSPC-SP1 and abrasive blast in accordance with SSPC-SP7/ NACE No. 4.
        2) Recoat with intermediate and finish coats in accordance with coating system specified herein.

B. Provide protection for coated surfaces.

1. Surfaces showing soiling, staining, streaking, chipping, scratches, or other defects will not be accepted.

C. Instrumentation:

1. Provide instrumentation as necessary to measure and record atmospheric and substrate conditions, including but not limited to:
    a. Dry Film Thickness Gauge:
        1) Ultrasonic: ASTM D6132.
        2) Magnetic: ASTM B499.
    b. Wet Film Thickness Gauge: ASTM D4414.
    c. Sling Psychrometer: ASTM E337.
    d. Surface Temperature Gauge.
    e. Anemometer.
    f. Moisture Meter.
    g. Adhesion test apparatus:
        1) Steel: ASTM D4541.
        2) Concrete: ASTM D7234.

D. Maintain Daily Records:

1. Record the following information during application:
    a. Date, starting time, end time, and all breaks taken by applicators.
    b. Air temperature.

c. Relative humidity.
d. Dew point.
e. Moisture content and pH level of concrete or masonry substrates prior to coating.
f. Surface temperature of substrate.
g. Provisions utilized to maintain work area within manufacturer's recommended application parameters including temporary heating, ventilation, cooling, dehumidification and provisions utilized to mitigate wind-blown dust and debris from contaminating the wet coating.
h. For outdoor coating, also record:
1) Sky condition.
2) Wind speed and direction.
i. Record environmental conditions, substrate moisture content and surface temperature information not less than once every 4 hours during application.
1) Record hourly when temperatures are below 50 degrees F or above 100 degrees F.

2. Record the following information daily for the coating manufacturer's recommended curing period:
a. Date and start time of cure period for each item or area.
b. For outdoor coating, also record:
1) Sky conditions.
2) Wind speed and direction.
3) Air temperature.
a) Dry Bulb.
b) Wet Bulb.
4) Relative humidity.
5) Dew point.
6) Surface temperatures.
c. Record environmental conditions not less than once every 4 hours.
1) Record hourly when temperatures are below 50 degrees F or above 100 degrees F.
d. Provisions utilized to protect each item or area and to maintain areas within manufacturer's recommended curing parameters.
3. Format for daily record to be computer generated.

E. Provide wet paint signs.

3.7 CLEANING

A. Clean coating spattered surfaces.
1. Use care not to damage finished surfaces.

B. Upon completion of coating, replace hardware, accessories, plates, fixtures, and similar items.

C. Remove surplus materials, scaffolding, and debris.

3.8 COLOR SCHEDULE

A. Pipe Bollards: Safety Yellow.

B. Fire and Flush Hydrants: Coating colors above grade shall conform to the requirements of the local Fire Department or Authority Having Jurisdiction (AHJ).

C. Piping:
1. Potable Water: Blue.

END OF SECTION

SECTION 10 14 00
IDENTIFICATION DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Tag, tape and stenciling systems for equipment, piping, valves, pumps, ductwork and similar items.
2. Hazard and safety signs.

B. Related Specification Sections include but are not necessarily limited to:

1. Section 33 14 11 – Water Utility Transmission and Distribution Piping.
2. Section 33 05 33.23 - Polyethylene Pressure Pipe and Tubing (AWWA C901 and AWWA C906).
3. Section 40 05 01 - Common Work Results for Process Piping.
4. Section 40 05 31 -Pipe - Plastic.

1.2 QUALITY ASSURANCE

A. Referenced Standards:

1. American Society of Mechanical Engineers (ASME):
   a. A13.1, Scheme for the Identification of Piping Systems.
2. The International Society of Automation (ISA).
3. National Electrical Manufacturers Association/American National Standards Institute (NEMA/ANSI):
   a. Z535.1, Safety Color Code.
   b. Z535.2, Environmental and Facility Safety Signs.
   c. Z535.3, Criteria for Safety Symbols.
   d. Z535.4, Product Safety Signs and Labels.
4. National Fire Protection Association (NFPA):
   a. 70, National Electrical Code (NEC).
   b. 704, Standard System for the Identification of Hazards of Materials for Emergency Response.
5. Occupational Safety and Health Administration (OSHA):
   a. 29 CFR 1910.145, Specification for Accident Prevention Signs and Tags.

1.3 SUBMITTALS

A. Shop Drawings:

1. Product technical data including:
   a. Catalog information for all identification systems.
   b. Acknowledgement that products submitted meet requirements of standards referenced.
2. Identification register, listing all items in PART 3 of this Specification Section to be identified, type of identification system to be used, lettering, location and color.
3. Schedule of Hazard and Safety Signage indicating text and graphics.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:

1. W.H. Brady Co.
2. Panduit.
3. Seton.
4. National Band and Tag Co.
5. Carlton Industries, Inc.

2.2 MANUFACTURED UNITS

A. Type A1 - Round Metal Tags:
   1. Materials:
      a. Aluminum or stainless steel.
      b. Stainless steel shall be used in corrosive environments.
   2. Size:
      a. Diameter: 1-1/2 inches minimum.
      b. Thickness: 0.035 inches (20 GA) minimum.
   3. Fabrication:
      a. 3/16 inches minimum mounting hole.
      b. Legend: Stamped and filled with black coloring.
   4. Color: Natural.

B. Type A2 - Rectangle Metal Tags:
   1. Materials: Stainless steel.
   2. Size:
      a. 3-1/2 inches x 1-1/2 inches minimum.
      b. Thickness: 0.036 inches (20 GA) minimum.
   3. Fabrication:
      a. 3/16 inches minimum mounting hole.
      b. Legend: Stamped and filled with black coloring.
   4. Color: Natural.

C. Type A3 - Metal Tape Tags:
   1. Materials: Aluminum or stainless steel.
   2. Size:
      a. Width 1/2 inches minimum.
      b. Length as required by text.
   3. Fabrication:
      a. 3/16 inches minimum mounting hole.
      b. Legend: Embossed.
   4. Color: Natural.

D. Type B1- Square Nonmetallic Tags:
   1. Materials: Fiberglass reinforced plastic.
   2. Size:
      a. Surface: 2 x 2 inches minimum.
      b. Thickness: 100 mils.
   3. Fabrication:
      a. 3/16 inches mounting hole with metal eyelet.
      b. Legend: Preprinted and permanently embedded and fade resistant.
   4. Color:
      a. Background: Manufacturer standard or as specified.

b. Lettering: Black.

E. Type B2 - Nonmetallic Signs:

1. Materials: Fiberglass reinforced or durable plastic.
2. Size:
   a. Surface: As required by text.
   b. Thickness: 60 mils minimum.
3. Fabrication:
   a. Rounded corners.
   b. Drilled holes in corners with grommets.
   c. Legend: Preprinted, permanently embedded and fade resistant for a 10 year minimum outdoor durability.
4. Color:
   a. Background: Manufacturer standard or as specified.
   b. Lettering: Black.
5. Standards for OSHA signs: NEMA/ANSI Z535.1, NEMA/ANSI Z535.2, NEMA/ANSI Z535.3, NEMA/ANSI Z535.4, OSHA 29 CFR 1910.145.

F. Type F - Underground Warning Tape:

1. Materials: Polyethylene.
2. Size:
   a. 6 inches wide (minimum).
   b. Thickness: 3.5 mils.
3. Fabrication:
   a. Legend: Preprinted and permanently imbedded.
   b. Message continuous printed.
   c. Tensile strength: 1750 psi.
4. Color: As specified.

G. Type G - Stenciling System:

1. Materials:
   a. Exterior type stenciling enamel.
   b. Either brushing grade or pressurized spray can form and grade.
2. Size: As required.
3. Fabrication:
   a. Legend: As required.
4. Color: Black or white for best contrast.

H. Underground Tracer Wire:

1. Materials:
   a. Wire:
      1) 12 GA AWG.
      2) Solid.
   b. Wire nuts: Waterproof type.
   c. Split bolts: Brass.

2.3 ACCESSORIES

A. Fasteners:

1. Bead chain: #6 brass, aluminum or stainless steel.
2. Plastic strap: Nylon, urethane or polypropylene.

3. Screws: Self-tapping, stainless steel.
4. Adhesive, solvent activated.

2.4 MAINTENANCE MATERIALS

A. Where stenciled markers are provided, clean and retain stencils after completion and include in extra stock, along with required stock of paints and applicators.

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION

A. Install identification devices at specified locations.

B. All identification devices to be printed by mechanical process, hand printing is not acceptable.

C. Attach tags to equipment with sufficient surface or body area with solvent activated adhesive applied to back of each tag.

D. Attach tags with 1/8 inches round or flat head screws to equipment without sufficient surface or body area, or porous surfaces.

1. Where attachment with screws should not or cannot penetrate substrate, attach with plastic strap.

E. Single items of equipment enclosed in a housing or compartment to be tagged on outside of housing.

1. Several items of equipment mounted in housing to be individually tagged inside the compartment.

F. Tracer Wire:

1. Attach to pipe at a maximum of 10 feet intervals with tape or tie-wraps.
2. Continuous pass from each valve box and above grade at each structure.
3. Coil enough wire at each valve box to extend wire a foot above the ground surface.
4. 1,000 feet maximum spacing between valve boxes.
5. If split bolts are used for splicing, wrap with electrical tape.
6. If wire nuts are used for splicing, knot wire at each splice point leaving 6 inches of wire for splicing.
7. Use continuous strand of wire between valve box where possible.
    a. Continuous length shall be no shorter than 100 feet.

3.2 SCHEDULES

A. Hazard and Safety Signage:

1. Permit Required Confined Space signage:
    a. Tag Type: Type B2 - Nonmetallic Signs.
    b. Fastener: Screw or adhesive.
    c. Size: 10 inches x 14 inches.
    d. Location: Field located as directed by Engineer or Owner.
        1) Allowance: Provide 4 signs.
    e. Legend:
        1) OSHA Danger sign.
        2) Description of hazard: “PERMIT REQUIRED CONFINED SPACE DO NOT ENTER”.
2. Miscellaneous OSHA hazard signage:
    a. Tag Type: Type B2 - Nonmetallic Signs.
    b. Fastener: Screw or adhesive.

c. Size: 10 inches x 14 inches.
d. Location: Field located as directed by Engineer or Owner.
1) Allowance: Provide 104 OSHA Danger, Caution, Safety Instruction or Biohazard signs as directed by Engineer or Owner.
e. Legend:
1) Description of hazard shall be determined by Engineer or Owner.
2) Provide international graphic symbology where indicated.

B. Process Systems:
1. General:
a. Provide arrows and markers on piping.
1) At 20 feet maximum centers along continuous lines.
2) At changes in direction (route) or obstructions.
3) At valves, risers, "T" joints, machinery or equipment.
4) Where pipes pass through floors, walls, ceilings, cladding assemblies and like obstructions provide markers on both sides.
b. Position markers on both sides of pipe with arrow markers pointing in flow direction.
1) If flow is in both directions use double headed arrow markers.
c. Apply tapes and stenciling in uniform manner parallel to piping.
2. Trenches with piping:
a. Tag type: Type F - Underground Warning Tape
b. Location: Halfway between top of piping and finished grade.
c. Letter height: 1-1/4 inches minimum.
d. Natural gas or digester gas:
1) Color: Yellow with black letters.
2) Legend:
a) First line: “CAUTION CAUTION CAUTION”
b) Second line: “BURIED GAS LINE BELOW”
e. Potable water:
1) Color: Blue with black letters.
2) Legend:
a) First line: “CAUTION CAUTION CAUTION”
b) Second line: “BURIED WATER LINE BELOW”
f. Storm and sanitary sewer lines:
1) Color: Green with black letters.
2) Legend:
a) First line: “CAUTION CAUTION CAUTION”
b) Second line: “BURIED SEWER LINE BELOW”
g. Other piping (e.g., compressed air, irrigation, refrigerant, heating water, etc.):
1) Color: Yellow with black letters.
2) Legend:
a) First line: “CAUTION CAUTION CAUTION”
b) Second line: “BURIED PIPE LINE BELOW”
3. Yard valves, buried, with valve box and concrete pad:
a. Tag type: Type A2 - Rectangle Metal Tags.
b. Fastener: 3/16 inches x 7/8 inches plastic screw anchor with 1 inch #6 stainless steel pan head screw.
c. Legend:

1) Letter height: 1/4 inches minimum.
2) Valve designation as indicated on the Drawings (e.g., “V-xxx”).

4. Valves and slide gates:
   a. Tag type:
      1) Outdoor locations: Type B1 - Square Nonmetallic Tags.
      2) Indoor noncorrosive:
         a) Type A1 - Round Metal Tags.
         b) Type B1 - Square Nonmetallic Tags.
      3) Indoor corrosive:
         a) Stainless steel Type A1 - Round Metal Tags.
         b) Type B1 - Square Nonmetallic Tags.
   b. Fastener:
      1) Type A1: Chain of the same material.
      2) Type B1: Stainless steel chain.
   c. Color: Per ASME A13.1 corresponding to the piping system.
   d. Legend:
      1) Letter height: 1/4 inches minimum.
      2) Valve designation as indicated on the Drawings (e.g., “V-xxx”).

C. Instrumentation Systems:

1. Instrumentation Equipment (e.g., flow control valves, primary elements, etc.):
   a. Tag type:
      1) Outdoor locations: Type B1 - Square Nonmetallic Tags.
      2) Indoor noncorrosive:
         a) Type A1 - Round Metal Tags.
         b) Type B1 - Square Nonmetallic Tags.
      3) Indoor corrosive:
         a) Stainless steel Type A1 - Round Metal Tags.
         b) Type B1 - Square Nonmetallic Tags.
   b. Fastener:
      1) Type A1: Chain of the same material.
      2) Type B1: Stainless steel chain.
   c. Legend:
      1) Letter height: 1/4 inches minimum.
      2) Equipment ISA designation as indicated on the Drawings (e.g., “FIT-xxx”).
2. Enclosure for instrumentation and control equipment, (e.g., PLC control panels, etc.):
   a. Tag type: Type C - Phenolic Name Plates.
   b. Fastener: Screws.
   c. Legend:
      1) Letter height: 1/2 inches minimum.
      2) Equipment name (e.g., "PLC CONTROL PANEL PCP-xxx").
3. Components inside equipment enclosure, (e.g., PLC’s, control relays, contactors, and timers):
   a. Tag type: Type D - Self-Adhesive Tape Tags.
   b. Fastener: Self.
   c. Legend:
      1) Letter height: 3/16 inches minimum.

2) Description or function of component (e.g., "PLC-xxx” or “CR-xxx").

END OF SECTION

SECTION 22 20 00
PLUMBING FIXTURES AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Backflow Preventers and Water Meters.

B. Related Specification Sections include but are not necessarily limited to:

1. Section 33 14 11 - Water Utility Transmission and Distribution.
2. Section 40 05 01 - Common Work Results for Process Piping.

1.2 QUALITY ASSURANCE

A. Referenced Standards:

1. Americans with Disabilities Act (ADA):
   a. Accessibility Guidelines for Buildings and Facilities (ADAAG).
2. American National Standards Institute (ANSI):
   a. Z358.1, Emergency Eyewash and Shower Equipment.
3. American Society of Heating, Refrigerating and Air Conditioning Engineers/Illuminating Engineering Society of North America (ASHRAE/IESNA):
   a. 90.1 IP, Energy Standard for Buildings Except Low-Rise Residential Buildings.
4. American Society of Mechanical Engineers (ASME):
   a. A112.19.3, Stainless Steel Plumbing Fixtures (Designed for Residential Use).
5. American Society of Sanitation Engineers (ASSE):
   a. 1011, Performance Requirements for Hose Connection Vacuum Breaker.
6. Canadian Standards Association (CSA).
7. NSF International (NSF).
8. Underwriters Laboratories, Inc. (UL).

1.3 SUBMITTALS

A. Shop Drawings:

1. See Specification Section 33 14 11 and Specification Section 40 05 01.

2. Fabrication and/or layout drawings:
   a. Layout plan(s) showing dimensions, elevations, etc.
   b. Details showing connections, installation, rough-in locations, etc.
3. Product technical data including:
   a. Acknowledgement that products submitted meet requirements of standards referenced.
   b. Manufacturer's installation instructions.
   c. Chemical-resistance data.

B. Contract Closeout Information:

1. Operation and Maintenance Data:
   a. See Pensacola Port Project Manual for requirements for the mechanics, administration, and the content of Operation and Maintenance Manual submittals.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:

1. Reduced pressure backflow preventer:
    a. Watts.
    b. Febco.
    c. Clayton.
2. Water meter:
    a. Mueller

2.2 MANUFACTURED UNITS

A. Reduced Pressure Backflow Preventer:

1. Backflow preventers consist of two check valves, test cocks and relief valve, all assembled as an integral unit.
2. Reduced pressure backflow preventers Watts 774DCDA.
3. Backflow preventer to have threaded ends in sizes through 2 inches, flanged 2-1/2 inches and larger.
4. Pressure loss through backflow preventer not exceeding 14 psi at design flow.
5. Provide air gap and pipe discharge to within 6 inches of finished floor.

B. Water Meter:

1. As indicated of a type approved by the Port of Pensacola.
    a. Coordinate meters furnished by the Port of Pensacola as to type and size.
    b. Obtain and pay necessary permits and approvals required to complete installation of water service.
    c. Provide valve on each side of meter and 3/4 inches drain valve spilling over floor drain.
2. Meters not installed within water service pits:
    a. Install full sized bypass line around meter with a sealed valve approved by the Port of Pensacola.
        1) Meters 2 inches and less: Threaded fittings.
        2) Meters 2-1/2 inches and larger: Flanged connections.
        3) See Drawings.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Reduce Pressure Backflow Preventer: Install on water lines as required by Code and as indicated on Drawings.

3.2 FIELD QUALITY CONTROL

A. Test piping and fixtures for leaks per Specification Section 40 05 01 and Section 33 14 11.

END OF SECTION

SECTION 31 00 00
EARTHWORK

PART 1 - - GENERAL

1.1 SUMMARY

A. Section includes requirements for excavating, backfilling, and compacting subsoils prior to installing the limestone base for new pavement.

1.2 REFERENCES

A. The latest edition and addenda of the following publications in effect on the date of the Contract Award are part of this Specification and, where referred to by title or basic designation only, are applicable to the extent indicated by the specification reference:

1. American Association of State Highway and Transportation Officials:
   a. AASHTO T 180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
2. FDOT Standard Specifications for Road and Bridge Construction, latest release.
3. ASTM International:
   a. ASTM C33 – Standard Specification for Concrete Aggregates
   b. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3)).
   c. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
4. FM 5-515 Florida Method of Test for Limerock Bearing Ratio.

1.3 SUBMITTALS

A. Excavation Protection Plan: Where shoring will be utilized for excavating, provide an Excavation Protection Plan that provides details of the proposed trench boxes or shoring system. Include details on sheet sizes, bracing and installation. Provide drawings and calculations for the shoring system that are signed and sealed by a Professional Engineer registered in the State of Florida.

B. Materials Source: Submit name of imported fill material suppliers.

C. Supplier’s Certificate: Certify fill material meet or exceed specified requirements.

D. Field and Laboratory testing results.

E. Flowable fill mix design with historical compressive strength test results

F. Pre-Demolition Pavement Survey: Prior to asphalt pavement demolition, the contractor’s surveyor shall perform a survey along proposed asphalt pavement saw-cut lines for purposes of establishing grade lines for new pavement. Elevations shall be recorded at 10-foot on center, at apparent high point between drop inlets and at the corners of existing drop inlet boxes, which are to remain. The elevations shall be referenced to the project datum. The survey, in AutoCAD 11 format, shall be submitted to the Owner.

PART 2 - - PRODUCTS

2.1 FILL MATERIALS

A. Subsoil: Utilize reclaimed subsoil from contractor’s excavating operations to the greatest extent possible for backfilling and preparing the subgrade. Where imported material is required to supplement existing, or where existing subsoils are not suitable for re-use, provide AASHTO Class A-3 Soil or material conforming to FDOT Standard Specifications for Road and Bridge Construction, section 911 as approved by Owner.

B. Structural Fill: AASHTO Class A-3 Soil

C. Granular Fill: Well graded crushed stone or crushed gravel meeting ASTM designation C33, gradation 57.

D. Flowable Fill: In accordance with FDOT Standard Specifications for Road and Bridge Construction, Section 121, excavatable only.

E. Unsuitable Materials defined as:

Stones greater than 8 inches in their largest dimension, pavement, rubbish, debris, wood, metal, plastic, and the following soils classified in accordance with ASTM D2487 are unsuitable:

Class IV

ML - Inorganic silts, very fine sands, rock flour, silty or clayey fine sands. Liquid limit 50% or less. 50% or more passes the U.S. No. 200 sieve.

CL - Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays. Liquid limit 50% or less. 50% or more passes the U.S. No. 200 sieve.

MH - Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts. Liquid limit greater than 50%. 50% or more passes the U.S. No. 200 sieve.

CH - Inorganic clays of high plasticity, fat clays. Liquid limit greater than 50%. 50% or more passes the U.S. No. 200 sieve.

Class V

OL - Organic silts and organic silty clays of low plasticity. Liquid limit 50% or less. 50% or more passes the U.S. No. 200 sieve.

OH - Organic clays of medium to high plasticity. Liquid limit greater than 50%. 50% or more passes the U.S. No. 200 sieve.

PT - Peat, muck and other highly organic soils.

2.2 BURIED WARNING AND IDENTIFICATION TAPE

A. Tape: Polyethylene plastic with metallic core or metallic-faced, acid- and alkali-resistant, polyethylene plastic warning tape manufactured specifically for warning and identification of buried utility lines. Provide tape on rolls, 6 inch minimum width, color coded as specified below for the intended utility with warning and identification imprinted in bold black letters continuously over the entire tape length. Warning and identification to read, "CAUTION, BURIED (intended service) LINE BELOW" or similar wording. Color and printing shall be permanent, unaffected by moisture or soil.

Warning Tape Color Codes

Red:	Electric
Orange:	Communications
Blue:	Water Systems
Green:	Sewer Systems

B. Warning Tape for Metallic Piping: Acid and alkali-resistant polyethylene plastic tape conforming to the width, color, and printing requirements specified above. Minimum thickness of tape shall be 0.003 inch. Tape shall have a minimum strength of 1500 psi lengthwise, and 1250 psi crosswise, with a maximum 350 percent elongation.

C. Warning Tape for Non-Metallic Piping: Polyethylene plastic tape conforming to the width, color, and printing requirements specified above. Minimum thickness of the tape shall be 0.004 inch. Tape shall have a minimum strength of 1500 psi lengthwise and 1250 psi crosswise. Tape shall be manufactured with integral wires, foil backing, or other means of enabling detection by a metal detector when tape is buried up to 3 feet deep. Encase metallic element of the tape in a protective jacket or provide with other means of corrosion protection.

2.3 DETECTION WIRE FOR NON-METALLIC PIPING

A. Detection wire shall be insulated single strand, solid copper with a minimum of 12 AWG.

PART 3 - - EXECUTION

3.1 EXAMINATION AND PREPARATION

A. Call “Sunshine State One Call” for utility locating service at 1-800-432-4770 not less than 48 hours before performing Work and request that underground utilities be located and marked within the project limits. Retain a utility locating contractor to mark all utilities not identified by the “Sunshine State One Call” utility locator.

B. Do not begin work until all stormwater pollution prevention BMPs are installed and inspected by the Owner.

C. Perform Pre-Demolition Pavement Survey and identify required lines, levels, contours, and datum.

D. Notify Owner of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.

E. Maintain and protect existing utilities to remain.

F. Verify structural walls are braced to support surcharge forces imposed by backfilling operations.

3.2 PROTECTION OF ADJACENT WORK

A. Underpin adjacent structures which may be damaged by excavation work, including utilities and pipe chases.

B. Grade excavation top perimeter to prevent surface water run-off into excavation.

3.3 SUBSOIL EXCAVATING

A. Cut out soft areas of subgrade not capable of compaction in place. Backfill with structural fill and compact to density equal to or greater than requirements for subsequent fill material.

B. Proof roll to identify soft spots; fill and compact to density equal to or greater than requirements for subsequent fill material.

C. Remove groundwater by pumping to keep excavations dry.

D. Excavate subsoil required for building foundations, duct banks, construction operations, and other Work.

E. Slope banks to angle of repose or less, until shored.

F. Do not interfere with 45 degree bearing splay of foundations without proper shoring.

3.4 INSTALLATION OF BURIED WARNING TAPE AND DETECTION WIRE

A. Provide warning tape over all Contractor installed below grade utilities. Place tape 6-inches below the top of subgrade.

B. Bury detection wire directly above non-metallic piping at a distance not to exceed 12- inches above the top of the pipe. The wire shall extend continuously and unbroken, from manhole to manhole. The ends of the wire shall terminate inside the manholes at each end of the pipe, with a minimum of 3-feet of wire, coiled, remaining accessible in each manhole. The wire shall remain insulated over its entire length.

3.5 BACKFILLING

A. Backfill areas to achieve the indicated finished grades; provide allowance for settlement, base work and paving where applicable.

B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, or spongy subgrade surfaces.

C. Place material in continuous layers as follows:

1. Subsoil Fill: Maximum 8 inches compacted depth.
2. Structural Fill: Maximum 6 inches compacted depth.
3. Granular Fill: Maximum 6 inches compacted depth.

D. Employ placement method that does not disturb or damage utilities, structures, or other work and that is compliant with the requirements of Sections 125 or 160 of FDOT Standard Specifications for Road and Bridge Construction, as applicable.

E. Backfill materials shall within 2% of the Modified Proctor optimum moisture content per AASHTO T 180.

F. Backfill against supported foundation walls and structures. Do not backfill against unsupported foundation walls or structures.

G. Backfill simultaneously on each side of unsupported foundation walls until supports are in place.

H. Make gradual grade changes. Blend slope into level areas.

I. Remove surplus backfill materials from site.

J. Leave fill material stockpile areas free of excess fill materials.

K. Remove unsatisfactory material at no cost to Owner.

L. Where approved compacted subgrades are disturbed by the Contractor's subsequent operations or adverse weather, scarify and compact the subgrade as specified to the required density before further construction occurs.

M. Where possible, perform all backfilling and compaction under dry conditions. Where wet conditions are such that the excavation is submerged under all tidal conditions and dewatering by normal methods are not effective, backfill and compact in accordance with the applicable provisions of Section 125 of FDOT Standard Specifications for Road and Bridge Construction.

N. Backfill trenches to grade by placing backfill in 6" lifts and compact each lift to at least 95% Modified Proctor Maximum Density per ASTM D 1557. Backfill trenches with flowable fill in-lieu of soil where indicated on the Contract Drawings.

3.6 COMPACTION

A. Backfill and in-situ subsoils shall be compacted within 2 percent of the Modified Proctor optimum moisture content per AASHTO T 180. The Contractor shall dry or add moisture to the material when required to provide a uniformly compacted and acceptable subgrade. The subgrade shall be compacted to 98% of the Modified Proctor maximum dry density per ASTM D1557.

B. The finished subgrade should have a minimum Limerock Bearing Ratio (LBR) of 40.

3.7 FIELD QUALITY CONTROL

A. Perform laboratory material tests in accordance with ASTM D1557 and AASHTO T 180, as Applicable.

B. Perform in-place compaction tests and LBR tests in accordance with ASTM D2922 and FM 5-515 respectively. Perform compaction tests and LBR tests as follows:

1. Perform test at each corner of switchgear building foundation
2. Perform test at each utility vault
3. Perform test every 150 linear feet of wharf. Location of test shall be selected by the Owner.

C. Compaction testing shall be performed in the presence of the Owner. Notify Owner 24 hours prior to testing. Use of nuclear testing devices will need to be coordinated with U.S. Customs and Border Protection through the Owner.

D. When tests indicate Work does not meet specified requirements, remove Work, replace and retest at no additional cost to Owner.

E. Trenches and excavation pits improperly backfilled or where settlement occurs shall be reopened to the depth required for proper compaction, refilled and compacted, with the surface restored to the specified grade and compaction.

3.8 PROTECTION OF FINISHED WORK

A. After completing the subgrade as specified above, maintain it free from ruts, depressions, and any damage resulting from the hauling or handling of materials, equipment, tools, etc.

B. The Contractor shall be responsible for maintaining the required density until the subsequent base is in place including any repairs surrounding areas, which might become necessary in order to recompact the subgrade in the event of underwash or other damage occurring to the previously compacted subgrade.

C. Perform any such recompaction at no additional expense to Owner.

END OF SECTION 31 00 00

SECTION 31 23 19
DEWATERING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Requirements for temporary (during construction) dewatering of excavations including:
   a. Qualifications of Contractor's design professional retained for designing temporary dewatering systems.
   b. Contractor's additional investigations and evaluations necessary for designing temporary dewatering systems.
   c. Performance criteria and general provisions for temporary dewatering systems.
   d. Disposal of water discharged from temporary dewatering systems.
   e. Operation, maintenance, and removal of temporary dewatering systems.

B. Related Requirements: Include, but are not necessarily limited to:

1. Section 31 23 33.Utilities - Trenching and Backfilling.

1.2 REFERENCES

A. Terminology:

1. Terminology indicated below are not defined terms and are not indicated with initial capital letters, but when used in this section have the meaning indicated below:
   a. "Dewatering" means: Lowering of groundwater surface elevation and intercepting horizontal water seepage to prevent groundwater from entering excavations; removal of water accumulated within excavations; and conveyance of groundwater and water removed from excavations to proper discharge location.

1.3 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Comply with Pensacola Port Project Manual - Stormwater Pollution Prevention Plan and Permit.
2. Comply with Pensacola Port Project Manual - Temporary Controls, regarding permits and approvals of authorities having jurisdiction necessary for disposal of groundwater and water removed from excavations, and temporary erosion and sediment controls.
3. When Contractor intends to use temporary pumps equipped with gasoline- or diesel-fueled engines, obtain and comply with necessary permits and Laws and Regulations, and comply with Pensacola Port Project Manual , regarding exhaust emissions, air pollution controls, and noise controls.
4. Contractor to obtain all necessary permits required for dewatering.

B. Qualifications:

1. Professional Engineer or Other Appropriate Design Professional:
   a. Where necessary for performing the Work in accordance with this Section and when required by Laws or Regulations governing the practice of the associated design discipline, retain the services of professional engineer or other appropriate design professional, licensed and registered in the same jurisdiction as the Site, to evaluate groundwater conditions and design temporary systems and equipment for temporary dewatering of excavations.
   b. Professional engineer or other appropriate design professional, as applicable, shall be appropriately licensed and registered for the professional services required by this Section, and shall be appropriately experienced in evaluating groundwater conditions

and conductivity in subsurface conditions similar to those at the Site, and in designing and evaluating temporary dewatering systems of the type necessary for the Work.

c. Responsibilities shall include:

1) Evaluating existing subsurface data and information for the Site and adjacent areas, available to the Contractor.

2) Advising Contractor regarding additional subsurface investigations necessary to provide temporary dewatering systems that will result in dewatering of excavations as required by this Section.

3) Evaluating the potential effect of temporary dewatering system operation on existing facilities at and adjacent to the Site.

4) Personally designing or supervising the design of temporary dewatering systems necessary for the Work, including preparing drawings, performance requirements, and specifications for temporary dewatering systems such as wells, pumps, and related systems.

5) Sealing and signing instruments of service developed for the Work, including calculations, evaluation reports, recommendations of a technical nature, drawings, specifications, and similar documents.

6) Assisting Contractor with obtaining permits and approvals necessary for temporary dewatering systems.

7) Consulting with Contractor, including visiting the Site during construction as required by Contractor, during installation, operation, and removal of temporary dewatering systems.

1.4 SUBMITTALS

A. Submit the following:

1. Advisory on Dewatering Approach:

a. Furnish document regarding Contractor's proposed approach for temporary dewatering of excavations, indicating the following:

1) General indication of Contractor's overall, intended approach for temporary dewatering of excavations; for example, indicate whether a system of temporary wells and pumps will be provided by Contractor, whether Contractor intends or proposes using existing wells and pumps for temporary dewatering of excavations, whether temporary dewatering will be accomplished only via temporary pumps placed in or adjacent to excavations, other approaches, or a combination thereof.

2) Indication of whether Contractor or Subcontractor intends to retain services of a professional engineer or other appropriate design professional relative to temporary dewatering systems. When such individual or entity will be so retained, indicate name of entity and specific, individual design professional-in-responsible-charge, together with indication of type of license and registration and associated license and registration number and jurisdiction. If not previously furnished with Contractor's insurance documentation, furnish evidence that such professional engineer or other appropriate design professional (as applicable) possesses professional liability insurance in accordance with the Contract Documents, including indication of whether required coverage limits have been eroded during the current policy by prior claims.

3) Contractor-proposed modifications to the permanent Work requested to accommodate temporary dewatering systems . In the event such changes are proposed, approval, if any, of such changes will be only via an appropriate Contract modification. If no such changes or modifications are requested prior to start of the Work of this Section, Engineer will proceed on the premise that Contractor-proposed modifications are not intended.

4) When existing facilities, such as existing wells and pumps are proposed for use by Contractor, clearly indicate the specific facilities, expected start and end dates of use, anticipated level or extent of use (such as percentage of available pumping

capacity), and proposed responsibility for operating and maintenance labor, parts, and costs during such use.

5) Propose locations for discharges from temporary dewatering systems, together with indication of typical anticipated rate of discharge. Also indicate intended approximate locations of aboveground conveyance piping and how Contractor will mitigate effect on Owner, facility manager, and other property owners and occupants where such piping would restrict use or access to existing facilities or property.

6) Anticipated start and end dates for temporary dewatering operations.

7) Description of how temporary dewatering systems and operations will, or may, affect Owner, facility manager (if other than Owner), and other property owners and occupants.

8) Indication of Contractor's proposed actions regarding temporary dewatering systems after temporary dewatering operations cease; for example, when temporary wells and pumps are provided by Contractor, indicate whether such items will remain in place and, if so, how they will be prepared for abandonment by Contractor.

b. Engineer's (or Owner's) review, comments upon, acceptance, or other appropriate action on such Submittal does not, in any way, reduce or mitigate Contractor's sole responsibility for construction means, methods, techniques, procedures, sequences, and associated safety and protection measures.

c. Do not include in such Submittal: calculations, evaluation reports, recommendations, drawings, or specifications developed, sealed, and signed by Contractor or Subcontractor or by professional engineer or other appropriate design professional retained by Contractor or Subcontractor. However, in the event of alleged or potential effect of temporary dewatering systems on facilities or property, or in the event of disagreement between the parties concerning allegedly differing subsurface or physical conditions, promptly furnish such documents to Engineer and Owner upon request. Should such request be received by Contractor, furnishing such documents to Engineer and Owner will not, in any way, reduce or mitigate Contractor's sole responsibility for construction means, methods, techniques, procedures, sequences, or associated safety and protection measures.

1.5 FIELD CONDITIONS

A. Existing Conditions:

1. See Drawings.
2. Refer to Section 31 23 33.Utilities - Trenching and Backfilling.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT FOR TEMPORARY DEWATERING SYSTEMS

A. Description:

1. Provide temporary dewatering systems comprised of materials and equipment suitable for the intended purpose, service environment (including subsurface and groundwater conditions), and duration of use.
2. Contractor shall determine required capacities for elements of temporary dewatering systems necessary for compliance with requirements of this Section and other relevant provisions of the Contract Documents.
3. Provide temporary dewatering system materials and equipment in accordance with Laws and Regulations and generally accepted practices in the industry for temporary systems for dewatering of excavations.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification, Evaluation, and Assessment of Existing Conditions:

1. Evaluate information and data available to Contractor regarding subsurface and physical conditions at the Site and adjacent areas relative to groundwater and temporary dewatering systems. Perform additional investigations as necessary to enable Contractor to provide appropriate temporary dewatering systems required to comply with this Section.
2. Such investigations and evaluations by Contractor may include excavating (and subsequently backfilling), test pits to visually observe subsurface conditions and groundwater, test borings, sampling and laboratory analyses, providing monitoring wells and obtaining measurements of groundwater surface elevations, performing drawdown tests using existing wells and pumping equipment, and determining capacities and operating characteristics of existing wells, pumping equipment, and related systems. Obtain and record data and perform evaluations necessary for Contractor to provide temporary dewatering systems as required.
3. Where applicable, Contractor should perform monitoring of adjacent structures for movements. Monitoring requirements should be included in dewatering submittal or as separate document.
4. As the Work progresses, evaluate performance of temporary dewatering systems as necessary and modify temporary dewatering systems as appropriate to comply with this Section and other provisions of the Contract Documents.

B. Installing the Work constitutes Contractor's approval of field conditions prevailing at the time of the Work and condition and operability of existing materials, equipment, and systems (if any) used by Contractor for temporary dewatering.

3.2 TEMPORARY DEWATERING DURING CONSTRUCTION

A. Performance Criteria:

1. Provide and maintain adequate drainage and dewatering equipment to remove and dispose of all surface water and ground water entering excavations, or other parts of the Work and work areas. Keep each excavation dry during excavation, subgrade preparation, and continually thereafter until temporary dewatering system is no longer required, in accordance with Article 3.3 of this Section.
2. Temporary dewatering systems shall depress and maintain groundwater surface level two feet below bottom elevation of each excavation during the Work.
3. Operation Relative to Existing Buildings, Structures, and Facilities:
    a. Provide, operate, and maintain temporary dewatering systems to avoid settlement and damage to buildings, structures, Underground Facilities, and other facilities.
    b. Prevent softening and disturbance of subgrade below new construction and fill material, to allow the Work to be constructed in dry conditions, and to maintain stable excavation side slopes and stable temporary supports of excavations.
4. If, in Engineer's opinion, groundwater surface elevations are not as required by the Contract Documents, provide additional or alternative temporary dewatering system components or elements as necessary, at no additional cost to Owner.
5. Groundwater surface elevation shall be lowered in advance of excavating for a sufficient period to allow dewatering of fine-grain soils.
6. Remove water from excavations as fast as water collects.

B. Related Work:

1. Provide temporary erosion and sediment controls in accordance with Port of Pensacola Project Manual.
2. Comply with Section Port of Pensacola Project Manual, regarding control of surface water, storm water runoff, water pollution, air pollution, noise, and others as applicable.

3. Comply with Port of Pensacola Project Manual - Stormwater Pollution Prevention Plan and Permit.

C. Temporary Dewatering Systems - General:

1. Design, provide, operate, and maintain temporary systems for dewatering of excavations in accordance with the Contract Documents, Laws and Regulations, and prevailing practice typical in the industry. In the event of conflict between such requirements, obtain interpretation or clarification from Engineer before proceeding.
2. Temporary dewatering systems, may include the following temporary elements: swales, sumps, pumps, hoses, piping, wells (whether dewatering wells, monitoring wells, or other wells), and similar facilities.
3. Furnish, either at the Site or within reasonably close proximity thereto, available standby items, such as pumps, piping, hoses, instrumentation, controls, and others, should elements of operating temporary dewatering system fail.
4. Locate elements of temporary dewatering systems to allow continuous dewatering operation without interfering with the Work, and the work of other contractors (if any), to the extent practicable.

D. Disposal of Water Removed by Dewatering System:

1. Water conveyed by temporary dewatering systems that includes oils, sediments, or Constituents of Concern that will reduce the quality of surface water or groundwater downstream of the point of discharge, shall not be directly discharged. Divert such waters through temporary settling basin, or filters before discharging to surface water, groundwater, or drainage routes.
2. Temporary dewatering systems shall not discharge across roadways, driveways, parking areas, other travelled ways, sidewalks, or overland across other property adjacent to the Site. Where hoses that are part of temporary dewatering system discharge to existing gutters or swales, such discharge shall not exceed capacity of such swales and gutters especially during precipitation and runoff events.
3. Contractor's temporary dewatering systems shall discharge to location at or adjacent to the Site acceptable to Owner and Engineer, in accordance with Laws and Regulations.
4. Convey water from excavations in closed conduits or appropriate drainage swales. Do not use trench excavations as temporary drainage ditches.
5. Dispose of water removed from excavations in a manner that does not endanger health and safety, property, the Work, and other portions of the Project.
6. Dispose of water in manner that causes no inconvenience to Owner, others involved in the Project, and adjacent and downstream property owners and occupants.

3.3 OPERATION, MAINTENANCE, AND REMOVAL OF TEMPORARY DEWATERING SYSTEMS

A. Operation and Maintenance of Temporary Dewatering Systems:

1. Contractor shall operate temporary dewatering systems continuously, 24 hours per day, seven days per week, until such system is no longer necessary or required.
2. Not less than once per working day, visit and visually inspect temporary dewatering system, operating components, including pumps, instrumentation, and controls, and verify proper operation. At the same time, visually observe discharge location of temporary dewatering systems to verify operations. Establish and maintain written records of each location checked, observations made, readings and data taken or recorded (if any), and furnish copies of such records to Engineer upon request.
3. Contractor shall be responsible for condition of piping, conduits, and channels used for drainage and such piping, conduits, and channels shall be clean and free of oils, sediments, and Constituents of Concern.
4. Provide temporary electricity, temporary fuel, and other temporary facilities as necessary.
5. Perform pumping of water from excavations in a manner that prevents carrying away of unsolidified concrete materials, and that avoids damaging the subgrade.

6. During construction, Contractor shall maintain all materials, equipment, and systems used for temporary dewatering regardless of whether such items were provided by Contractor or existed prior to commencement of temporary dewatering, in accordance with operating instructions and recommendations of manufacturer of the associated equipment and systems, Laws and Regulations, the Contract Documents, and practice typical in the industry. Perform routine, preventative, and troubleshooting maintenance. Where temporary dewatering system fails or becomes inoperable, immediately remedy the situation, whether by appropriate repairs or operation of standby equipment.

B. Criteria for Discontinuation of Temporary Dewatering Operations:

1. Operate and maintain temporary dewatering systems until building, structure, or other facility to be constructed in the excavation is completed to a sufficient extent and has achieved structural strength and integrity sufficient for discontinuation of operation of temporary dewatering systems, and backfilling Work is reasonably complete. Facilities constructed in excavations shall be able to withstand horizontal and vertical soil and water pressures from natural groundwater prior to discontinuation of temporary dewatering.
2. Control of ground water shall continue until the permanent construction provides sufficient dead load to withstand hydrostatic uplift of the normal groundwater, until concrete has attained sufficient strength to withstand earth and hydrostatic loads, and until waterproofing Work is completed.
3. Before discontinuing dewatering operations or permanently allowing rise in groundwater surface elevation, prepare computations to demonstrate that buildings, structures, Underground Facilities, and other facilities affected by the rise in groundwater surface elevation are protected by fill or other means to sustain uplift. Use a safety factor of not less than 1.25 when preparing such calculations. Submit such calculations to Engineer upon request. Maintain temporary dewatering systems in operation until Contractor's evaluations and calculations establish appropriate resistance of facilities against uplift and other damage caused by rising groundwater surface elevations.
4. Do not discontinue dewatering operations without first obtaining Engineer's concurrence for such discontinuation.
5. Shut off dewatering system at such a rate to prevent quick upsurge of water that might weaken the subgrade.

C. Removal of Temporary Dewatering Systems:

1. When temporary dewatering system is permanently deactivated, remove from the Site all elements of temporary dewatering system unless Owner and Engineer approves temporary dewatering system's, or part thereof, continuing existence at the Site after final payment.
2. Where wells provided by Contractor (whether for dewatering, monitoring, or other purpose) or piping are allowed to remain following permanent discontinuation of dewatering operations, accurately record their locations on the record drawings, in accordance with Port of Pensacola Project Manual.
3. When a well includes power supply for electric pump, remove and disconnect electrical power supply from well casing back to source. Where wells provided by Contractor will be abandoned in place, remove the well casing to not less than two feet below finished grade and provide secure, removeable cap on well casing. Provide stake, visible at finished grade but not protruding above finished grade, indicating location of well casing.
4. Restore disturbed areas in accordance with the Contract Documents. Where the Contract Documents do not indicate requirements for restoration, restore such areas in accordance with Port of Pensacola Project Manual.

END OF SECTION

SECTION 31 23 33.UTILITIES
TRENCHING AND BACKFILLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Requirements for excavating, filling, and other earth Work for linear, buried utility projects, including:
   a. Field conditions.
   b. Soil and aggregate materials.
   c. Test pits.
   d. Excavation.
   e. Preparation of subgrades.
   f. Filling and compacting.
   g. Rough grading.
   h. Disposal of excavated spoil materials.

B. Related Requirements Include, but are not necessarily limited to, the following:

1. Section 31 00 00 - Earthwork.
2. Section 31 23 19 - Dewatering.

1.2 REFERENCES

A. Terminology:

1. The following terms are not defined and are not indicated with initial capital letters but, when used in this Section, have the following meaning:
   a. “Borrow” means material required for trenching, backfilling, and related earth Work in excess of quantity of suitable material available from required grading, cuts, and excavations at the Site. Borrow may be necessary even though not otherwise expressly required by the Contract Documents.
   b. “Cohesive soil” means clay (fine grained soil), or soil with a high clay content, which has cohesive strength. Cohesive soil does not crumble, can be excavated with vertical or near-vertical sideslopes, and is plastic when moist. Cohesive soil is difficult to break up when dry, and exhibits significant cohesion when submerged. Cohesive soils include clayey silt, sandy clay, silty clay, clay and organic clay.
   c. “Cohesionless soil” means fill material that does not clump together; its grains remain separate and apart from each other. Cohesionless soils typically have a low proportion of fine (no. 200 mesh size and less) particles and may be soil material or granular material. The terms “cohesionless soils”, “cohesionless materials”, “non-cohesive soils”, and the like have the same meaning.
   d. “Fill” means soil material, granular material, or other material indicated in this Section required for backfilling excavations or as material for achieving required rough grading. Unless indicated otherwise in the context of a specific provision, the terms “fill” and “backfill” have the same meaning, as do derivative terms such as, “filling” and “backfilling”. When used by itself, the term “backfill” means material required for refilling an excavation.
   e. “Foundations” means bottoms of manholes, chambers, vaults, and similar structures; base slabs (slabs-on-grade); bearing directly on soil, granular material, or rock.
   f. “Granular material” means gravel, sand, or silt, (coarse grained soil) with little or no clay content. Granular soil has no cohesive strength. Some moist granular soils exhibit apparent cohesion. Granular soil cannot be molded when moist and crumbles easily when dry. The terms “granular material”, “aggregate material”, and “granular soil” have

the same meaning. Detailed requirements for specific types of granular material are indicated in Article 2.1 of this Section.

g. “Rock” means: igneous, metamorphic, or sedimentary rock or stone; boulders over two cubic yards in volume in open areas and boulders over one cubic yard in volume in trenches; and mass concrete; that cannot be removed using rippers and therefore requires drilling and blasting or use of large excavator-mounted pneumatic breakers. If rock is encountered during the Work, promptly furnish notice of differing subsurface condition in accordance with the General Conditions (as may be modified by the Supplementary Conditions); when necessary, Engineer will furnish requirements for rock removal via appropriate Contract modification. The following do not qualify as rock:
   1) Soft, weathered or disintegrated rock that can be removed by normal excavating equipment, including bulldozers with rippers and large trackhoes with rock teeth or rock buckets.
   2) Loose or previously blasted rock.
   3) Broken stone in rock fills.
   4) Rock or stone that falls into the excavation from outside limits of excavation shown or indicated in the Contract Documents.
   5) Boulders that can be removed without drilling, blasting, or pneumatic breakers.
   6) Pavements, sidewalks, and gutters of concrete, asphalt, or masonry.

h. “Subgrade” means the uppermost surface of native soil material unmoved from cuts; the bottom of excavation.

i. “Trenching” means excavating for buried utilities, other Underground Facilities, and related excavation Work. In this Section, the words, “trenching” and “excavating” have the same meaning. In this Section, the word “excavation”, whether singular or plural, is general and includes trenching.

j. “Unauthorized excavation” means removing materials beyond limits shown or indicated in the Contract Documents or otherwise directed by Engineer.

k. “Unclassified”, when used in referring to trenching, excavating, or excavations, means excavation and disposal of all materials, of any description whatsoever, encountered in performing the Work, unless otherwise shown or indicated in the Contract Documents.

l. “Unsuitable soil materials” means soil or other materials encountered at or below subgrade elevation of insufficient strength, stiffness, or characteristics to support the Work in accordance with the Contract Documents or as determined by Engineer. The terms “unsuitable soil material”, “unsuitable soil”, and “unsuitable material” have the same meaning.

B. Reference Standards: Standards referenced in this section include, but are not necessarily limited to, the following:

1. American Association of State Highway and Transportation Officials (AASHTO):
   a. AMRL R18 - AASHTO Accreditation Procedure Manual.
2. ASTM International (ASTM):
   a. C33/C33M - Standard Specification for Concrete Aggregates.
   b. D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3)).
   c. D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method.
   d. D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2,700 kN-m/m^3)).
   e. D2166 - Standard Test Method for Unconfined Compressive Strength of Cohesive Soil.
   f. D2216 - Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.
   g. D2434 - Standard Test Methods for Measurement of Hydraulic Conductivity of Coarse-Grained Soils.

h. D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).

i. D2850 - Standard Test Method for Unconsolidated-Undrained Triaxial Compression Test on Cohesive Soils.

j. D3740 - Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

k. D4253 - Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.

l. D4254 - Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.

m. D4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

n. D6913 - Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis.

o. D6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

p. D7928 - Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis.

q. E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection.

1.3 QUALITY ASSURANCE

A. Qualifications:

1. Contractor’s Testing Laboratory:

a. Retain the services of independent testing laboratory to perform testing and determine compliance with the Contract Documents of materials specified in this Section.

b. When Contractor is expressly required, by this Section’s “Field Quality Control” Article or elsewhere in the Contract Documents, to retain testing laboratory for tests required under this Section’s “Field Quality Control” Article, retain one testing laboratory for quality assurance testing and field quality control testing.

c. Testing laboratory shall possess current, valid accreditation from the AASHTO Materials Reference Laboratory (AMRL), in accordance with AASHTO AMRL R18, for ASTM D3740, for tests required for quality assurance testing indicated in this Article and field quality control testing indicated to be Contractor’s responsibility.

d. Testing laboratory shall comply with ASTM E329.

e. Testing laboratory shall be experienced in the types of testing required.

f. Selection of testing laboratory is subject to Engineer’s acceptance. Upon Engineer’s request, submit qualifications statement for testing laboratory, including name of entity, location, copies of applicable certifications, summary of entity’s experience, and names and qualifications of personnel who will perform the subject sampling and testing.

B. Quality Assurance Testing:

1. Quality assurance testing, which may also be regarded as source quality control testing, is in addition to field quality control testing required by this Section’s “Field Quality Control” Article.

2. Materials used in the Work may require testing and retesting, as directed by Engineer, during the Project. Allow free access to onsite material stockpiles, borrow sources, and other sources of aggregate and soil materials at all times. Tests not specifically indicated to be performed at Owner's expense (if any), including retesting of defective materials and defective Work, shall be at Contractor’s cost.

3. Contractor’s Testing Laboratory Scope for Quality Assurance Sampling and Testing:

a. Obtain samples and perform testing of proposed fill materials in the laboratory, at the Site, and at borrow locations (if any) to provide assurance that the Work will comply with the Contract Documents.
b. Testing laboratory shall perform testing required to obtain data for selecting moisture content for placing and compacting fill materials.
c. Submit to Engineer, via Contractor, written results of each test.

4. Required Quality Assurance Material Testing by Contractor's Testing Laboratory:
   a. Perform the following quality assurance tests on materials to be incorporated into the Work. Submit results of such tests to Engineer and obtain Engineer's acceptance thereof prior to incorporating the subject materials into the Work.
   b. Gradation in accordance with ASTM D6913 and ASTM D7928. Perform one test for every 1,000 cubic yards of each material to be incorporated into the Work.
   c. Atterberg limits in accordance with ASTM D4318. Perform one test for every 1,000 cubic yards of the following types of materials to be incorporated into the Work: suitable soil material, and soil structural fill.
   d. Moisture/density relations for fill in accordance with ASTM D698, ASTM D1557, ASTM D4253, or ASTM D4254, as applicable. Perform one test for every 1,000 cubic yards of each material to be incorporated into the Work.
   e. Moisture content of stockpiled or borrow material in accordance with ASTM D2216. Perform one test for every 1,000 cubic yards of each material to be incorporated into the Work.

1.4 SUBMITTALS

A. Submit the following:

1. Shop Drawings:
   a. Schedule (table or written narrative) indicating, for each specific area of the Work, type of fill materials proposed, together with indication of whether source of materials is onsite or borrow source. Identification of each type of material shall employ material names/designations identical to those in the Contract Documents.
2. Product Data:
   a. Borrow Soil Materials: Name and address of Supplier of borrow soil materials, gradation, and Supplier's certification that materials are sufficiently free of Constituents of Concern so that a Hazardous Environmental Condition will not be created or exacerbated. If no soil materials will be obtained from any borrow location, expressly so indicate to Engineer in writing.
   b. Aggregate: Supplier's published description of aggregate materials, including name and address of Supplier, certification of material's compliance with AASHTO and state department of transportation standards, and gradation.

B. Submit the following:

1. Procedure Submittals:
   a. Excavation plan indicating:
      1) Excavation Method(s): Indicate high-level methods to be used for excavating, such as use of backhoe or other earth moving construction equipment, use of explosives in excavating (when allowed), trenchless excavating methods, micro-trenching, hydro-excavating (when allowed), air vacuum excavating (when allowed), or other. Where different methods will be used, indicate locations of each in the Work. Purpose of indicating high-level excavating methods is for Owner's information regarding effect of excavating method on Owner's or facility manager's (if other than Owner) property and operations.
      2) Copies of permits and approvals required for trenching, backfilling, and related earth Work, obtained from authorities having jurisdiction, including owners of affected utilities and transportation facilities, for excavation methods proposed.

b. Compaction procedure and compaction equipment proposed for use. Where different procedures or equipment will be used for compacting different types of material or at different locations at the Site, indicate where each procedure and equipment item will be used.

c. Engineer's acceptance of excavation plan does not, in any way, modify Contractor's sole responsibility for complying with the Contract Documents, construction means, methods, procedures, techniques, or sequences, and safety and protection measures incident thereto.

2. Quality Assurance Test Results Submittals:

a. Submit results of quality assurance testing performed in accordance with this Section's "Quality Assurance" Article, unless included as part of another submittal under this Section. Submit results for the following quality assurance testing:

1) Tests on materials from onsite and borrow sources.

2) Optimum moisture – maximum dry density curve for each type of fill material.

3. Field Quality Control Submittals:

a. Submit results of testing and inspection performed in accordance with the field quality control Article in Part 3 of this Section, including:

1) Indication of soil classification in accordance with ASTM D2487.

2) Field density testing.

3) Proctor Compaction Test to determine optimum moisture for soil and maximum dry density.

4. Qualifications Statements:

a. Quality assurance testing laboratory, when requested by Engineer.

1.5 FIELD CONDITIONS

A. Existing Conditions:

1. See Drawings.

2. Subsurface Conditions:

a. Subsurface Information: The Supplementary Conditions indicate information (if any) that is Technical Data on subsurface conditions at the Site. Such information and data are not intended as a representation or warranty of continuity of conditions between soil borings or test pits, nor of groundwater levels at dates and times other than date and time when measured, nor that purpose of obtaining the information and data were appropriate for use by Contractor. Owner and Engineer are not responsible for interpretations or conclusions drawn therefrom by Contractor.

b. Contractor's Explorations: Soil borings and other exploratory operations may be made by Contractor, at no additional cost to Owner. Coordinate Contractor-performed test borings and other exploratory operations with Owner, utility owners, and owners of transportation facilities as appropriate. Perform such explorations without disrupting or otherwise adversely affecting operations of Owner and others.

3. Where subsurface conditions or locations of Underground Facilities and structures are unforeseen or differ substantively from that shown or indicated in the Contract Documents, comply with Contract requirements for giving notice and other actions.

4. Existing Structures and Underground Facilities:

a. The Contract Documents show or indicate certain structures and Underground Facilities adjacent to the Work. Such information was obtained from existing records and is not guaranteed to be correct or complete. Contractor shall explore ahead of the excavation to determine the exact location of all existing structures and Underground Facilities. Existing structures and Underground Facilities shall be supported and protected from damage by Contractor. Immediately repair and restore existing structures and Underground Facilities damaged by Contractor without additional cost to Owner.

b. Movement or operation of construction equipment and machinery over Underground Facilities shall be at Contractor's sole risk. When required by owner of the

Underground Facility, prepare and submit to owner of such Underground Facility, and obtain their acceptance, of Contractor's plan presenting Contractor's analysis of the loads to be imparted during construction (including transient loading by construction equipment, machinery, and vehicles) and Contractor's proposed measures to protect structures and Underground Facilities during the Work.

c. Acceptance of or approval by Owner or Engineer of Contractor's proposed evaluation and method(s) for protecting Underground Facilities in no way modifies or reduces Contractor's sole responsibility for complying with the Contract Documents, means, methods, procedures, techniques, and sequences of construction, and the safety and protection measures incident thereto.

d. Coordinate with Port of Pensacola and tenants for shut off of services in active piping and conduits. When required by utility owner, Owner will assist Contractor with utility owner notifications. Completely remove buried piping and conduits indicated for removal and not otherwise indicated as being abandoned or to remain in place.

e. In general, service lines and laterals to individual buildings, and structures, may not be shown; however, Contractor shall assume that a service exists for each utility owner to each building, and structure.

f. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, except when such interruption is indicated in the Contract Documents or when allowed in writing by Engineer after acceptable temporary utility services are provided by Contractor for the affected structure or property.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Provide granular under-slab fill under foundations, manholes, chambers, vaults, handholes, and similar Work unless other under-slab material is required by the Contract Documents

1. ASTM C33/C33M gradation size no. 67, or other material acceptable to Engineer.
2. Material shall be uniformly-graded, washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, free of organic and deleterious material, complying with the following:
   a. 100 percent passing a 1.5-inch sieve.
   b. Not more than five percent passing a no. 4 sieve.
3. Granular material shall be wrapped in geotextile fabric.

B. Granular Structural Fill:

1. Granular structural fill, sometimes called "select granular fill", is required for improving subgrade (after removal of unsuitable material), as backfill for excavations in areas that, after restoration, will be subject to vehicular traffic, and at other locations shown or indicated for such material in the Contract Documents.
2. Material shall be well-graded, crushed aggregate, free of organic and deleterious material, with Proctor density of not less than 120 pounds per cubic foot, complying with the following:

Sieve Sizes (Square Openings)	Percentage by Weight Passing Sieve
1.25-inch	100
No. 4	38 to 65
No. 8	25 to 60
No. 30	10 to 40
No. 200	3 to 12

C. Suitable Soil Material as Non-Structural Fill:

1. Provide suitable soil material as fill for the Work, unless other material is required.
2. Material shall be:
    a. Free of rock larger than three inches in any dimension, debris, waste, frozen materials, organic material, and other deleterious material.
    b. ASTM D2487 classification: .
    c. Liquid limit: Not greater than 45.
    d. Plasticity index: not greater than 20.
3. Previously-excavated materials complying with the Contract Documents requirements for suitable soil material may be used for suitable soil material.
4. When onsite materials are unsuitable for use as suitable soil material, provide granular structural fill or approved borrow material as suitable soil material. Prior to using borrow material as suitable soil material, furnish product data Submittal and quality assurance Submittal for proposed material and obtain Engineer's approval and acceptance (as applicable) of the proposed material.

D. Subbase Material:

1. Subbase material is granular material underlying pavement, sidewalks, and other surfaces expressly indicated in the Contract Documents.
2. Material shall be naturally- or artificially-graded mixture of natural or crushed gravel, crushed stone, or natural or crushed sand. Slag is unacceptable.
3. Material shall comply with the following gradation requirements:

Sieve Sizes (Square Openings)	Percentage by Weight Passing Sieve.
2-inch	100
1-inch	70 to 100
3/4-inch	50 to 90
No. 4	30 to 60
No. 40	5 to 40
No. 200	0 to 15

E. Pipe Bedding Material:

1. Materials: Unless otherwise expressly required in the Contract Documents, pipe bedding material shall be crushed stone and gravel, free of: rock or gravel larger than one-inch in any dimension, debris, waste, frozen materials, organic material and other deleterious matter.
    a. Pipe bedding material shall be crushed stone and gravel, free of rock or gravel larger than 0.5-inch in any dimension.
2. Sand:
    a. Where expressly required or allowed by the Contract Documents, provide sand as pipe bedding material.
    b. Sand material, where used, shall consist of natural or manufactured granular material and shall contain no organic material.
    c. Sand shall be non-plastic, when tested in accordance with ASTM D4318.
    d. Gradation: 100 percent shall pass a no. 4 sieve and not more than five percent shall pass a No. 200 sieve.

F. Flowable Fill, also known as Controlled Low Strength Material (CLSM):

1. Unless expressly required otherwise by the Contract Documents, flowable fill may be used, at Contractor's option (following Engineer's approval), for backfilling in lieu of the following

materials: granular structural fill, pipe bedding material, soil structural fill, suitable soil material used as non-structural fill, and subbase material.

2. Material provided shall be excavatable by ordinary mechanical excavation equipment, such as backhoes.

2.2 SOURCE QUALITY CONTROL

A. Tests and Inspections at Source of Supply:

1. Perform quality assurance testing, and submit results to Engineer, in accordance with the "Quality Assurance" Article in Part 1 of this Section.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions:

1. Provide Engineer with sufficient notice and with means to examine areas and conditions under which trenching, backfilling, other related earth Work, and grading will be performed. Engineer will advise Contractor in writing when Engineer is aware of conditions that may be detrimental to proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions are corrected.
2. This Article, however, in no way modifies or reduces Contractor's sole responsibility for complying with the Contract Documents, for construction means, methods, procedures, techniques, and sequences, and for the safety and protection measures incident thereto.
3. Nothing in this Article, including action by Engineer or Resident Project Representative (if any), is for benefit of Contractor.

B. Installing the Work constitutes Contractor's approval of underlying work, subgrades, and field conditions prevailing at the time of the Work.

3.2 TEST PITS

A. Test Pits - General:

1. Test Pit Locations Not Shown or Indicated in the Contract Documents and Test Pits Not Part of a Dedicated Bid/Pay Item:
   a. In advance of other construction, excavate test pits, make observations and measurements, and promptly fill test pits.
   b. Purpose of test pits is to determine existing subsurface conditions and locations of Underground Facilities and structures.
   c. Perform all work required in connection with excavating, stockpiling, maintaining, temporarily supporting excavations, filling, and replacing pavement for test pits. Contractor is responsible for the definite location of each existing Underground Facility involved within the area of excavation for the Work. Exercise care during such location work to avoid damaging and disrupting affected Underground Facility or structure. Contractor is responsible for repairing, at Contractor's cost, damage to Underground Facilities or structure caused during the Work.

B. Payment for Test Pits:

1. Separate payment will not be made for test pits made by Contractor for Contractor's own use.

3.3 PREPARATION

A. Site Preparation:

1. Clear areas to be occupied by permanent construction of all trees, brush, roots, stumps, logs, rubbish, debris (including concrete and masonry, whether or not reinforced), and other materials. Strip vegetation fully unless shown or indicated in the Contract Documents, and remove sod, topsoil and other surficial soil materials, organic matter, and other deleterious materials from subgrades where fills will be placed and from areas where buildings or

structures will be constructed. Remove from the Site and properly dispose of all waste materials.

2. Comply with this Section's "Erosion and Sediment Control During Construction" Article.

B. Dust Control:

1. Relative to controlling dust during construction, comply with – Port of Pensacola Project Manual.

C. Maintenance and Protection of Traffic:

1. Comply with Port of Pensacola Project Manual and as directed by the Port of Pensacola.

3.4 EROSION AND SEDIMENT CONTROLS DURING CONSTRUCTION

A. Temporary Erosion and Sediment Controls – General:

1. Provide temporary erosion and sediment controls in accordance with Port of Pensacola Project Manual, and other requirements of the Contract Documents.
2. When applicable, also comply with requirements of the erosion and sediment control plan approved by authorities having jurisdiction and the Project's storm water pollution prevention plan and permit, if any.

3.5 EXCAVATION

A. Excavation – General:

1. Perform all excavation Work, including trenching and backfilling, required to complete the Work as shown, specified, and required. Excavating Work includes removing, handling, and proper disposal of earth, sand, clay, expansive-type soils, other unsuitable soil materials, gravel, hardpan, soft, weathered or decomposed rock, concrete and masonry (reinforced or unreinforced), pavements, rubbish, debris, stumps, and other materials, regardless of moisture content, within the excavation limits.
2. Trenching and backfilling Work shall comply with the Contract Documents, including required grades, elevations, general dimensions, and alignment shown or indicated on the Drawings including cuts and fills, as applicable.
3. Protect existing buildings and structures against undermining and destabilization. If adjacent trenching affects foundations of one or more buildings or structures, promptly advise Engineer in writing.
4. If unsuitable material and obstructions are encountered during excavation, remove material and replace as directed by Engineer.

B. Excavation Methods:

1. Traditional Excavation Methods: Excavation via traditional methods, such as backhoe, bulldozer, other earth moving construction equipment or machinery, or excavation using hand tools, is acceptable for all excavating Work.
2. Use of Explosives:
   a. Use of explosives is not allowed.
3. Trenchless: Where Contractor proposes trenchless construction techniques, such as directional drilling, micro-tunneling, jacking and boring, or others, comply with the Contract Documents regarding such construction methods. When the Contract Documents do not include requirements for the proposed trenchless construction method, submit to Engineer request for interpretation or clarification to obtain appropriate requirements, which will be issued via appropriate Contract modification.
4. Hydro-excavating (also known as Hydro-Vacuum Excavating):
   a. Hydro-excavating is acceptable for all excavating Work.
   b. Avoid creating nuisances, unsafe conditions, and inconvenience to Owner, facility manager, owners and occupants of adjacent property, and the public when hydro-excavating is allowed and used.
5. Air Vacuum Excavating:

a. Air vacuum excavating is acceptable for all excavating Work.

b. Avoid creating sandblasting outside of excavations, dust emissions, other nuisances, unsafe conditions, and inconvenience to Owner, facility manager, owners and occupants of adjacent property, and the public when air vacuum excavating is allowed and used.

C. Excavation Protection:

1. Provide excavation protection system(s) in accordance with Laws and Regulations to prevent injury to persons and property, including Underground Facilities.
2. Provide safe access to excavations, including emergency exit, and safe access for construction equipment and machinery, where applicable, in accordance with laws and Regulations.
3. Comply with Section 31 23 19 - Dewatering, regarding dewatering of excavations and related matters.

D. Excavations for Manholes, Chambers, and Vaults:

1. Elevation of bottom of manholes, chambers, and vaults may be changed only via duly issued Contract modification. Such modifications may be directed by Engineer to ensure a stable bearing surface. Elevations of piping, conduit, and similar other Underground Facilities shall be as shown or indicated on the Contract Documents.
2. Extend excavations sufficiently on each side of manholes, chambers, vaults, or similar construction only as necessary for installing precast concrete structures and appurtenances, including temporary supports of excavations, observation and inspection of the Work, and safe sloping of sides of excavations, as necessary.

E. Subgrades – General:

1. Provide firm, dense, thoroughly compacted, consolidated subgrades, free of mud, muck, and other soft and unsuitable materials. Subgrades shall remain firm and intact under all construction operations. Reinforce subgrade by providing granular structural fill on subgrades that are otherwise solid but become soft or muddy on top due to construction operations. Finished elevation of stabilized subgrades shall not be above subgrade elevations shown on the Drawings, unless bottom of trench is rock below required bottom elevation of pipe, manhole, chamber, or vault, and above required bottom of excavation elevation.
2. If, in Engineer’s opinion, subgrade becomes soft, muddy, or both, because of construction delays, failure to dewater properly, or other cause within Contractor’s control, excavate subgrade to firm material, trim the subgrade, and backfill with granular structural fill material at Contractor’s cost.
3. Remove unsuitable subgrade materials below foundations. Limits of required removal of unsuitable material, when not otherwise expressly shown or indicated in the Contract Documents, shall be outside exterior limits of foundations around perimeter of manhole, chamber, vault, or similar item, by not less than the greater of the following horizontal distances:
    a. Distance equal to depth of required removal of unsuitable material, below bottom of foundations.
    b. Three feet.
    c. As directed by Engineer, in consultation with geotechnical engineering consultant (if any).
4. Preparation of Subgrades for Subsequent Work:
    a. Level off subgrades to receive foundations or compacted fill.
    b. Where subgrades are to receive subsequent fill or manholes, chambers, vaults, or similar items, remove loose materials and bring subgrades into compliance with the Contract Documents.
    c. Where compacted fill material is required to bring subgrade up to underside of construction, scarify existing subgrade upon which fill material will be placed to depth of

six inches and then compact to density required in this Section before fill material is placed thereon.

d. Do not excavate lower than required for buried piping or foundations, unless directed otherwise by Engineer.

e. Where excavation extends below required elevation without authorization, promptly advise Engineer and remedy unauthorized excavation in accordance with the Contract Documents. Corrections may include:

1) Under soil-supported foundations or soil-supported retaining walls:

a) Filling entire vertical distance between excavated subgrade and material required under foundation or other structure with compacted granular structural fill.

b) Concrete fill is acceptable for bringing elevations to proper position.

2) For locations other than those indicated above including slabs-on-grade:

a) Backfill and compact unauthorized excavations as indicated for authorized excavations of same classification, unless otherwise directed by Engineer.

3) Contractor is not eligible for change in Contract Price or Contract Times for remedying unauthorized excavations.

5. Evaluation and Protection of Subgrade:

a. Advise Engineer as soon as excavation is completed for Engineer's observation of subgrades and, where necessary or required, inspection and testing of subgrades.

b. If Engineer determines that bearing materials at required subgrade elevations are unsuitable, provide subgrade stabilization as indicated in this Article.

c. Do not commence further construction until subgrade under compacted fill material, under foundations and retaining walls is acceptable (in accordance with the Contract Documents) to Engineer, who may consider results of required testing, and who may elect to consult with geotechnical consultant (if any).

d. Engineer shall have sufficient opportunity to observe subgrade, after successful completion of tests and inspections required by the Contract Documents.

e. Place fill material and perform subsequent construction after subgrade is acceptable in accordance with the Contract Documents.

f. Protect subgrade from becoming loose, wet, frozen, or soft due to weather, construction operations, or other reasons.

6. Subgrade stabilization:

a. If subgrade under foundations or fill material, is frozen, loose, wet, or soft before construction is placed thereon, remove frozen, loose, wet, or soft material and replace with approved compacted material as directed by Engineer, who may consult with geotechnical consultant.

b. Loose, wet, or soft materials, when approved by Engineer, may be stabilized by a compacted working mat of well graded crushed stone.

c. Stabilization shall be in accordance with the Contract Documents. Where the Contract Documents do not address subgrade stabilization, promptly submit to Engineer written request for clarification or interpretation, or other written instrument in accordance with the Contract Documents. In such event, do not proceed until response is obtained from engineer.

F. Pipe Trench Preparation:

1. Not more than 300 feet of trench may be opened in advance of installing pipe in trench.

2. Trench width shall be minimized to greatest extent practical, and shall comply with the following:

a. Trench width shall be sufficient to provide space for installing, jointing and inspecting piping. The Drawings show additional requirements for trenches. In no case shall trench be wider at top of pipe than pipe barrel's outside diameter (OD) plus two feet, unless otherwise shown or indicated.

b. Enlargement of trench width at pipe joints may be made when required and approved by Engineer.

c. For excavating and backfilling for manholes, chambers, and vaults associated with buried piping, excavation at widest point of manhole, chamber, or vault shall be not wider than two feet greater than widest outside dimension (including bottom footings or flanges, if any, of precast concrete structures) of the associated manhole, chamber, or vault.

d. Trench width shall be sufficient for Contractor's means of temporarily supporting the excavation and dewatering.

e. Trench width shall be sufficient to allow thorough compaction of fill adjacent to bottom half of pipe.

f. Do not use construction equipment or machinery that necessitates trench to be excavated to excessive width.

3. Depth of trench shall be as shown or indicated in the Contract Documents. If required and approved by Engineer in writing (such as a duly issued Contract modification), depths may be revised.

4. Where Engineer considers existing subgrade (beneath intended bedding material) unsuitable, remove and replace such unsuitable material with granular structural fill material for full width of trench, down to suitable material.

5. Utility trenches shall not be left open overnight. Utility trenches must be filled or covered with trench plate.

G. Freeze Protection:

1. Do not place foundations or fill material on frozen subgrade.

2. When freezing temperatures are expected, based on widely recognized, reputable source for weather forecasts at or near the Site, do not excavate to full depth indicated, unless foundations or fill material can be placed immediately after excavation has been completed and is acceptable in accordance with the Contract Documents.

3. Protect from freezing excavation, subgrade, and fill materials when subsequent Work thereon is delayed.

H. Construction Traffic on Soils:

1. Furnish and use appropriate backhoe or other low-contact pressure equipment to remove existing materials.

2. Minimize construction traffic on existing materials and saturated soils and avoid soil disturbance.

3. Repair disturbed subgrade materials prior to performing subsequent Work. Remedial work shall be in accordance with the Contract Documents. When not addressed in the Contract Documents, remedial Work shall be as directed by Engineer via appropriate Contract modification.

4. Allow only minimal foot traffic on bearing soils prepared for subsequent installation of fill or foundations.

3.6 FILLING AND COMPACTING

A. Filling and Compacting – General:

1. Provide and compact all fill required for the finished grades as shown and as indicated in this Section.

B. Place fill as promptly as progress of the Work allows, but not until completing the following:

1. Obtaining Engineer's concurrence, after observation by Engineer or Resident Project Representative (if any) of construction below finish grade, including removal of trash and debris from excavations, waterproofing (where required), and related Work.

2. Successful completion of required field quality control activities for Work that will be covered or concealed by filling, including field quality control testing of buried piping, conduits that

will convey fluid or gas, and exfiltration testing (where performed or required) of manholes, chambers, vaults, and similar items. For manholes, chambers, and vaults, where infiltration testing or vacuum testing is performed or required, such testing may be performed following backfilling.

3. Completion of proper documentation of as-constructed conditions and existing conditions (such as locations of Underground Facilities) in accordance with Port of Pensacola Project Manual .
4. Removal of temporary supports of excavations.
5. Remove fill that includes organic materials or other unacceptable material and replace with fill material complying with the Contract Documents.

C. Placement – General:

1. Place fill to the grades shown or indicated. Bring up evenly on all sides fill around manholes, chambers, vaults, and similar items, and Underground Facilities.
2. Management of Moisture Content:
   a. Place fill materials at moisture content and density as indicated in this Article's requirements on compaction density. Prior to placing fill material, optimum moisture and maximum density properties for proposed material shall be obtained from Engineer, who may consult with geotechnical consultant, if any. Furnish and use construction equipment and machinery capable of adding measured amounts of water to fill materials to bring fill materials to a condition within required moisture content range. Control moisture for each lift necessary for required compaction.
   b. Furnish and use construction equipment and machinery capable of discing, aerating, and mixing fill materials to ensure reasonable uniformity of moisture content throughout fill materials, and to reduce moisture content of borrow materials by air drying, when necessary.
   c. When subgrade or fill materials requires moisture-conditioning before compaction, fill material shall be sufficiently mixed or worked on the subgrade to ensure uniform moisture content throughout the lift of material to be compacted.
   d. Materials at moisture content in excess of specified limit shall be dried by appropriate means, such as aeration or stockpiling for gravity drainage and air drying.
3. Compaction:
   a. Compaction Equipment:
      1) Perform compaction with construction equipment and machinery suitable for the type of fill material placed. Unless otherwise required, compact cohesive soils using sheepsfoot compactor, and compact granular materials using pneumatic rollers, vibrators, or other construction equipment or machinery to obtain required density.
      2) Select and use equipment capable of providing the minimum density required in the Contract Documents.
      3) Use light compaction equipment and machinery, with equipment or machinery gross weight not exceeding 7,000 pounds within horizontal distance of 10 feet from the wall of completed, below-grade manholes, chambers, vaults, and similar items, and walls of adjacent buildings or structures.
      4) Furnish and use construction equipment and machinery capable of compacting in restricted areas next to structures and around piping and Underground Facilities.
   b. Compaction Test Area:
      1) Effectiveness of construction equipment and machinery selected by Contractor for compacting, shall be tested at start of compacted fill Work by constructing a small section of fill within the area where fill will be placed.
      2) If tests on the test section of fill indicate that required compaction is not obtained, do one or more of the following: increase the quantity of coverages, decrease the lift thicknesses, or use different compactor equipment or machinery.
4. Placement of Lifts and Compaction:

a. Place fill materials in horizontal, loose lifts, not exceeding specified thickness prior to compacting.
b. Place fill in manner ensuring uniform lift thickness after placing.
c. Preparation of surfaces for placement of fill:
1) Before commencing placing of fill, scarify underlying material to depth of six inches.
2) Where ground surface is steeper than one vertical to four horizontal ("1V:4H"), plow surface to bench and break up surface so that fill material will bind with existing surface. For slopes steeper than 1V:4H and less than 1V:1.5H, bench shall be six feet wide. For slopes steeper than or equal to 1V:1.5H and less than 1V:0.5H, bench shall be four feet wide.
d. Mechanically compact each lift, by not less than two complete coverages of compactor. One coverage is defined as the conditions reached when all portions of the fill lift have been subjected to the direct contact of compactor's compacting surface.
e. Compaction of fill materials by inundation with water is unacceptable.

5. Restrictions:
a. Do not place fill materials when standing water is present on surface of area where fill will be placed.
b. Do not compact fill when standing water is present on the fill to be compacted.
c. Do not place or compact fill in frozen condition or on top of frozen material.
d. Fill containing organic or deleterious materials or other unacceptable material previously described shall be removed and replaced prior to compaction.

6. If required densities are not obtained because of improper control of placement or compaction procedures, or because of inadequate or improperly functioning compaction equipment or machinery, perform all work necessary to provide required densities. Such work shall include, at no additional cost to Owner, complete removal of unacceptable fill areas and replacement and re-compaction until acceptable fill is provided.
7. Repair, at Contractor's cost, observed or measured settlement. Make repairs and replacements as necessary and required within 30 days after being so advised by Engineer, unless more-timely action is necessary to avoid or reduce the potential for safety hazards or damage to property.

D. Fill Placed in Pipe Trenches:

1. Piping trenches may be backfilled prior to testing of piping, unless nature of test requires observation of pipe or manholes, chambers, vaults, or similar items during testing. Do not construct building or structure over piping until piping has been successfully tested and passed.
2. Pipe Bedding: Pipe bedding material shall be as follows:
a. Unless otherwise shown or indicated, install buried piping on not less than six-inch layer of aggregate pipe bedding material underneath piping.
b. Pipe bedding material shall extend upward from elevation required immediately above to horizontal centerline of associated buried piping.
c. Pipe bedding material shall be spread and the surface graded to provide a uniform and continuous support beneath piping at all points between bell holes or pipe joints.
d. Install initial layer of pipe bedding material on prepared subgrade and compact as required. Provide appropriate divot in the bedding material to accommodate each pipe bell or joint. Install piping so that pipe barrel carries the weight of each pipe segment, rather than pipe bells or joints bearing the pipe's weight.
e. Slight disturbance of installed pipe bedding material surface during withdrawal of pipe slings or other lifting tackle is acceptable.
f. After each pipe's bedding material has been graded, and the piping has been aligned, joined in accordance with the Contract Documents, and placed in final position on bedding material, provide and compact sufficient pipe trench fill material under and around each side of pipe and back of bell or end thereof to hold piping in proper

position and maintain alignment during subsequent pipe jointing and embedment operations.

g. Subsequent to forming pipe joint, place additional pipe bedding material, in required lifts, to required top elevation of pipe bedding material. Ensure bedding material is properly and fully placed under pipe “haunches” for proper support of piping. Compact lifts of pipe bedding material in accordance with this Article prior to placing subsequent backfill material.

3. Placing and Compacting Pipe Trench Fill: Unless otherwise shown, placing and compacting of pipe trench fill materials shall comply with the following:
   a. Deposit and compact pipe trench fill material uniformly and simultaneously on each side of piping to prevent lateral displacement of piping.
   b. Each layer of pipe trench fill material shall be compacted by not less than two complete coverages of all portions of surface of each lift using appropriate compaction equipment or machinery.
   c. Method of compaction and compaction equipment and machinery used shall be appropriate for material to be compacted and shall not transmit damaging shocks to piping.

E. Installation of Flowable Fill, also known as Controlled Low Strength Material (CLSM):

1. Discharge flowable fill from ready-mix delivery vehicle into excavation, or other space to be backfilled with such material, via chutes, pumping, or hand-carried in buckets, in accordance with the Contract Documents (including the Specifications of Division 03 - Concrete) and requirements of flowable fill ready-mix Supplier.
2. Subgrade on which flowable fill is placed shall be free of disturbed or softened material and water.
3. Place flowable fill in lifts not greater than four feet depth.
4. Placing of each lift of flowable fill shall be a continuous operation, to the extent practicable.
5. Place flowable fill in manner that prevents flotation of piping or other damage to the Work, other Underground Facilities, and adjacent property.
6. Cold Weather Placing:
   a. Do not place flowable fill on frozen subgrade.
   b. Flowable fill batching, mixing, and placing may be performed when weather conditions are favorable, and ambient air temperature is 34 degrees F and rising.
   c. At the time of placing, flowable fill must have a temperature of not less than 40 degrees F.
   d. Discontinue placing flowable fill when ambient air temperature is 38 degrees F or less and falling.
7. After placing flowable fill, allow not less than 12 hours before placing subsequent lift or approved otherwise by Engineer.
8. Prevent contact with flowable fill by construction vehicles and equipment, or other traffic, for not less than 24 hours after placing, or until flowable fill is sufficiently hard to prevent rutting or other damage by vehicles and construction equipment.

F. Fill Required Under Subbase for Pavement and Other Traveled Ways:

1. Where bottom of pavement or surfacing of other traveled way will be at elevation equal to or less than preconstruction ground surface, after required excavation and preparation of subgrade, provide required subbase material to required depth. At underside of pavement or other surfacing of traveled way, subbase material shall extend horizontally six inches beyond edges of pavement or other surfacing. Exterior edges of subbase material shall be placed and compacted at uniform slope of one foot vertical-to-one foot horizontal away from top edge of subbase down to subgrade.
2. Where bottom of pavement or surfacing of other traveled way will be at elevation greater than preconstruction ground surface, after required preparation of subgrade, provide required fill material and subbase material to required depth. At underside of pavement or

other surfacing of traveled way, subbase material shall extend horizontally six inches beyond edges of pavement or other surfacing. Exterior edges of subbase material and fill material shall be placed and compacted at uniform slope of one foot vertical-to-one foot horizontal away from top edge of subbase down to subgrade.

G. Temporary Pavement:

1. Provide not less than 1.5 inches of temporary bituminous pavement immediately after filling excavations in paved roads and other pavement subject to vehicular traffic, where such pavement will remain permanently.
2. Maintain surface of paved area over the fill in good and safe condition during progress of the Work, and promptly fill depressions over and adjacent to the fill area caused by settlement of fill.
3. Permanent replacement pavement shall be equal to that of the existing roadways, unless otherwise shown or specified.

H. Compaction Density Requirements:

1. Compaction Requirements for Sitework (including civil, grading, and Underground Facilities):

LOCATION	COMPACTION DENSITY	MOISTURE CONTENT
Under Pavement, Other Traveled Ways, Curbs, Gutters, Sidewalks, and Buried Utilities (including manholes, chambers, vaults, and similar items):		
Cohesive soils	95% per ASTM D698	-2 to +3% of optimum
Cohesionless soils	75% relative density per ASTM D4253 and ASTM D4254	
Sitework Not Covered by the Above Category or Classification:		
Cohesive soils	90% of ASTM D698	-2 to +3% of optimum
Cohesionless soils	65% relative density per ASTM D4253 and ASTM D4254	

2. Compaction Requirements for Materials Supporting Foundations and Adjacent to Buildings and Structures:

LOCATION	COMPACTION DENSITY	MOISTURE CONTENT
Fill supporting foundations and fill adjacent to exterior of buildings and structures, adjacent to walls, piers, and columns	95% per ASTM D698	-2 to +3% of optimum

3. Compaction Density and Moisture Requirements for Specific Areas:

LOCATION	COMPACTION DENSITY	MOISTURE CONTENT
Outside buildings and structures, under slabs-on-grade	98% per ASTM D698	-2 to +3% of optimum

4. Fill Lift Thickness:
   a. Unless expressly shown or indicated otherwise, place fill in trenches, below piping, below foundations, or under paved areas in horizontal uncompacted layers not exceeding six inches deep, and thoroughly compact each before next layer is placed.
   b. In pipe trenches, above elevation of bottom of pipe, horizontal uncompacted layers shall be six inches deep.

5. Fill Moisture Content: Fill shall be wetted and thoroughly mixed to achieve moisture content to within the required range indicated in the applicable table, above, with the following exception(s):
    a. On-site clayey soils: Optimum to plus three percent (moisture less than optimum is unacceptable).
6. Replace natural, undisturbed soils or compacted soil subsequently disturbed or removed by construction operations with materials compacted as indicated.
7. Field quality control testing for density; to verify that specified density was obtained, will be performed during each day of compaction Work. Responsibility for field quality control testing is indicated in this Section's "Field Quality Control" Article.
8. When field quality control testing indicates unsatisfactory compaction, provide additional compaction necessary to obtain the required compaction. Perform additional compaction Work at no additional cost to Owner until required compaction is achieved. Such work includes complete removal of unacceptable (as determined by Engineer) fill areas and replacement and re-compaction until acceptable fill is provided in accordance with the Contract Documents.

I. Replacement of Unacceptable Excavated Materials: In cases where over-excavation to replace unacceptable soil materials is required, backfill the excavation to required subgrade with granular structural fill material and thoroughly compact in accordance with applicable table in this provision. Slope the sides of excavation in accordance with the maximum allowable inclinations specified for each element of the Work.

3.7 UNAUTHORIZED EXCAVATION

A. Unauthorized Excavation – General:

1. Excavations outside lines and grades shown or indicated and that are not approved by Engineer (including excavations below required subgrade elevation, unless Engineer directs removal of unsuitable subgrade material), together with removing and disposing of the associated material, shall be at Contractor's cost and risk.
2. Fill unauthorized excavations with properly compacted granular structural fill material at Contractor's cost.

3.8 PAVEMENT SUBBASE COURSE

A. Pavement Subbase – General:

1. Place subbase material, in layers of specified thickness, over subgrade to support pavement base course.
2. Prepare subgrade underlying subbase course in accordance with this Section's general requirements for subgrades.

B. Grade Control:

1. During construction, maintain lines and grades including crown and cross-slope of subbase course.

C. Placing of Pavement Subbase Course:

1. Provide subbase material where required to the limits shown or indicated.
2. Place subbase course material on prepared subgrade in layers of uniform thickness, in accordance with indicated cross-section and thickness. If the Contract Documents do not show or indicate required section of replacement paving, replacement subbase course shall be of thickness equal to existing subbase course.
3. Maintain optimum moisture content for compacting subbase material during placing operations.
4. After completing compaction, other than that necessary for bringing material for the next course, do not haul or drive over compacted subbase.
5. To prevent softening of subgrade, do not install pavement subbase in excess of 500 feet in length without compacting.

6. If subgrade material becomes churned up into or mixed with subbase material, remove the mixed material and replace with clean, compacted subbase material.

3.9 GRADING

A. Grading – General:

1. Uniformly grade areas within limits of grading under this Section, including adjacent transition areas.
2. Smooth subgrade surfaces within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

B. Grading Outside Building Lines:

1. Grade areas adjacent to building lines to drain away from buildings and structures.
2. Grade to prevent ponding of water. Provide grades and slopes as shown on the Drawings and to allow effective drainage to proper drainage routes, such as catch basins, ditches or swales intended to convey storm water, and other storm water drainage routes. Where intended grade for effective drainage is unclear, promptly submit to Engineer request for interpretation and obtain Engineer's interpretation or clarification before proceeding,
3. Provide final surfaces free of irregular surface changes, in accordance with the following:
   a. Sidewalks and poured in place concrete: Shape surface of areas under sidewalks to line, grade, and cross section, with finish surface not more than one inch above or below required subgrade elevation.
   b. Pavement (including hard-surfaced pavement and areas with stone surfacing): Shape surface of areas under pavement to line, grade, and cross section, with finish surface not more than 0.5-inch above or below required subgrade elevation.

C. Grading Surface of Fill Under Concrete Slabs-on-Grade:

1. Grade smooth and even, free of voids, compacted as specified, and to required elevation.
2. Provide final grades within tolerance of 0.5-inch when tested with a ten-foot straight edge.

3.10 DISPOSAL OF EXCAVATED SPOIL MATERIALS

A. Spoil Disposal - General:

1. Contractor shall haul away excavated material that does not comply with requirements for fill, or is in excess of quantity required for fill.
2. Disposal of materials shall comply with Laws and Regulations, at no additional cost to Owner.

3.11 FIELD QUALITY CONTROL

A. Site Tests and Inspections:

1. Testing Laboratory:
   a. Employ a testing laboratory to perform field quality control testing.
   b. Testing Laboratory Scope:
      1) Perform field moisture content tests (in accordance with ASTM D2216 or ASTM D6938) and density tests (in accordance with ASTM D1556 or ASTM D6938) to verify that required compaction of fill materials was provided.
      2) Tests of actual unconfined compressive strength or bearing tests (in accordance with ASTM D2850 or ASTM D2166) on each stratum.
      3) Furnish to Engineer and Contractor written results of each test.
   c. Authority and Duties of Testing Laboratory:
      1) Testing laboratory representatives ("technician") shall inspect the materials in the field, perform testing, and report findings to Engineer and Contractor. When the Work is defective, technician will direct attention of Engineer and Contractor to such defective Work.

2) Technician shall not supervise performance of any of Contractor's Work. Technician shall not perform other duties for Contractor.

3) Work will be tested and inspected by testing laboratory as the Work progresses, but failure to detect defective Work (including defective materials) shall not, in any way, prevent later rejection when defect is discovered, nor shall it obligate Engineer for Substantial Completion or final acceptance. Technicians are not authorized to revoke, alter, relax, enlarge, or release requirements of the Contract Documents, or to approve or accept any portion of the Work.

2. Responsibilities and Duties of Contractor:
   a. Use of testing laboratory or geotechnical consultant in no way relieves Contractor of responsibility to provide Work in compliance with the Contract Documents.
   b. When Owner furnishes services of testing laboratory, geotechnical consultant, or any combination thereof, for trenching, backfilling, and related earth Work, Owner and Engineer do not represent that the sampling and testing performed by Owner-hired testing laboratory or observations by Owner-hired geotechnical consultants, is sufficient for Contractor's purposes, or to monitor all aspects of the trenching, backfilling, and related earth Work. If additional quality control is needed to verify that the Work performed and materials delivered to the Site are in accordance with the Contract Documents, Contractor may retain its own, independent testing laboratory to perform additional sampling and testing for Contractor's purposes.
   c. To facilitate testing laboratory and geotechnical consultant, Contractor shall advise testing laboratory and geotechnical consultant not less than two days in advance of filling operations to allow for completion of field quality control testing and for assignment of personnel.
   d. Contractor shall be responsible for providing required compaction for fill and other earthwork. Contractor shall control construction operations by performing confirming tests to verify that Contractor has complied with the Contract Documents relative to compaction and moisture content.
   e. Contractor shall demonstrate adequacy of compaction equipment and procedures before exceeding one or more of the following quantities of earthwork. Each test location shall include tests for each layer, type, or class of fill to finish grade.
      1) 200 linear feet of trench fill.
      2) 10 cubic yards of granular structural fill.
      3) 100 cubic yards of suitable soil material.
      4) 50 cubic yards of subbase material.
3. Testing laboratory will inspect and indicate acceptable subgrades and fill layers before construction work is performed thereon. Testing of subgrades and fill layers shall be as follows:
   a. Trenches for Underground Facilities (including buried ductbanks):
      1) In Open Fields: Two locations every 1,000 linear feet.
      2) Along Dirt or Gravel Roads or Off Traveled Right-of-Way: Two locations every 500 linear feet.
      3) Crossing Paved Roads: Two locations along each crossing.
      4) Under Pavement Cuts or Within Two Feet of Pavement Edges: One location every 400 linear feet.
   b. For granular structural fill: Once per lift for each 1,000 square feet placed and compacted.
   c. For soil structural fill:
      1) For backfilling trenches located within 50 feet of buildings or structures, on 30-foot intervals on all sides of the building or structure for every compacted lift, but not less than one per lift on each side of the building or structure for buildings or structures less than 60 feet long on a side.

2) For material not used as fill against buildings or structures, once per lift for each 1,000 square feet placed and compacted.

d. For Suitable Soil Material: One per 1,000 square feet on every compacted lift.

e. Subbase Material: One per 1,000 square feet on every compacted lift.

4. Periodic compliance tests will be made by Engineer to verify that compaction is in accordance with the Contract Documents, at no cost to Contractor. Contractor shall remove overburden above the level at which Engineer wishes to test and shall fill and re-compact the material after testing is complete.

B. Defective Work:

1. If testing laboratory reports or inspections indicate subgrade, fill, or bedding compaction less than specified density, Contractor shall remove unacceptable materials as necessary and replace with specified materials and provide additional compaction at Contractor's cost until subgrades, bedding, and fill are acceptable.
2. Costs for retesting of subgrade, fill, or bedding materials that did not originally comply with the Contract Documents, including required density, shall be paid by Contractor.

3.12 RESTORATION

A. Restoration – General:

1. Provide replacement paving, sidewalks, concrete, curbs, gutters, and similar items in accordance with the Contract Documents.
2. Restore landscaping including lawn and meadow areas, in accordance with the Contract Documents.

END OF SECTION

SECTION 32 11 23
AGGREGATE BASE COURSES

PART 1 - - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Requirements for the installation of aggregate base course for new pavement.

1.2 REFERENCES

A. American Association of State Highway and Transportation Officials:

1. AASHTO T 180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. FDOT Standard Specifications for Road and Bridge Construction, latest release.

C. FM-5-515 Florida Method of Test and Limerock Bearing Ratio.

D. ASTM International:

1. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3)).
2. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
3. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.3 SUBMITTALS

A. Submit copies of test and records performed as specified to the Owner for review before starting work.

B. Materials Source: Submit name of imported fill materials suppliers.

C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

D. Field and Laboratory testing results.

1.4 QUALITY ASSURANCE

A. Furnish each aggregate material from single source throughout the Work, unless approved by the Owner.

B. Perform Work in accordance with Section 204 of FDOT Standard Specifications for Road and Bridge Construction unless noted otherwise in this specification or on the Contract Drawings.

PART 2 - - PRODUCTS

2.1 AGGREGATE BASE COURSE

A. Utilize reclaimed limerock base material from contractor’s excavating operations to the greatest extent possible for preparing the base course. Where imported material is required to supplement existing, or where existing limerock base material is not suitable for re-use, provide limerock material meeting the requirements of Section 911 of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

PART 3 - - EXECUTION

3.1 EXAMINATION

A. Verify substrate has been inspected, that gradients and elevations are correct, and that material is free of surface water and of the optimal moisture content for performance of the work.

3.2 PREPARATION

A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.

B. Do not place fill on soft or muddy surfaces.

3.3 AGGREGATE PLACEMENT AND COMPACTION

A. Spread aggregate over prepared substrate to a total compacted thickness as specified on the Contract Drawings. Place and compact in lifts as specified by Section 204 of FDOT Standard Specifications for Road and Bridge Construction.

B. The aggregate base course should have a minimum Limerock Bearing Ratio (LBR) of 100 and be compacted to 98% of the modified Proctor maximum dry density value as determined by ASTM D 1557.

C. Level and contour surfaces to elevations and gradients indicated.

D. Maintain optimum moisture content of fill materials to attain required compaction density.

E. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

F. Once base course meets the required acceptance criteria, prime and maintain in accordance with Section 204 and 300 of FDOT Standard Specifications for Road and Bridge Construction.

3.4 FIELD QUALITY CONTROL

A. Request visual inspection of bearing surfaces by Owner before installing subsequent work.

B. Perform laboratory and field tests in accordance with ASTM D1557, ASTM D2922 and ASTM D3017, FM-5-515 and in accordance with the requirements of FDOT Standard Specifications for Road and Bridge Construction, Section 204 with the exception that LBR and in-place density testing frequency shall be performed as follows:

1. Perform test every 150 linear feet of wharf. Location of test shall be selected by the Owner.

C. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

END OF SECTION 32 11 23

SECTION 32 12 16
ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the requirements for furnishing and installing asphalt concrete pavement where shown on the Contract Documents, and as needed for a complete and proper execution of the Work.

B. The work under this section includes but is not necessarily limited to the following:

1. Provide all labor, tools, material, and equipment.
2. Coordinate with other trades for underground utility work.
3. Provide asphalt priming of subgrade.
4. Design, furnish, transport, place, compact, and finish asphalt concrete paving.
5. Place asphalt concrete in the thicknesses, and within the areas, shown on the Contract Documents.
6. Furnish testing services.

1.2 REFERENCES

A. The latest edition and addenda of the following publications in effect on the date of Contract Award are part of this Specification and, where referred to by title or basic designation only, are applicable to the extent indicated by the specific reference:

1. Florida Department of Transportation Standard Specifications for Road and Bridge Construction
   a. 300 Prime and Tack Coats for Base Courses
   b. 320 Hot Bituminous Mixtures – Plant, Methods, and Equipment
   c. 330 Hot Bituminous Mixtures – General Construction Requirements
   d. 334 Superpave Asphalt Concrete
   e. 901 Course Aggregate
   f. 902 Fine Aggregate
   g. 916 Bituminous Materials
   h. 917 Mineral Filler

B. The Contractor shall conform to the requirements of the above standards, unless otherwise specified herein. In the event of a conflict between these specifications and the referenced standards, the more stringent requirement shall control.

1.3 SUBMITTALS

A. Product Data:

1. Materials list of items proposed to be provided under this Section.
2. Asphalt Concrete Mix Proportions for each type of asphalt concrete pavement.

B. Design Data:

1. Asphalt Mix Design

C. Certificates

1. Submit certificate stating that all materials and procedures meet or exceed the specified requirements of this Section.

D. Paving Plan

1. Submit a paving plan that identifies the type and layer thickness of each layer that will be placed to provide the composite asphalt pavement section. The plan shall also indicate the direction which the layers will be placed.

E. Tests

1. Results of Material Tests for Asphalt Concrete.
2. Results of Density Tests for Asphalt Concrete.

1.4 QUALITY ASSURANCE

A. Company specializing in performing the Work of this Section shall have at least three years of relevant experience providing asphalt concrete pavement.

B. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

C. Contractor shall be responsible for the quality of asphalt concrete and asphalt concrete construction. Quality of asphalt concrete will be determined, by Owner, based on conformance with the requirements of this Section of the Specifications and on the results of tests performed as specified.

D. Owner's approvals of materials and composition of asphalt paving mixtures shall in no way relieve Contractor of its responsibility for the furnishing of asphalt concrete conforming to the requirements of this Section of the Specifications.

E. In the event that materials or placement not conforming to the requirements of this Section of the Specifications are found to have been included in asphalt concrete already in place, and if the inclusion of such materials could reasonably be expected to lead to the deterioration of the asphalt concrete, remedial measures, as prescribed by Owner, shall be taken to correct the deficiency. All such remedial measures, including, if required by Owner, removal and replacement of asphalt concrete paving and performance of any related work, shall be at the expense of Contractor.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Asphalt Cement: In accordance with Section 916 of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition, and as approved by the Owner. Select binder based on usage of reclaimed asphalt pavement as outlined in Section 334 of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

B. Course Aggregate: In accordance with Section 901 of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

C. Fine Aggregate: In accordance with Section 902 of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

D. Mineral Filler: In accordance with Section 917 of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

E. Primer & Tack Coat: In accordance with Section 300 of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

F. Reclaimed Asphalt Pavement (RAP): Processed material obtained by milling or full depth removal of existing asphalt concrete pavements.

2.2 ASPHALT PAVING MIX

A. The Contractor shall be responsible for the design of all asphalt concrete mixes. The furnished asphalt concrete mixes shall conform to the requirements of Section 334 of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition and be suitable for Traffic Level C service.

B. Reclaimed Asphalt Pavement (RAP): Use of RAP is acceptable. The maximum quantity of RAP shall meet the requirements of Section 334 of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition for Traffic Level C service.

2.3 SOURCE QUALITY CONTROL

A. Batch plant shall meet the requirements of Section 320 of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition. The batch plant shall follow all procedures in Section 320 of the FDOT Standard Specifications for Road and Bridge Construction for preparing hot mix asphalt concrete.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct all conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

B. Verify compacted subgrade and base material is dry and ready to support paving and imposed loads.

C. Verify gradients and elevations of base are correct.

3.2 MILLING OF EXISTING ASPHALT

A. As directed by Owner, Mill existing asphalt in accordance with Section 327 of the FDOT Standard Specifications for Road and Bridge Construction. Mill to a minimum depth of 1 inch.

3.3 PREPARATION - PRIME COAT:

A. Asphalt primer, shall be applied to compacted base material, prior to application of the asphalt concrete base course.

B. Surface of the base material shall be clean, dry, and free from frost; and, shall be maintained in that condition during the application of prime coat.

C. Apply primer in accordance Section 330 of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

D. Use clean sand to blot excess primer.

3.4 PREPARATION – TACK COAT

A. Apply tack coat in accordance with Section 330 of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

B. Contractor shall plan work such that no more tack coat than is necessary for the day's operation is placed on the surface. All traffic not essential to the Work shall be kept off the tack coat.

3.5 PLACING AND COMPACTING ASPHALT PAVEMENT

A. Install asphalt concrete paving in accordance with Section 330 of FDOT Standard Specifications for Road and Bridge Construction, Latest Edition. All equipment shall meet the requirements of Section 320 of the FDOT Standard Specifications for Road and Bridge Construction.

B. Pavement courses shall be placed to the allowable thicknesses identified in Section 334 of FDOT Standard Specifications for Road and Bridge Construction, Latest Edition and as identified on the Owner approved Paving Plan.

C. Compact pavement by rolling to specified density. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.

D. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks.

E. Place asphalt binder course within 24 hours of applying primer or tack coat.

F. Place wearing course within 24 hours of placing and compacting binder course. When binder course is placed more than 24 hours before placing wearing course, clean surface and apply tack coat before placing wearing course.

3.6 QUALITY CONTROL

A. Place asphalt concrete pavement to the tolerances and requirements established for asphalt concrete pavement acceptance in Section 330 of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

B. Any deviations in excess of FDOT's established tolerances shall be corrected by addition or removal of asphalt material and rolling before the pavement mixtures becomes cold.

3.7 SEAL COAT

A. Seal Coat: A fog seal of 0.10 to 0.20 gallons per square yard of diluted emulsified asphalt shall be applied by pressure distributor on the final compacted asphalt concrete surface. The surface shall be free of dust and loose material prior to application. Application shall be during periods when the air is calm.

3.8 TESTING

A. Take samples and perform tests in accordance with Section 334 of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

B. Test wearing surface for smoothness and grade in accordance with Section 330 of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

END OF SECTION 32 12 16

SECTION 32 17 23
PAINTED PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes requirements for pavement markings, which include, but not limited to, lane striping, directional arrows, crane rail clearance markings, stop bars and lettering.

1.2 REFERENCES

A. American Association of State Highway and Transportation Officials:

B. AASHTO M247 - Standard Specification for Glass Beads Used in Traffic Paint.

C. ASTM International:

1. ASTM D34 - Standard Guide for Chemical Analysis of White Pigments.
2. ASTM D126 - Standard Test Methods for Analysis of Yellow, Orange, and Green Pigments Containing Lead Chromate and Chromium Oxide Green.
3. ASTM D562 - Standard Test Method for Consistency of Paints Using the Stormer Viscometer.
4. ASTM D711 - Standard Test Method for No-Pick-Up Time of Traffic Paint.
5. ASTM D713 - Standard Practice for Conducting Road Service Tests on Fluid Traffic Marking Materials.
6. ASTM D969 - Standard Test Method for Laboratory Determination of Degree of Bleeding of Traffic Paint.
7. ASTM D1301 - Standard Test Methods for Chemical Analysis of White Lead Pigments.
8. ASTM D1394 - Standard Test Methods for Chemical Analysis of White Titanium Pigments.
9. ASTM D1475 - Standard test Method for Density of Liquid Coatings, Inks, and Related Products.
10. ASTM D1640 - Standard Test Methods for Drying, Curing, or Film Formation of Organic Coatings at Room Temperature.
11. ASTM D2202 - Standard Test Method for Slump of Sealants.
12. ASTM D2371 - Standard Test Method for Pigment Content of Solvent-Reducible Paints.
13. ASTM D2621 - Standard Test Method for Infrared Identification of Vehicle Solids from Solvent-Reducible Paints.
14. ASTM D2743 - Standard Practices for Uniformity of Traffic Paint Vehicle Solids by Spectroscopy and Gas Chromatography.

1.3 PERFORMANCE REQUIREMENTS

A. Paint Adhesion: Adhere to pavement surface forming smooth continuous film one minute after application.

B. Paint Drying: Tack free by touch so as not to require coning or other traffic control devices to prevent transfer by vehicle tires within two minutes after application.

1.4 SUBMITTALS

A. Product Data: Submit paint formulation and manufacturer for each type of paint.

B. Test Reports: Submit source and acceptance test results in accordance with AASHTO M247.

C. Manufacturer's Installation Instructions: Submit instructions for application temperatures, eradication requirements, application rate, line thickness, type of glass beads, bead embedment and bead application rate, and any other data on proper installation.

D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

B. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

A. Manufacturer: Company whose product is listed on the FDOT Qualified Product List (QPL).

B. Applicator: Company specializing in performing work of this section with minimum 5 years documented experience approved by manufacturer.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Transport, handle, and store products according to manufacturer's recommendations.

B. Invert containers several days prior to use when paint has been stored more than 2 months. Minimize exposure to air when transferring paint. Seal drums and tanks when not in use.

C. Glass Beads. Store glass beads in cool, dry place. Protect from contamination by foreign substances.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Conform to requirements of SECTION 01 60 00 PRODUCT REQUIREMENTS.

B. Do not apply materials when surface and ambient temperatures are outside temperature ranges required by paint product manufacturer.

C. Do not apply pavement markings during rain or snow when relative humidity is outside humidity ranges, or moisture content of surfaces exceed those required by paint product manufacturer.

D. Do not apply paint when temperatures are expected to fall below 55 degrees F for 24 hours after application.

E. Volatile Organic Content (VOC). Do not exceed State or Environmental Protection Agency maximum VOC on traffic paint.

PART 2 - - PRODUCTS

2.1 PAINTED PAVEMENT MARKINGS

A. Furnish materials in accordance with FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

B. Materials shall be listed on the FDOT Qualified Product List. Products shall conform to the requirements of Section 710 of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

C. Glass Beads: AASHTO M247, Type 1, coated to enhance embedment and adherence with paint.

2.2 EQUIPMENT

A. Continuous Longitudinal Line Application Machine: Use application equipment with following capabilities.

1. Dual nozzle paint gun to simultaneously apply parallel lines of indicated width in solid or broken patterns or various combinations of those patterns.
2. Pressurized bead-gun to automatically dispense glass beads onto painted surface, at required application rate.
3. Measuring device to automatically and continuously measure length of each line placed, to nearest foot.

B. Other Equipment:

1. For application of stop bars and other miscellaneous items by walk behind stripers, hand spray or stencil trucks, apply with equipment meeting requirements of this section. Do not use hand brushes or rollers. Optionally apply glass beads by hand.

2.3 SOURCE QUALITY CONTROL

A. Conform to requirements of SECTION 01 45 29 TESTING LABORATORY SERVICES.

B. Test and analyze traffic paints in accordance with those methods specified by FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

C. Make paints and glass beads available for inspection at manufacturer's factory prior to packaging for shipment. Notify Owner at least seven days before inspection is allowed.

PART 3 - - EXECUTION

3.1 EXAMINATION

A. Do not apply paint to surfaces until concrete or asphalt has cured for 28 days.

3.2 PREPARATION

A. Maintenance and Protection of Traffic:

1. Provide short term traffic control as required to facilitate the installation of pavement markings. Traffic control provisions shall be approved by the Owner and installed only when they do not interfere with the operations of the Owner's tenants.

B. Surface Preparation.

1. Clean and dry paved surface prior to painting.
2. Blow or sweep surface free of dirt, debris, oil, grease or gasoline.
3. Spot location of final pavement markings as specified and as indicated on Drawings by applying pavement spots 25 feet on-center.
4. Notify Owner after placing pavement spots a minimum of three days prior to applying traffic lines.

3.3 EXISTING WORK

A. Remove existing markings in an acceptable manner prior to installation of new striping or pavement markings. Do not remove existing pavement markings by painting over with black paint. Remove by methods that will cause least damage to pavement structure or pavement surface. Satisfactorily repair any pavement or surface damage caused by removal methods.

3.4 APPLICATION

A. Install Work in accordance with FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

3.5 FIELD QUALITY CONTROL

A. Inspect for incorrect location, insufficient thickness, line width, coverage, retention, uncured or discolored material, and insufficient bonding.

B. Repair lines and markings, which after application and curing do not meet following criteria:

1. Incorrect Location: Remove and replace incorrectly placed patterns.
2. Insufficient Thickness, Line Width, Paint Coverage, Glass Bead Coverage or Retention: Prepare defective material by acceptably grinding or blast cleaning to remove substantial amount of beads and to roughen marking surface. Remove loose particles and debris. Apply new markings on cleaned surface in accordance with this Section.
3. Uncured or Discolored Material, Insufficient Bonding: Remove defective markings in accordance with this Section and clean pavement surface one foot beyond affected area. Apply new markings on cleaned surface in accordance with this Section.

C. When eradication of existing paint lines is necessary, eradicate by shot blast or water blast method. Do not gouge or groove pavement more than 1/16 inch during removal. Limit area of removal to area of marking plus 1 inch on all sides. Prevent damage to transverse and longitudinal joint sealers, and repair any damage to the satisfaction of the Owner.

D. Maintain daily log showing work completed, results of inspections or tests, pavement and air temperatures, relative humidity, presence of any moisture on pavement, and any material or equipment problems. Make legible entries in log in ink, sign and submit by end of each work day. Enter environmental data into log prior to starting work each day and at two additional times during day.

3.6 PROTECTION OF FINISHED WORK

A. Protect painted pavement markings from vehicular and pedestrian traffic until paint is dry and track free. Follow manufacturer's recommendations or use minimum of 30 minutes. Consider barrier cones as satisfactory protection for materials requiring more than 2 minutes dry time.

END OF SECTION 32 17 23

SECTION 33 05 07.23
UTILITY BORING AND JACKING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Providing casing pipes under rights-of-way or other facilities, including:
   a. Casing pipe.
   b. Exterior and interior coatings of casing pipes.
   c. Additional requirements for carrier pipe installed within casing pipes.
   d. Supports for carrier pipe, within casing pipe.
   e. Permanent signage at ends of casing pipes.

B. Related Requirements: Include but are not necessarily limited to:

1. Section 02 22 13 - Movement and Vibration Assessment.
2. Section 03 30 00 - Concrete.
3. Section 31 23 33.Utilities - Trenching and Backfilling.
4. Section 40 05 01 - Common Work Results for Process Piping.

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1.2 REFERENCES

A. Reference Standards: Standards referenced in this section include, but are not necessarily limited to, the following:

1. American Water Works Association (AWWA)
   a. C203 - Coal-Tar Protective Coatings and Linings for Steel Water Pipe.
2. American Welding Society (AWS)
   a. B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification.
   b. D1.1/D1.1M - Structural Welding Code —Steel.
   c. D1.3/D1.3M - Structural Welding Code—Sheet Steel.
3. ASTM International (ASTM):
   a. A139/A139M - Standard Specification for Electric-Fusion (Arc)-Welded Steel Pipe (NPS 4 and Over).
   b. A252/A252M - Standard Specification for Welded and Seamless Steel Pipe Piles.
   c. D4956 - Standard Specification for Retroreflective Sheeting for Traffic Control.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate with owners of rights-of-way across which casing pipes will be installed, and coordinate with operators using facilities within such right-of-way as necessary in performing the Work.
2. When right-of-way owner will furnish services of construction observers, inspectors, or similar personnel, or traffic control personnel, at the Site during construction, coordinate directly with such personnel while complying with associated work permits and occupancy permits.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Contractor to obtain permits for construction as needed.

B. Qualifications:

1. Manufacturers:
   a. Manufacturers of materials and products required by this Section shall be entities regularly engaged and experienced in manufacturing items of the type required, and shall possess not less than five years of experience manufacturing items similar to those required in this Section.
   b. Upon Engineer's request, submit documentation of manufacturers' compliance with qualifications requirements.
2. Installer:
   a. Installer of casing pipes by boring and jacking, and associated Work required by this Section shall be entities regularly engaged and experienced in installing casing pipes by boring and jacking, installing carrier pipes within casing pipes, and related Work of the type required, and shall possess not less than five years of experience performing construction similar to that required in this Section.
   b. When the Work involves providing casing pipes by boring and jacking at more than one location, a single installer shall perform all utility boring and jacking Work, unless otherwise acceptable to Engineer.
   c. Installer's site superintendent or foreman (as applicable) and operators of boring and jacking construction equipment and machinery, shall each have not less than five years of active experience operating and supervising types of boring and jacking construction equipment and machinery that will be used in the Work.
   d. Submit documentation of installer's compliance with qualifications requirements.
3. Welders:
   a. Qualify welding procedures and welding operators in accordance with AWS B2.1/B2.1M, AWS D1.1/D1.1M, and AWS D1.3/D1.3M.
   b. Welder to have a minimum five years of active experience related to steel pipe welding.
   c. Upon Engineer's request, submit documentation of welders' qualifications and certifications.

1.5 SUBMITTALS

A. Submit the following:

1. Shop Drawings:
   a. Drawings showing, for each casing pipe, proposed layout of casing pipe, boring and receiving pits, and adjacent work areas, including locations of buried utility piping (and adjacent Underground Facilities, if any) to be installed through casing pipe.
   b. Proposed detail drawings showing and indicating casing pipe appurtenances, including carrier pipe supports, and locations and means of attaching to casing pipe passive cathodic protection.
   c. Show and indicate locations of required, permanent signage, including details of signage construction and installation.
   d. Layout of proposed permanent signage, indicating sign dimensions, text, font, colors, and arrangement, for each sign required under this Section. Indicate materials of proposed signage. Show and indicate proposed installation details, including attachment of sign panels to braces, arrangement of braces and vertical support posts and foundations, and proposed height of signs above finished grade.
2. Product Data:
   a. Casing pipe manufacturer's published information, including specifications, material properties, dimensions, indication of third-party reference standards with which materials comply, and other pertinent data.
   b. Supplier's published information for protective coatings required for casing pipes, indicating proposed materials, application methods, dry film thickness, third-party reference standards with which materials comply.

c. Supplier's published information indicating proposed materials, sizes, strength, third-party reference standards with which materials comply, and jointing of carrier pipe supports within the casing pipe.

d. Supplier's published information for materials proposed for bulkheads required at each end of casing pipes, indicating materials, material properties, and other pertinent information.

B. Informational Submittals:

1. Contractor's Test and Evaluation Reports:

a. Submit written results of required pilot hole not more than two days following completion of pilot hole augering. Clearly indicate in such Submittal whether results of pilot hole augering appear to indicate subsurface conditions sufficient for proper installation of casing pipe in accordance with the Contract Documents.

2. Procedure Submittals:

a. Indication of basic, proposed method for installing casing pipe (for example, via open-cut, via boring and jacking, or other).

b. Copy of work permit issued to Contractor by owner of right-of-way or facility underneath which casing pipe will be installed.

c. Engineer's review, comments upon, and acceptance of Contractor's procedure Submittals are only for the limited purposes indicated in the Contract Documents. Engineer's review, comments upon, action, or inaction concerning such Submittals, shall not, in any way, reduce or mitigate Contractor's sole responsibility for construction means, methods, techniques, procedures, and sequences, or associated safety and protection measures.

3. Field Quality Control Submittals:

a. Submit results of field quality control tests and inspections required in the "Field Quality Control" Article of this Section.

4. Qualification Statements:

a. Manufacturers, when requested by Engineer.

b. Installer.

c. Welders, when requested by Engineer.

C. Closeout Submittals:

1. Bonds:

a. Submit copy of warranty bond, sometimes also known as "maintenance bond", when right-of-way owner requires Contractor-furnished surety bond for casing pipe, carrier pipe, or both.

2. Record Documentation:

a. Submit as-constructed survey and drawings of completed casing pipes and related Work provided on property of right-of-way owner, in accordance with the "Closeout Activities" Article of this Section. Furnish such Submittal not more than 10 days after commencing backfilling of excavations associated with the Work on right-of-way owner's property.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Handling of Casing Pipes:

1. Deliver casing pipes to the Site without damage, whether to casing pipe or shop-applied coatings and linings, and in good condition.

2. Handle and protect casing pipes to maintain diameter within two percent of intended, nominal diameter.

1.7 FIELD CONDITIONS

A. Existing Conditions:

1. Refer to Section 31 23 33.Utilities - Trenching and Backfilling.
2. Refer to Drawings.

1.8 WARRANTY

A. Warranty Bond:

1. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C 612, Warranty Bond (2018 or later). Warranty bond must be in a bond amount of amount equal to replacement value of the Work of this Section associated with right-of-way owner. Warranty bond period will extend to a date three years after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner and right-of-way owner prior to, or with, the final Application for Payment, and in any event not later than 11 months after Substantial Completion.
2. Warranty bond shall clearly indicate Owner and right-of-way owner as dual obligees.
3. Warranty bond must be issued by the same surety that issues the performance bond required under General Conditions.

PART 2 - PRODUCTS

2.1 SYSTEM REQUIREMENTS

A. Description:

1. Contractor shall provide all labor, materials, construction equipment and machinery, tools, services (including professional services when necessary), and incidentals necessary to furnish and install casing pipes, carrier pipes, and related Work required for buried utilities to be conveyed under rights-of-way.
2. Location, length, and elevation of each casing pipe is shown on the Drawings.

2.2 CASING PIPES

A. Performance Criteria:

1. Provide steel casing pipes with strength sufficient to withstand the following:
   a. Handling stresses.
   b. Stresses imposed by boring and jacking during casing pipe installation.
   c. Structural loading imposed by soils, ground water, and other materials imposing loading on casing pipes, plus dead load and live loads imposed by facilities within the right-of-way, such as roadways, railroads, and their associated traffic.
   d. Water seepage.
   e. When necessary, protecting personnel who may potentially enter casing pipe during installation or at other times.
   f. When necessary, to allow advancement of casing pipe through caving substrata.

B. Casing Piping Materials and Fabrication:

1. Casing pipes shall be weldable, rigid steel, smooth, clean, free of rust, and watertight, in accordance with ASTM A139/A139M Grade B.
2. Material Strength:
   a. Minimum tensile strength: 60,000 psi.
   b. Minimum yield strength: 35,000 psi.
3. Required minimum thickness 0.406”.

C. Shop-Applied Finishes:

1. Before applying coatings to casing pipe surfaces, perform surface preparation in accordance with written instructions of coating system manufacturer.

2. Provide coal-tar primer and hot coal-tar enamel finish coat in accordance with AWWA C203, apply to exterior and interior surfaces of casing pipes . Total dry film thickness of completed coating system shall be not less than 16 mils.

2.3 CARRIER PIPES

A. Carrier Pipes – General:

1. See Drawings for pipe material for respective casings.

B. Carrier Pipe Supports:

1. Carrier Pipe Supports - General:
   a. Provide carrier pipe supports, within casing pipe, to adequately support casing pipe without stress, leakage, or adverse effect on service life of carrier pipe.
   b. Carrier pipe supports shall prevent galvanic action between carrier pipe, casing pipe, and other system components.
   c. Support carrier pipe at approximate centerline of casing pipe.
   d. Spacing:
      1) Ductile iron, steel, stainless steel, or concrete carrier pipe.

Pipe Sizes (inches)	Maximum Span (feet)
1.5 and less	5
2 and larger	8

      2) Polyethylene.

Pipe Sizes (inches)	Maximum Span (feet)
1.25 and less	3
1.5 through 3	4
4 and greater	5

      3) In addition to the foregoing, provide carrier pipe support within two feet of each specialty (such as couplings, expansion joints, fittings, or similar items) within casing pipe, and provide carrier pipe supports within two feet of each end of each casing pipe.
2. Casing Spacers:
   a. Casing Spacers – General
      1) Carrier pipe supports shall be casing spacers, specifically manufactured, by entity regularly engaged in manufacturing casing pipe spacers, for supporting carrier pipe within casing pipe at approximate casing pipe centerline.
      2) Allow sufficient space between interior, upper half of casing pipe and risers protruding above carrier pipe to allow casing pipe sufficient space for deflection under anticipated deadload, live load, and dynamic loads, and to allow carrier pipe installation in event of minor irregularities at field-welded joints in casing pipe.
      3) Where necessary or required, provide casing spacers with field-adjustable risers to accommodate carrier pipes that must be installed on continuous slope, such as gravity sewers and carrier pipes required to drain to a specific drainage point.
      4) Factory-fabricate casing spacer components.
   b. Manufacturers: Subject to compliance with the Contract Documents, casing spacers by the following are acceptable:
      1) Pipeline Seal and Insulator, by Allied Corrosion Industries.

2) Advance Products and Systems.
3) Cascade Waterworks.
4) Or equal.

c. Spacers for ductile iron, steel, stainless steel, copper, or concrete carrier pipes:
1) Materials:
a) Band around carrier pipe: 14-gauge Type 304 stainless steel, size as recommended by casing spacer manufacturer for the installation. Fully passivate welds to stainless steel.
b) Liner inside band: 0.09 inch thick PVC for carrier pipe service temperature up to 120 degrees F, or 0.09 inch thick EPDM rubber for carrier pipe service temperature above 120 degrees F up to 250 degrees F.
c) Risers and runners outside of band: FRP or polyethylene, sizing and configuration as recommended by casing spacer manufacturer as necessary for the installation. Where carbon steel bands are provided, riser may be 10-gauge carbon steel (material identical to band), covered with same protective coating as band, with ends encapsulated in FRP or polyethylene.
d) Fasteners: Same material as band.

d. Spacers for Polyethylene and Thermoplastic carrier pipes:
1) Entirely polyethylene spacers, without metal parts, as recommended by casing spacer manufacturer appropriate for the installation.
2) Individual segments shall be solid core.
3) Provide runners integrally molded with risers.
4) Hardware: Corrosion resistant, compatible with other materials provided.

3. For piping with joints provide restrained joints for carrier pipe within casing pipe.

2.4 ACCESSORIES

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions:

1. Prior to commencing installation of casing pipes, verify field conditions at each jacking and receiving pit needed for installing casing pipes.
2. Pile Hole:
a. After partially excavating jacking and receiving pits to depth equal to required centerline of casing pipe, auger two-inch diameter pilot hole, along approximate alignment of centerline of casing pipe, to determine if rock or other obstruction would prevent proper installation of casing pipe.
b. During augering of pilot hole, document changes in subsurface conditions encountered and promptly furnish as Submittal.
c. Do not commence installing casing pipe until Engineer has accepted results of pilot hole.
3. Comply with requirements of Section 31 23 33.Utilities - Trenching and Backfilling, regarding field conditions and examination.
4. Perform monitoring and assessment in accordance with Section 02 22 13 - Movement and Vibration Assessment.

B. Installing the Work constitutes Contractor’s approval of underlying work, subsurface conditions, and other field conditions prevailing at the time of the Work.

3.2 INSTALLATION

A. Installation Requirements:

1. Installation – General:

a. Provide casing pipes at locations shown and indicated on the Drawings.
b. Perform utility boring and jacking in accordance with the Contract Documents; occupancy permit, work permit, and other requirements of right-of-way owner; Laws and Regulations; and written instructions of manufacturers of materials provided. In event of conflicting requirements, obtain interpretation or clarification from Engineer before proceeding.
c. Obtain consent of right-of-way owner before performing required field tests on carrier pipes and placing carrier pipes into operation for Substantial Completion.

2. Earth Work and Restoration:
   a. Perform earth Work, including excavating and filling of jacking and receiving pits, in accordance with Section 31 23 33.Utilities - Trenching and Backfilling. Provide temporary support of excavations and dewatering of excavations in accordance with the Contract Documents.
   b. Sizes of jacking and receiving pits shown on the Drawings are approximate. When sufficient land area is available, and Contractor has appropriate permission to access desired property, jacking and receiving pits may, at Contractor's option, be larger than indicated on the Drawings. Contractor is solely responsible for excavating, backfilling, and restoring jacking and receiving pits, as well as protecting adjacent property.
   c. Contractor may, at Contractor's option, provide jacking pit at location shown on the drawings for receiving pit, and vice-versa, when the following apply: (1) sufficient land and access is available for the alternative jacking pit location, and (2) when approved by Engineer via Field Order or other Contract modification. Owner is not obligated, in any way, to furnish additional lands for alternative jacking pit location. Neither Owner nor Engineer are obligated, in any way, to authorize alternative locations of jacking and receiving pits.
   d. When required by the Contract Documents or by right-of-way owner, provide temporary or permanent (as applicable) sheeting at ends of jacking and receiving pits closest to facilities occupying the right-of-way, such as roadway, railroad track, or other such facility.
   e. Following backfilling, perform restoration in accordance with Specifications of Division 31 - Earthwork.

3. Casing Pipe Installation:
   a. Casing Pipe Installation Method:
      1) Unless otherwise allowed via permit issued by right-of-way owner and associated Contract modification, install casing pipe by simultaneously boring and jacking, by dry augering.
      2) Do not use water, other fluid, or compressed air, whether to advance auger or casing pipe, or to remove spoil from casing pipe.
      3) Once commenced, perform boring and jacking continuously until entire, required casing pipe installation is complete.
   b. Boring and Jacking Equipment and Machinery:
      1) Provide and use boring and jacking construction equipment and machinery specifically intended for boring and jacking casing pipes.
      2) Such equipment and machinery shall possess sufficient jacking capacity to push jacking shield and pipe string between jacking and receiving pits.
      3) Properly design and construct jacking frame and thrust blocks and have capacity equal to maximum anticipated jacking loads with factor of safety of not less than 2.0.
      4) Such equipment and machinery shall possess hydraulic cylinder extension rates synchronized with boring and jacking rate appropriate for subsurface conditions.
      5) Boring and jacking equipment shall develop uniform distribution of jacking forces on end of casing pipe, using spreader rings and packing.

6) Provide and use laser and control system for measuring location of auger's cutting head and distance from boring and jacking equipment during installation.

c. Provide full-length sections of casing pipe, until achieving final length of casing pipe. Final section of casing pipe installed may be cut to required length.

d. Field Welding:

1) Provide butt welded joints between adjacent sections of casing pipe in accordance with AWS B2.1/B2.1M, AWS D1.1/D1.1M, and AWS D1.3/D1.3M. Provide full depth welds.

2) Welds shall be airtight and continuous over entire circumference of pipe.

3) Welds shall not increase outside pipe diameter by more than 0.5 inch. Prevent intrusion of weld metal into inside diameter of casing pipe.

4) Casing pipe 36-inch diameter and larger shall be welded both inside and outside the casing pipe. Following welding inside casing pipe, grind excess weld material inside casing pipe flush with casing pipe's inside diameter.

e. Field-applied coatings: After field welding, joint and surrounding damaged or uncoated area shall be coated with same materials and to same thickness as shop-applied coatings.

f. During installation, provide hardened steel temporary protective "shoe" around entire circumference of leading edge of casing pipe, to protect leading edge of casing pipe from damage during jacking.

g. During installation, do not advance auger beyond leading edge of casing pipe. Provide means that physically prevents auger and cutting head from creating unsupported excavation ahead of leading edge of casing pipe.

h. During casing pipe installation, verify line, grade, and location of leading end of casing pipe installation as indicated in this Section's "Field Quality Control" Article and record such data. In event data obtained appear to indicate casing pipe may deviate from required installation tolerances, promptly endeavor to remedy such apparent deviations without interrupting casing pipe installation.

i. During installation of casing pipe, adjust line or grade of casing pipe at rate not more than one inch per 25 feet of casing pipe length.

j. Position jacks so that resultant force is applied along centerline of casing pipe, and force is applied evenly to entire end of casing pipe.

k. Provide compression ring/jacking strips for cushioning between pushed end of casing pipe and jacking equipment.

l. Provide backstops that adequately distribute jacking thrust without deforming subsurface material or other damage.

m. Monitor and control jacking pressure/force applied so that casing pipe manufacturer's recommended limits are not exceeded.

n. Match rate of advance of jacking shield with rate of casing pipe augering to avoid over-excavating.

o. Provide appropriate, non-polluting lubricant, such as bentonite, on casing exterior when excessive friction between subgrade material and casing pipe exterior jeopardizes installation in accordance with the Contract Documents.

p. Immediately advise Engineer upon encountering obstruction that stops forward progress of the Work

q. Completely fill voids outside of casing, including abandoned or misaligned holes, with non-shrink grout, placed by pressure grouting, in accordance with Section 03 30 00 - Concrete. While grouting exterior voids, grouting pressure shall not exceed 0.5 psig per vertical foot of subsurface material over grouting location.

r. When grouting external voids is necessary, provide threaded access port in casing pipe. Following grouting, provide permanent steel, threaded plug in access port, and field-apply required coatings to interior of casing pipe (when casing pipe is of sufficient size to allow entry by properly trained and equipped personnel).

4. Carrier Pipe Installation:
    a. Prior to installing carrier pipe, provide at installation location all lengths and fittings, and casing spacers, necessary and required for carrier pipe installation. Where appropriate, furnish additional materials at the Site to reduce potential interruptions and delays during carrier pipe installation.
    b. Commence installing carrier pipe only upon Engineer's acceptance of required field quality control test and inspection Submittals specific to casing pipe.
    c. Perform carrier pipe installation in a single, continuous operation commenced following completion of casing pipe installation. Carrier pipe installation need not be continuous immediately following carrier pipe installation.
    d. Install casing spacers in accordance with manufacturer's written instructions and requirements of the Contract Documents, including Article 2.3 ("Carrier Pipes") of this Section.
    e. Install carrier pipe at approximate centerline of casing pipe.
    f. Provide complete dielectric isolation of carrier pipe from casing pipe and appurtenances, to reduce potential for galvanic action.

B. Installation Tolerances:
1. Lateral Deviation:
    a. Lateral deviation, of any and all points along casing pipe from required location, shall not exceed two feet.
    b. In no event shall casing pipe be closer to limits of Owner-furnished permanent easement than five feet.
2. Vertical Deviation:
    a. Elevation of casing pipe at jacking pit (where boring and jacking commenced) shall not deviate from required elevation by more than 0.3 feet.
    b. Elevation of casing pipe at receiving pit (where boring and jacking ends) shall not deviate from required elevation by more than one foot.
3. Slope: When the Drawings show or indicate required slope of carrier pipe (such as when carrier pipe is a gravity sewer or pressure pipe designed to drain to a specific location), installed slope of carrier pipe shall be not less than 0.5% percent, in sloped direction required by the Drawings.
4. Out-of-roundness for installed casing pipes: Shall not exceed one percent of nominal diameter along installed casing pipe.

3.3 FIELD QUALITY CONTROL

A. Field Tests and Inspections:
1. Field Welding:
    a. Visually inspect and perform ultrasonic testing, of each field weld for casing pipes, in accordance with AWS B2.1/B2.1M, AWS D1.1/D1.1M, and AWS D1.3/D1.3M.
    b. Record results of tests and inspections of field welds in accordance with AWS B2.1/B2.1M, AWS D1.1/D1.1M, and AWS D1.3/D1.3M and furnish as Submittals promptly upon completion of casing pipe installation.
2. Location and elevation of casing pipes and carrier pipes:
    a. During casing pipe installation, record exact position of jacking shield per 50-foot length of casing pipe installed or once per eight-hour work shift, whichever is less, to determine whether alignment is in accordance with required installation tolerances. Immediately remedy misalignment before required installation tolerances are exceeded. Guidance system may be used, however, select times to measure and record such information after ambient air temperature has stabilized throughout casing pipe.
    b. Establish as-constructed locations and elevations as required by "Closeout Activities" Article of this Section and furnish to Engineer as Submittal.
3. Out-of-roundness for installed casing pipes:

a. Using calipers or other appropriate measuring tools, measure maximum and minimum outside diameters of each end of each section of casing pipe immediately prior to performing field welding of casing pipe sections.
b. Record data obtained and furnish as Submittal within two days of casing pipe installation.

4. Voids between casing pipe exterior and subsurface material:
   a. Inspect entire length of installed casing pipe for voids between casing pipe exterior and subsurface material.
   b. When casing pipe is of size sufficient to allow personnel entry (including appropriate personal protective equipment and provisions for confined space entry), check interior surfaces of installed casing pipe by sounding.
   c. When casing pipe size is insufficient to allow personnel entry, or, at Contractor's option, for larger casing pipes, inspect for voids using ground-penetrating radar equipment.
   d. Record results of inspections, including apparent size and location of voids. Promptly submit such results to Engineer, together with Contractor's proposed methods for completely filling apparent voids.
5. Movement and Vibration Assessment:
   a. Comply with Section 02 22 13 - Movement and Vibration Assessment, relative to monitoring for vertical and lateral displacement during casing pipe installation, and monitoring for vibration during boring and jacking.
6. Testing of Carrier Pipe:
   a. Perform required field tests and inspections of carrier pipe in accordance with applicable Specifications of Division 33 - Utilities, and Division 40 - Process Interconnections, including Section 40 05 01 - Common Work Results for Process Piping. Submit results of such field tests and inspections to Engineer under the associated Specifications of Division 33 and Division 40, as applicable.

B. Defective Work:

1. One or more of the following for a given casing pipe or carrier pipe will be sufficient basis for Engineer to reject as defective Work:
   a. Non-compliance with required installation tolerances.
   b. Obvious or apparent deflection of casing pipe under dead load, live load, or dynamic load, following installation.
   c. Casing pipe diameter less than diameter required by the Contract Documents, unless smaller diameter is authorized by appropriate Contract modification.
   d. Installed casing pipe is damaged, corroded, or otherwise not in required condition.
   e. Damaged, missing, or otherwise non-conforming coatings and linings required for casing pipes.
   f. Apparent leakage from groundwater or other fluid into casing pipe from outside of casing pipe.
   g. Apparent leakage from carrier pipe.
   h. Other substantive non-conformity with the Contract Documents or damage to the utility boring and jacking Work.
2. In event casing pipe goes off-course during installation to extent greater than required installation tolerances, and Contractor is unable or unwilling to remedy the defective Work, abandon casing pipe installation, completely fill abandoned casing pipe with non-shrink grout and provide new casing pipe. Replacement casing pipe location shall be in reasonable proximity to abandoned casing pipe and at location acceptable to Owner, right-of-way owner, and Engineer.
3. In event casing pipe goes off-course during installation to extent greater than required installation tolerances, and Contractor is able and willing to implement remedy, prepare Submittal fully describing proposed remedy and promptly furnish to Engineer. Submittal shall present, both via written narrative description and Contractor-prepared Shop Drawings

and sketches, proposed plan for modifying casing pipe so that completed installation of carrier pipe and casing pipe will comply with Engineer's design intent as shown and indicated in the Contract Documents. Engineer has the right to require revisions to Contractor's plan to remedy defective Work. Neither Engineer nor Owner are under any obligation to accept Contractor-proposed remedy and, at Engineer's sole discretion, may require abandoning and filling defective casing pipes.

4. Contractor is not eligible for an increase in the Contract Price or additional Contract Times relative to remedies for defective Work or abandoning and filling defective casing pipes that cannot be remedied.

C. Supplier's Services:

1. For manufactured items, such as casing spacers and casing pipe rubber end seals (when required), provide services of factory-trained manufacturer's representative experienced with performing field services and providing consultation to installers for the types of Work required, for the following:
   a. Upon delivery of items to the Site, assist Contractor with determining whether furnished items comply with Submittals approved by Engineer, and are in required quantity, quality, and condition.
   b. Instruct installer's personnel in handling, storing, and installing the items.
   c. Assist Contractor in verifying proper installation of items.
   d. Providing to Contractor consultation, including visiting the Site as necessary, in the event of defective Work and identifying appropriate remedies.
2. Prepare and promptly furnish to Contractor written report of visits to the Site, including recommendations. When recommendations are regarding means of remedying defective Work relative to casing pipes, carrier pipes, or other Work under this Section, Contractor shall furnish as Informational Submittal, upon Engineer's request.

3.4 CLOSEOUT ACTIVITIES

A. As-Constructed Survey and Drawings of Completed Casing Pipes and Related Work:

1. Promptly following completion of carrier pipe installation, and prior to backfilling ends of casing pipe and trench in which Underground Facilities were installed, retain services of licensed, professional land surveyor to survey and document final location of each casing pipe and associated Underground Facilities installed adjacent to casing pipe on property of right-of-way owner, on the Project's site plan in the Drawings:
   a. Location of each end of each casing pipe.
   b. Location of buried piping and other Underground Facilities provided on property of right-of-way owner, including fittings (horizontal and vertical), valves, manholes, and similar items. Also locate and indicate on same drawing positions of required signage associated with casing piping provided.
   c. Indication of size (diameter) and wall thickness of each casing pipe.
   d. Indication of elevations of top and invert of each end of each casing pipe, in accordance with Project datum.
   e. GPS coordinates of location of each end of each casing pipe provided.
   f. Other information required by right-of-way owner.
2. Qualifications of surveyor and surveyor's field personnel shall be in accordance with Port of Pensacola Project Manual.
3. Submit as-constructed record drawings of casing pipes and related Work, together with surveyor records required by Port of Pensacola Project Manual, within time limit indicated in this Section's "Submittals" Article for closeout Submittals.

END OF SECTION

SECTION 33 05 19
DUCTILE-IRON UTILITY PIPE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Ductile iron piping, fittings, specials, and appurtenances.

B. Related Sections include but are not necessarily limited to:

1. Section 09 96 00 – High Performance Industrial Coatings.
2. Section 31 23 33.Utilities - Trenching and Backfilling.
3. Section 33 14 11 – Water Utility Transmission and Distribution Piping.
4. Section 40 05 01 - Common Work Results for Process Piping.

1.2 REFERENCES

A. Definitions:

1. CLSM: Controlled Low Strength Material.
2. Mechanical Couplings: Fittings intended to join grooved and/or shouldered pipe.
3. Pipe Diameter: Pipe diameter specified or shown on the Drawings is the nominal pipe diameter for ductile iron pipe.

B. Referenced Standards:

1. American Society of Mechanical Engineers (ASME):
   a. B1.1 - Unified Inch Screw Threads (UN and UNR Thread Form).
   b. B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
   c. B16.21 - Nonmetallic Flat Gaskets for Pipe Flanges.
2. ASTM International (ASTM):
   a. A47 - Standard Specification for Ferritic Malleable Iron Castings.
   b. A126 - Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
   c. A307 - Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.
   d. A536 - Standard Specification for Ductile Iron Castings.
   e. B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.
3. American Water Works Association (AWWA):
   a. C217 - Microcrystalline Wax and Petrolatum Tape Coating Systems for Steel Water Pipe.
4. American Water Works Association/American National Standards Institute (AWWA/ANSI):
   a. C104/A21.4 - Standard for Cement–Mortar Lining for Ductile-Iron Pipe and Fittings.
   b. C105/A21.5 - Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems.
   c. C110/A21.10 - Standard for Ductile-Iron and Gray-Iron Fittings.
   d. C111/A21.11 - Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
   e. C115/A21.15 - Standard for Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.
   f. C151/A21.51 - Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water.
   g. C153/A21.53 - Standard for Ductile-Iron Compact Fittings for Water Service.

h. C217 - Microcrystalline Wax and Petrolatum Tape Coating Systems for Steel Water Pipe and Fittings.
i. C219 - Bolted Sleeve-Type Couplings for Plain-End Pipe.
j. C600 - Installation of Ductile-Iron Water Mains and Their Appurtenances.

1.3 SUBMITTALS

A. Submit the Following:

1. Submit shop drawings for ductile iron pipe, fittings and appurtenances as one package.
2. Submit the class and wall thickness for all pipe and pressure rating and wall thickness of all fittings.
3. Submit standard and restrained joints details indicating all pertinent dimensions and manufacturing tolerances.
4. Submit a materials list indicating the anticipated number of straight lengths of pipe to be used and all fittings and specials
5. Submit separate shop drawing for fittings only if manufactured by a separate supplier.
6. Material list.
7. Manufacturing Information.
    a. Pipe and fitting details for temporary and permanent facilities indicating:
        1) Manufacturing tolerances.
        2) Maximum angular deflection limitations of field joints.
        3) Closure sections and cutoffs for field length adjustment.
        4) Bulkheads, including details for removal of test bulkheads and repair of linings.
        5) All other pertinent information required for the manufacture and installation of the product.
    b. Joint Details:
        1) Push-on joints.
        2) Restrained joints.
        3) Flanged joints.
        4) Mechanical Joints.
8. Product data for the following:
    a. Pipe and fittings:
        1) Material data.
        2) Chemical and physical test reports.
        3) Manufacturer’s recommendation for maximum allowable joint deflection.
    b. Coatings and Linings:
        1) Technical data sheets itemizing chemical composition, technical and performance information that indicates compliance with this Specification.
        2) Color chart, if applicable.
        3) Surface preparation requirements.
        4) Curing requirements.
        5) Manufacturer’s name, product number or name.
        6) Coating or lining thickness.
    c. Flanged Joints:
        1) For each flanged connection: Reference standard, class, dimensional data, bolt hole number, pattern and diameter, bolt diameter and length, face condition (raised or flat).
    d. Gaskets and Bolting: Technical data sheets itemizing chemical composition, technical and performance information that indicates compliance with this Specification.
    e. Wall Sleeves: Dimensional data, including sleeve length, thickness, and diameter.

9. Pipe handling equipment and methods for loading and unloading pipe.
    a. Pipe support requirements for storage.
        1) Minimum allowable width, quantity, and location of contact points to prevent excess deflections.
    b. Pipe moving support requirements: Minimum allowable sling width.
10. If mechanical coupling system is used, submit piping, fittings, and appurtenant items which will be utilized to meet system requirements.

B. Informational Submittals:

1. Certificates.
    a. Manufacturer's Certificate of Compliance that products furnished meet requirements of this Specification.
    b. Lining Materials: Certificate that lining system is currently approved for potable water contact in accordance with NSF 61 and satisfies current applicable governmental health and safety requirements for use in potable water.
    c. Ductile Iron Pipe Installation: Certificate that training has been provided to Contractor's installation crews regarding proper pipe handling and storage procedures.
2. Reports:
    a. Factory Hydrostatic Test Reports.
    b. Field Hydrostatic Test Reports.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:

1. Pipe and Fittings, and Specials :
    a. American Ductile Iron Pipe.
    b. McWane Ductile.
    c. US Pipe.
2. Flanged Adaptors (flanged coupling adapters):
    a. Smith Blair, Style 912 (cast iron).
    b. Dresser, Style 127 (cast iron).
    c. Romac Style FCA501 (cast iron).
3. Restrained Flanged Adapters (restrained flanged coupling adapters):
    a. Romac Style Alpha FC (ductile iron).
    b. Smith Blair Style 911 (ductile iron).
4. Reducing Couplings:
    a. Smith Blair, Style 415.
    b. Dresser, Style 62.
    c. Romac, Style RC501 (ductile).
5. Polyethylene Encasement Tape:
    a. Chase, Chasekote 750.
    b. Kendall, Polyken 900.
    c. 3 M, Scotchrap 50.
    d. V-Bio Polywrap.
6. Restrained joints:
    a. American (Flex-Ring) - 4 inches to 54 inches.
    b. American (Lok-Ring) - 54 inches to 64 inches.

c. U.S. Pipe (TR-Flex) - 4 inches to 36 inches.
d. U.S. Pipe (HP Lok) - 30 inches to 64 inches.
e. Or approved equal.

7. Expansion joints:
   a. Smith-Blair (Style 612).
   b. Dresser (Style 63).
   c. Or approved equal.
8. Dismantling joints:
   a. Smith-Blair (Style 975).
   b. Dresser (Style 131).
   c. Or approved equal.
9. Joint restraints (MJ Fittings):
   a. EBAA Iron, Inc., Megalug®.
   b. Star Pipe Products, Stargrip®.
   c. Or approved equal.

2.2 MATERIALS

A. Ductile Iron Pipe:

1. AWWA/ANSI C115/A21.15.
2. AWWA/ANSI C150/A21.50.
3. AWWA/ANSI C151/A21.51.

B. Fittings and Flanges:

1. AWWA/ANSI C110/A21.10.
2. AWWA/ANSI C153/A21.53.
3. AWWA/ANSI C115/A21.15.
4. Flanges drilled and faced per ASME B16.1 for both 125 and 250 psi applications.

C. Nuts and Bolts:

1. Buried:
   a. Tee-head bolts for mechanical joints: Per AWWA/ANSI C111/A21.11.
   b. Other bolts and nuts: ASTM A307 Wax Tape Coatings per AWWA C217.
   c. Wax tape Coatings per AWWA C217.

Fluoropolymer coating ....

D. Exposed: Mechanical galvanized ASTM B695, Class 40 ASTM A193/A194 Grade B8, Class 1.

1. Heads and dimensions per ASME B1.1.
2. Threaded per ASME B1.1.
3. Project ends 1/4 to 1/2 inches beyond nuts.

E. Gaskets:

1. Flanged Joints:
   a. For pipe sizes between 4 and 64 inches and maximum working pressures not exceeding 250 psig: SBR in accordance with AWWA C111.
   b. For pipe sizes between 4 and 24 inches and maximum working pressures greater than 250 psig: In accordance with ASME B16.21.
2. Mechanical, restrained,and push-on joints: in accordance with AWWA C-111.

3. Certified to the requirements of NSF 61.

F. Polyethylene Encasement: Per AWWA/ANSI C105/A21.5.

2.3 MANUFACTURED UNITS

A. Couplings:

1. Flanged adaptors:
   a. Unit consisting of steel or carbon steel body sleeve, flange, followers, Grade 30 rubber gaskets.
   b. Provide units specified in the MANUFACTURERS Article.
   c. Supply flanges meeting standards of adjoining flanges.
   d. Rate entire assembly for test pressure specified in Section 40 05 01 and Section 33 14 11.
2. Compression sleeve coupling:
   a. Unit consisting of steel sleeve, followers, Grade 30 rubber gaskets.
   b. Provide units specified in the MANUFACTURERS Article.
   c. Supply flanges meeting standards of adjoining flanges.
   d. The working pressure rating of the entire assembly shall be greater than or equal to the test pressure specified in Section 40 05 01 and Section 33 14 11.
   e. Provide field coating for buried couplings per AWWA C203.
3. Restrained Coupling:
   a. Body and clamp ring: Ductile iron, ASTM A536 grade 65-45-12.
   b. Gaskets:
      1) Potable water: EDPM, NSF 61 approved.
      2) Other uses: NBR.
   c. Bolts, nuts and washers: Type 304 stainless steel.
   d. Uni/Fiks ring:
      1) Polyoxymethylene (POM) and/or glass fiber filled Polyamide.
      2) Uni/Fiksers: Type 316 stainless steel.

B. Joint restraints (MJ Fittings):

1. Gland body, wedges and wedge actuating components: ASTM A536 grade 65-45-12 ductile iron.
2. Coating: Manufacturer’s standard epoxy.

2.4 FABRICATION

A. Furnish and install without outside coatings of bituminous material any exposed pipe to be coated per Section 09 96 00.

B. Furnish cast parts with lacquer finish compatible with finish coat.

C. Minimum Pressure Class: 350 psi.

2.5 LININGS AND COATINGS

A. Cement mortar lining: Per AWWA/ANSI C104/A21.4.

1. Standard thickness.

B. Coating: Manufacturer’s standard bituminous coating.

1. Minimum dry film thickness: 1 mil.

C. Field coating at buried mechanical couplings, restrained joints or mechanical joints.

1. Wax coating per AWWA C217, Microcrystalline Wax and Petrolatum Tape Coating Systems for Steel Water Pipe and Fittings.

2.6 ACCESSORIES

A. Couplings:

1. For pipe with plain end by plain end (Bolted Sleeve Coupling):
   a. In accordance with AWWA C219.
   b. Coupling linings for use in potable water systems: conformance with NSF 61B.
   c. Rated for appropriate operating pressure and restraint.
2. For pipe with flange by flange ends (Dismantling Joints).
   a. Self-contained flanged restrained joint fitting, including both flange components and sufficient harness bars to withstand the imposed thrust.
   b. Design pressure rating: equal to or greater than flange rating.
3. Provide bolts, nuts, and washers (when required) of suitable quality, workmanship, and yield strength to ensure compatibility with the coupling design and rated pressure.
   a. Select materials to minimize the possibility of galvanic corrosion.
4. See Paragraph 2.2 of this Specification for gasket requirements.

B. Pipeline Markers and Pipe Locating Tape: See Section 10 14 00 - Identification Devices.

2.7 SOURCE QUALITY CONTROL

A. Factory Test:

1. Subject pipe to hydrostatic test of not less than 500 psi with the pipe under the full test pressure for at least 10 seconds.

PART 3 - EXECUTION

3.1 GENERAL

A. Install piping complete with jointing materials and accessories, anchors, and other appurtenances.

B. Prepare trench as specified in Specification Section 31 23 33.Utilities

C. Unless otherwise permitted by Engineer, maximum length of open trench: 300 linear feet or the amount of pipe that can be installed in a single day, whichever is less.

D. A. Handling and Storage:

1. Stack pipe no higher than the maximum height given in AWWA C600.
   a. Alternate bell ends with spigot ends.

E. Protection of Appurtenances:

1. Wrap buried ductile iron pipe appurtenances with polyethylene, following the procedures of AWWA C600.

F. Installation of buried bolted joints:

1. Coat buried bolted joints with wax tape then wrap in polyethylene.

3.2 LAYING PIPE

A. Trenching, embedment, and backfilling of buried piping: conform to Specification Section 31 23 33.Utilities, and to the details indicated on the Drawings.

1. Do not install pipe when water is in the trench.

B. Before placement of pipe in the trench, ensure each pipe or fitting is clean of any foreign substance, keep clean thereafter.

1. Cover openings of pipes and fittings in the trench during non-working hours.

C. Handle pipe with proper equipment in a manner to prevent distortion or damage.

1. Use of hooks, chains, wire ropes, or clamps that could damage pipe, damage coating or lining is not permitted.
2. Use heavy canvas, or nylon slings of suitable strength for lifting and supporting materials.

D. Lift pipe during unloading or lifting into trench using one or more slings as required to prevent uncontrolled swinging, damage to pipe, or harm to workers.

1. Design slings to bear uniformly against pipe.

E. CLSM:

1. The terms CLSM and Flow Fill are synonymous in this specification.
2. If pipe zone or embedment material is CLSM, lay pipe directly on moist sandbag supports in preparation for CLSM.
3. Place sandbag supports to provide at least 6 inches of CLSM below bottom of pipe.
4. Space supports at a maximum interval of 8 feet and one set within 3 feet on both sides of each joint.
5. Provide additional sandbags as needed to support pipe on line and grade.
6. Place CLSM in lifts or provide hold downs to prevent pipe floatation.

F. Form bell holes at the ends of pipe to prevent point loading at the bells or couplings.

1. Make excavation outside normal trench section at field joints for field connections, welding, and application of coatings.

G. Lay each section of pipe to the set line and grade.

1. Installation tolerances as hereinafter specified.

H. Locate horizontal deflections on alignment as shown on the Drawings or as needed based on field conditions. Joint deflections shall not exceed 75% of manufacturer's recommendation.

I. Locate vertical deflections on alignment, and match pipe angle point locations indicated on Drawings or as needed based on field conditions. Joint deflections shall not exceed 75% of manufacturer's recommendation.

J. Where necessary to raise or lower the pipe due to unforeseen obstructions or other causes, the Engineer may change the alignment and/or the grades.

1. Make changes by the deflection of joints or by using fittings. Joint deflections shall not exceed 75% of manufacturer's recommendation.
2. Do not install misfit joints that will be detrimental to the strength and water tightness of the finished joint, including the strength and water tightness of the protective lining at the finished joint.

K. Make minor field adjustments by pulling standard joints.

1. The allowable deflection of field joints is as follows:
   a. Maximum Allowable Angle: 75 percent of manufacturer's recommended, or angle that results from ¾ inch pull out from normal joint closure, whichever is less.

L. For grades exceeding 10 percent lay pipe in an uphill direction except for short runs that may be permitted by the Engineer.

1. Block pipe which is laid on a downhill grade and hold in place until sufficient support is furnished by the following pipe to prevent movement.

M. Whenever pipe laying is stopped at the end of the day, seal the open end of the line to prevent entry by animals, dirt, and debris.

1. Design seals to prevent drying out of the interior of the pipe.
2. Maintain continuous dewatering when necessary to prevent groundwater or surface water from entering the pipeline.

3. Maintain continuous dewatering until pipe trench is fully backfilled and any anti-floatation provisions shown on the drawings are installed.
4. Remove water from the trench to the level indicated in Specification Section 31 23 33.Utilities prior to resuming pipe laying operations.

N. Cold Weather Protection:

1. Do not install pipe upon a foundation into which frost has penetrated or at any time that there is a danger of the formation of ice or penetration of frost at the bottom of the excavation.
2. Do not lay pipe unless it can be established that the trench will be backfilled before the formation of ice and frost occurs.

O. Alignment and Grade:

1. Lay pipe to the lines and grades indicated on the Drawings.
   a. Pipelines or runs intended to be straight shall be laid straight.
   b. Curves in push on joint pipe may be formed by opening the joint.
      1) Maximum joint openings and deflections: 50 percent of that recommended by the pipe manufacturer.
2. Use survey equipment to indicate alignment and grade.
   a. Take at least one elevation reading on each segment of pipe.
   b. Make periodic elevation measurements with surveying instruments to verify accuracy of grades.
   c. Verify survey set up at least daily using an independent benchmark or temporary benchmark.

P. Tolerances:

1. Alignment and Grade Tolerances
   a. Plus or minus 0.05 foot in grade.
      1) High and low points will not be acceptable, except where indicated on the Drawings.
   b. Plus or minus 0.20 foot in alignment, except where indicated differently on the Drawings.
2. Observe stricter tolerances than specified above as necessary to maintain minimum cover, to maintain required clearances, to place carrier pipe inside the casing pipe, to make pipe connections to existing piping, to maintain the correct slope in the run to prevent high or low points along the pipeline other than those locations indicated on the Drawings.

Q. Protection of Pipe:

1. Take precautions to protect the pipe from damages at locations where the Contractor proposes to cross the installed pipeline with heavy equipment.
2. Acceptable precautions include:
   a. Backfilling the pipe trench as necessary to protect the pipe.
   b. Concrete encasing the pipe.
   c. Placing steel plating over the pipe above the final pipe zone or embedment.
3. Repair damage to the pipe caused by Contractor’s operation.

3.3 JOINTING

A. Joining Method – Push-On Mechanical (Gland-Type) Joints:

1. Install in accordance with AWWA/ANSI C111/A21.11.
2. Assemble mechanical joints carefully according to manufacturer’s recommendations.
3. If effective sealing is not obtained, disassemble, thoroughly clean, and reassemble the joint.
4. Do not overstress bolts.

5. Where piping utilizes mechanical joints with tie rods, align joint holes to permit installation of harness bolts.
6. Apply wax tape per C217, Microcrystalline Wax and Petrolatum Tape Coating Systems for Steel Water Pipe and Fittings.

B. Joining Method – Push-On Joints:

1. Install in accordance with AWWA/ANSI C151/A21.51.
2. Assemble push-on joints in accordance with manufacturer's directions.
3. Bevel and lubricate spigot end of pipe to facilitate assembly without damage to gasket.
   a. Use lubricant that is non-toxic, does not support the growth of bacteria, has no deteriorating effects on the gasket material, and imparts no taste or odor to water in pipe.
4. Assure the gasket groove is thoroughly clean.
5. Flex rubber gasket inward and insert in the gasket recess of the bell socket.
   a. For cold weather installation, warm gasket prior to placement in bell.
6. Enter spigot end of the pipe into the socket with care used to keep the joint from contacting the ground.
   a. Complete the joint by forcing the plain end to the bottom of the socket in a manner approved by the Engineer.
7. Check each joint with a feeler gauge to ensure proper installation of the gasket.
8. Mark pipe that is not furnished with a depth mark before assembly to assure that the spigot end is inserted to the full depth of the joint.
9. File or grind field cut pipe joints to resemble a spigot end as recommended by the manufacturer.
   a. Field cutting allowed only on gauged.
10. Field-cut end repairs are to be done in accordance with the pipe manufacturer's recommendations.
    a. Taper of bevel: approximately 30 degrees with centerline of pipe and approximately ¼ inches back.

C. Joining Method – Flanged Joints:

1. Install in accordance with AWWA/ANSI C115/A21.15.
2. Extend pipe completely through screwed-on flanged and machine flange face and pipe in single operation.
3. Make flange faces flat and perpendicular to pipe centerline.
4. When bolting flange joints, exercise extreme care to ensure that there is no restraint on opposite end of pipe or fitting which would prevent uniform gasket compression or would cause unnecessary stress, bending or torsional strains to be applied to cast flanges or flanged fittings.
5. Allow one flange free movement in any direction while bolts are being tightened.
6. Do not assemble adjoining flexible joints until flanged joints in piping system have been tightened.
7. Gradually tighten flange bolts uniformly to permit even gasket compression.

D. Joining Method – Mechanical Joints:

1. Thoroughly clean the last 8 inches outside of the spigot and the inside of the bell to remove oil, grit, excess coating, and other foreign matter from the joint and then paint with a thin film of non-toxic, water soluble gasket lubricant.
2. After preparation of the spigot, slip gland onto the spigot end of the pipe with the lip extension of the gland toward the plain end.
3. Paint the rubber gasket with the gasket lubricant and place on the spigot end with the thick edge toward the gland.

4. Push the entire section of the pipe forward to seat the spigot end in the bell, then press the gasket into place within the bell.
    a. Locate the gasket evenly around the entire joint.
5. Move the gland toward the bell and center with the gland lip against the gasket.
    a. Insert all of the bolts and finger tighten nuts.
    b. Tighten all nuts with a torque limiting wrench following the range of torque given in AWWA C600.
        1) Tighten bolts spaced 180 degrees apart alternately in order to produce an equal pressure on all parts of the gland.
6. Deflect joints after joint assembly but before tightening the bolts.
    a. Maximum deflection for mechanical joints: 50-percent of the manufacturers maximum recommended deflection.
7. Apply wax tape per AWWA C217, Microcrystalline Wax and Petrolatum Tape Coating Systems for Steel Water Pipe and Fittings.

E. Flange Adaptors 12 inches and Less:
1. Locate and drill holes for anchor studs after pipe is in place and bolted tight.
2. Drill holes not more than 1/8 inches larger than diameter of stud projection.

F. Wax Tape Coating System:
1. After installation, coat all buried nuts and bolts with a wax tape coating system in accordance with:
    a. AWWA C217.
    b. Manufacturer’s printed instructions.
2. Cut strips of wax tape and apply them around all bolts and nuts so that there are no voids or spaces under the tape.
3. Apply a sufficient amount of tape to completely encapsulate all bare metal.

G. Cutting:
1. Do not damage interior lining material during cutting.
2. Use abrasive wheel cutters or saws.
3. Make square cuts.
4. Bevel and free cut ends of sharp edges after cutting.

H. Support exposed pipe in accordance with Section 40 05 01, Section 33 14 11, and Drawings.

I. Install polyethylene encasement on all buried piping, fittings, and valves in full compliance to AWWA/ANSI C105/A21.5.
1. Encase underground appurtenances required as part of installation.
2. Clean all material to be wrapped prior to wrapping operations.
3. Do not trap soil or embedment material shall not be trapped between the polyethylene material and the item to be protected during installation.
4. Secure polyethylene encasement at ends, seams, overlaps and folds by adhesive tape or plastic tie straps approved for such purpose.
5. Provide sufficient slack in contouring the encasement around buried items to prevent stretching the material where it bridges irregularities and to prevent damage by backfilling operations.
    a. Make sections 2 feet longer than pipe section to be covered.
6. Where tapping polyethylene encased pipe, first wrap location of tap with three layers of polyethylene adhesive tape.
    a. Make tap through tape.
7. Slip tube over pipe while pipe is suspended immediately before placing in trench.

8. After installing in trench, pull tube ends over joint and overlap.
9. Fasten securely in-place on each side of each joint with joint tape or strapping.
10. Pull loose tube along pipe barrel up snugly around pipe and fasten in-place with joint tape at 3 feet intervals.
11. Completely cover fittings and connections with film held snugly in-place with joint tape or strapping.
12. Repair cuts, tears, punctures and other damage to the polyethylene material with adhesive tape and a short length of additional polyethylene material, if needed.
    a. Allow Engineer to inspect all repairs prior to all backfilling activities.

J. Install restrained joint systems where shown on the drawings.

3.4 FIELD QUALITY CONTROL

A. Test piping systems in accordance with Section 40 05 01 and Section 33 14 11.

END OF SECTION

SECTION 33 05 33.23

POLYETHYLENE PRESSURE PIPE AND TUBING (AWWA C901 AND AWWA C906)

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Polyethylene (PE) pipe, fittings, and appurtenances.

B. Related Sections include but are not necessarily limited to:

1. Section 10 14 00 – Identification Devices
2. Section 31 23 33. – Utilities - Trenching and Backfilling.
3. Section 33 14 11 – Water Utility Transmission and Distribution Piping.
4. Section 40 05 01 - Common Work Results for Process Piping.

1.2 QUALITY ASSURANCE

A. Qualifications:

1. Manufacturer of PE Pipe:
   a. Obtain all PE pipe and fittings from one manufacturer, unless otherwise acceptable to Owner and Engineer.
   b. Manufacturer of pipe required by this Section shall be regularly engaged in the business of manufacturing PE piping of the size and type(s) required for the Work. Upon Engineer's request, submit documentation of manufacturer's prior furnishing of PE pipe of the type(s) required for not less than five other projects, similar in size and complexity to the PE piping Work of this Project, in North America.
   c. Equipment:
      1) Qualify each extrusion line and molding machine to produce pressure rated products by taking representative production samples and performing sustained pressure tests in accordance with ASTM D1598.
   d. QA and QC Program:
      1) PE pipe manufacturer shall have documented quality assurance and quality control programs as part of manufacturer's routine business.
      2) PE piping manufacturer shall maintain permanent Quality Control (QC) and Quality Assurance (QA) records.
2. Installer:
   a. Use one entity for all PE pipe Work, unless otherwise acceptable to Owner and Engineer.
   b. Installer shall be experienced with PE piping installation work similar in scope and complexity to the Work of this Section. When required by Engineer, submit documentation of successful completion of not less than five similar projects to the PE piping Work completed within the past five years.
   c. Where PE pipe joints are made by fusing, fusion machine operators shall have been trained by fusion machine manufacturer within 12 months of starting to perform joint fusion Work. Submit documentation of such training, acceptable to Engineer, when requested by Engineer.
   d. Installer's training and qualifications shall be acceptable to PE pipe Supplier retained for the Project.

B. Referenced Standards:

1. American National Standards Institute (ANSI):
   a. B1.1, Unified Inch Screw Threads (UN and UNR Thread Form).

b. B16.1, Cast-Iron Pipe Flanges and Flanged Fittings, Class 25, 125, 250, and 800.
c. B16.21, Nonmetallic Flat Gaskets for Pipe Flanges.

2. ASTM International (ASTM):
   a. A182, Standard Specification for Forged or Rolled Alloy-Steel Pipe Flanges, Forged Fittings, and Valves and Parts for High-Temperature Service.
   b. A193, Standard Specification for Alloy-Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and Other Special Purpose Applications.
   c. A194, Standard Specification for Carbon Steel, Alloy Steel, and Stainless Steel Nuts for Bolts for High Pressure or High Temperature Service, or Both.
   d. A536, Standard Specification for Ductile Iron Castings.
   e. B695, Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.
   f. D638, Standard Test Method for Tensile Properties of Plastics.
   g. D1248, Specification for Polyethylene Plastics Molding and Extrusion Materials.
   h. D1505, Test Method for Density of Plastics by the Density-Gradient Technique.
   i. D1598, Test Method for Time-to-Failure of Plastic Pipe Under Constant Internal Pressure.
   j. D1599, Test Method for Short-Time Hydraulic Failure Pressure of Plastics Pipe, Tubing and Fittings.
   k. D2239, Standard Specification for Polyethylene (PE) Plastic Pipe (SIDR-PR) Based on Controlled Inside Diameter.
   l. D2290, Test Method for Apparent Tensile Strength of Ring or Tubular Plastics and Reinforced Plastics by Split Disk Method.
   m. D2683, Standard Specification for Socket-Type Polyethylene Fittings for Outside Diameter-Controlled Polyethylene Pipe and Tubing.
   n. D2737, Standard Specification for Polyethylene (PE) Plastic Tubing.
   o. D2837, Standard Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials or Pressure Design Basis for Thermoplastic Pipe Products.
   p. D3035, Standard Specification for Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter.
   q. D3261, Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing.
   r. D3350, Standard Specification for Polyethylene (PE) Plastics Pipe and Fittings Materials.
   s. F714, Standard Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter.
   t. F1055, Standard Specification for Electrofusion Type Polyethylene Fittings for Outside Diameter Controlled Polyethylene Pipe and Tubing.
   u. F2620, Standard Practice for Heat Fusion Joining of Polyethylene Pipe and Fittings.

3. American Water Works Association (AWWA).
   a. C207, Steel Pipe Flanges for Waterworks Service, Sizes 4 In. through 144 In.
   b. C901, Polyethylene (PE) Pressure Pipe and Tubing, ¾ In. through 3 In. for Water Service.
   c. C906, Polyethylene (PE) Pressure Pipe and Fittings, 4 In. through 65 In. for Waterworks.

4. Plastic Pipe Institute (PPI):
   a. TR-3, Policies and Procedures for Developing Recommended Hydrostatic Design Stresses for Thermoplastic Pipe Material.
   b. PPI TR-4, Recommended Hydrostatic Strengths and Design Stresses for Thermo-plastic Pipe and Fittings Compounds.

5. Military Specification (Mil Spec):
    a. QQ-P-416F, Plating, Cadmium Electro Deposited.
6. National Sanitation Foundation International (NSF):
    a. 14, Plastic Piping Components and Related Materials.
    b. 61, Drinking Water System Components – Health Effects.

1.3 DEFINITIONS

A. DIPS: Ductile Iron Pipe Size .

B. CTS: Copper Tube Size.

C. DR: Dimension Ratio, Outside Diameter/Minimum Wall Thickness, both in inches.

D. Diametral Deflection: reduction in diameter caused by earth and surcharge loads acting on the installed pipe.

E. ESCR: Environmental Stress Crack Resistance.

F. HDB: Hydrostatic Design Basis per ASTM D2837.

G. IPS: Iron Pipe Size.

H. SDR: Standard Dimension Ratio.

I. SIDR: Standard Inside Diameter Ratio.

1.4 SUBMITTALS

A. Action Submittals: Submit the following:

1. Shop Drawings:
    a. Dimensioned, scaled drawings showing Contractor's proposed deviations from piping alignment shown on the Drawings.
    b. Where necessary, include both plans and profiles and section views in Shop Drawings.
2. Product Data:
    a. Manufacturer's published catalog information and specifications for each size and type of PE piping required, including pipe, fittings, and jointing materials.
    b. Clearly indicate in product data submittal the reference standards with which pipe and appurtenances comply.
    c. Where couplings are required, submit coupling manufacturer's catalog literature and specifications for the specific couplings proposed.

B. Informational Submittals; Submit the following:

1. Supplier Instructions:
    a. Submit manufacturer's written instructions for handling, storing, and installing piping furnished.
2. Source Quality Control:
    a. Submit documentation from manufacturer that piping materials furnished were inspected at the production facility and successfully passed manufacturer's quality control procedures.
    b. Manufacturer's affidavit certifying piping materials furnished comply with AWWA standard C906.
3. Fusion machines proposed for joining pipe/fittings.
4. Field Quality Control:
    a. Documentation of temperature and pressure profiles from data logger for each butt fusion joint.
    b. Results of field quality control testing and inspections required in this Section.
    c. Documentation of temperature and pressure profiles from data logger for each butt fusion joint.

5. Qualifications:
    a. Piping materials manufacturer, when requested by Engineer.
    b. Installer, when requested by Engineer, including documentation of training in use of joint fusion equipment.
    c. Documentation showing fusion machine operators have been trained within 12 months prior to installation.

1.5 DELIVERY, HANDLING, AND STORAGE

A. In addition to requirements elsewhere in the Contract Documents, also comply with the following:

1. During handling and installation avoid conditions where pipe bends excessively and avoid imparting kinks in the pipe.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:

1. PE Pipe and Fittings:
    a. Chevron Phillips Chemical Company LP - Performance Pipe Division (DriscoPlex).
    b. WL Plastics.
    c. JM Eagle.
    d. Pipeline Plastics.
    e. Or equal.
2. Restrained Transition Fitting:
    a. Georg Fischer Waga N.V.
3. Butt Fusion Equipment:
    a. McElroy Manufacturing, Inc.
    b. Or equal.
4. Adaptor Couplings
    a. Central Plastics Co.
    b. Poly-Cam, Inc.
    c. Or equal.

2.2 MATERIALS

A. Pipe:

1. For diameters 4-inch and larger DIPS
2. AWWA C906.
    a. PE 4710 polyethylene material.
    b. DR 11.
    c. ASTM D3350 cell classification.
    d. Minimum Hydrostatic Design Basis (HDB) of 1600 psi at 73 degF when tested in accordance with PPI TR-3.
    e. NSF 61 approved.

B. Fittings:

1. Same material and thickness as adjoining pipe.
    a. Fittings may be one DR lower (thicker) than the adjoining pipe.
2. Molded fittings:
    a. Butt fused: ASTM D3261.

b. Socket: ASTM D2683.
c. Electrofusion: ASTM F1055.

3. Fabricated fittings: Fabricate from same material as pipe.
4. NSF 61 approved.

C. Back-up flanges:

1. Stainless steel: ASTM A182, dimensions per AWWA C207, Class E.
2. Ductile iron: ASTM A536 Grade 70-50-5, dimensions per ANSI B16.1, Class 350.

D. Nuts and Bolts:

1. Buried:
   a. Tee-Head bolts for mechanical joints: Per AWWA/ANSI C111/A21.11.
   b. Other bolts and nuts: ASTM A307 ASTM A193/A194 Grade B8 Class 1.
   c. Wax Tape Coatings per AWWA C217.
2. Exposed: Mechanical galvanized ASTM B695, Class 40.
3. Heads and dimensions per ASME B1.1.
4. Threaded per ASME B1.1.
5. Project ends 1/4 to 1/2 inches beyond nuts.

E. Gaskets:

1. Flanged Joints:
   a. For pipe sizes between 4 and 64 inches and maximum working pressures not exceeding 250 psig: SBR in accordance with AWWA C111.
   b. For pipe sizes between 4 and 24 inches and maximum working pressures greater than 250 psig: In accordance with ASME B16.21.

2.3 MANUFACTURED UNITS

A. Adaptor Fittings:

1. Mechanical joint: Adaptor fitting butt fused to pipe.
   a. Capable of developing same pressure rating as specified for pipe.
   b. Restrained.
   c. Central Plastics MJ Adaptor or equal.

B. Restrained Adapter Fitting:

1. Restrained coupling for pipe material transition.
2. Multi/Joint 3000 Plus, Type 3000

C. Butt Fusion Equipment:

1. Designed to create a joint at least as strong as the adjacent pipe.
2. Equipment to contain stops to prevent excessive pressure on pipe ends during fusion process.
3. Equipment to plane pipe ends prior to fusion process.
4. Provide a data logger to document temperatures and pressures for each butt fusion joint.

2.4 FABRICATION

A. Pipe:

1. Clearly mark pipe and fittings per AWWA C906.
2. Service Indication:
   a. Provide integral color or longitudinal color banding at 180 degrees apart.
      1) Water: Blue.

2) Sewer: Green.
3) Reclaimed Water: Purple.

B. Stub flanges:

1. Design for use with backing flange.
2. Fabricate per manufacturers recommendations to develop full pressure specified for pipe with blind flange attached.

2.5 SOURCE QUALITY CONTROL

A. Materials:

1. Incoming polyethylene materials:
   a. Inspect for density per ASTM D1505, melt rate per ASTM D1248, and carbon and color containment.
   b. Provide certification from material supplier for a minimum of 30% of all incoming polyethylene materials.
   c. PE pipe manufacturer shall verify certifications prior to processing into finished pipe or fittings.
2. Outgoing materials:
   a. Manufacturer to inspect for diameter, wall thickness, length, straightness, out-of-roundness, concentricity, toe-in, inside and outside surface finish, markings, and end cut.
   b. Perform tests to determine density, melt flow rate, carbon content, and carbon dispersion.
   c. Test representative samples of the pipe provided to determine hoop tensile strength and ductility by either quick burst per ASTM D1599 or ring tensile per ASTM D2290.

B. Equipment:

1. Qualify each extrusion line and molding machine to produce pressure rated products by taking representative production samples and performing sustained pressure tests in accordance with ASTM D1598.

C. Quality Control Program:

1. Pipe and fitting manufacturer shall maintain permanent Quality Control (QC) and Quality Assurance (QA) records.
2. Certified copies of the quality control data taken during product manufacture shall be supplied to the Owner upon request.

D. Factory Inspection:

1. PE pipe manufacturer’s production and quality assurance facilities shall be open and available for inspection by Owner and its authorized representatives.

PART 3 - EXECUTION

3.1 GENERAL

1. Install PE piping in accordance with:
   a. Section 31 23 33.Utilities - Trenching and Backfilling.
   b. Section 33 14 11 – Water Utility Transmission and Distribution Piping.
   c. Section 40 05 01 - Common Work Results for Process Piping.
   d. Other provisions of the Contract Documents.
   e. Laws and Regulations.

3.2 INSTALLATION

A. General:

1. Locations: Provide PE piping at the locations shown on the Drawings or as otherwise shown and indicated in the Contract Documents.
2. Install PE piping in accordance with:
    a. Manufacturer's recommendations.
    b. Section 31 23 33.Utilities - Trenching and Backfilling.
    c. Section 40 05 01 - Common Work Results for Process Piping.
    d. Other provisions of the Contract Documents.
    e. Laws and Regulations.
3. Field repairs of pipe and fittings are not permitted, with the exception that portions of straight pipe which are damaged may be cut off provided this alteration is in accordance with the manufacturer's established procedures. All damages and repairs to pipe must be submitted to and approved by the Engineer prior to repair.
4. Tracer wire and boxes shall be installed along the full length of PE pipe installed underground, in accordance with Section 10 14 00.

B. Joining method - Fusion Joints:

1. Joint Fusing – General:
    a. Comply with ASTM F2620, the Contract Documents, pipe manufacturer's written instructions, and fusion machine manufacturer's written recommendations. Where any of the foregoing are inconsistent, comply with the more-stringent requirement. When unclear, request and obtain from Engineer written interpretation or clarification.
    b. Fusion joiner shall be appropriately qualified and experienced in making the type of fusion joint required (butt fusion, socket fusion or sidewall fusion). Fusion joiner shall perform fusion jointing only for the types of joints for which such person possesses appropriate qualifications and experience.
    c. Cost of certifying its workers and performing testing required for fused joints is Contractor's responsibility.
    d. Plane ends of joints in fusion machine prior to heating.
    e. Push pipe ends together in fusion machine and visually inspect compatibility and alignment of the two ends.
    f. Comply with pipe manufacturer's written procedures and recommended heating time for pipe ends based upon pipe diameter and ambient temperature.
    g. Visually inspect joint immediately upon removal of heating element to verify blistering of pipe has not occurred. Blistering of pipe is unacceptable.
    h. Do not remove pipe from fusion machine until pipe has cooled in accordance with the pipe manufacturer's written instructions.
2. PE pipe 1 inch diameter and smaller shall be socket fused.
3. PE pipe joints 1.5 inch diameter and larger shall be butt fused.
4. Electro-Fusion Fittings:
    a. Comply with pipe fitting manufacturer's written instructions.
    b. Ensure ends of connecting pipe are round when fusing.
    c. Couplings: Provide means to place pipe ends in compression when fusion coupler is heated/cooled until connection process is complete.

C. Joining method – Flanged Joints:

1. Slide back up flange on PE pipe.
2. Install stub flange on end of pipe with butt fusion.
3. Make flange faces flat and perpendicular to pipe centerline.
4. Allow one flange free movement in any direction while bolts are being tightened.
5. Do not assemble adjoining flexible joints until flanged joints in piping system have been tightened.

6. Gradually tighten flange bolts uniformly to permit even gasket compression.
7. Check bolt torque after 24 hours to ensure that stress relief has not occurred.

D. Joining method – Mechanical Joint:

1. Use only for joining PE pipe to DIP or PVC (AWWA C900).
2. Install MJ adapter on end of PE pipe with butt fusion.
3. Clean components before installation.
   a. Clean bolts and nuts by wire brushing.
   b. Lubricate bolts with vegetable-based oil only.
4. Insert nuts and bolts (or studs), finger tighten, and progressively tighten diametrically opposite bolts uniformly around the flange to the proper tension.
5. Execute care when tightening joints to prevent undue strain upon adjoining pipe.
6. Test joint for leakage.
   a. If joint leaks under pressure testing, loosen or remove nuts and bolts, reset, or replace the gasket, reinstall or retighten bolts and nuts, and retest the joints.
   b. Completed joints shall be watertight.
7. Check bolt torque after 24 hours to ensure that stress relief has not occurred.

E. Install buried pipe per Section 40 05 01, Section 33 14 11, and per details shown on Drawings.

1. Allow pipe to stabilize to trench bottom or casing temperature before final tie-in or backfilling.
2. For field sweeps, the minimum cold bending allowable radius:

DR	Minimum Radius
≤9	20 times pipe OD
>9 - 13.5	25 times pipe OD
>13.5 - 21	27 times pipe OD
>21	30 times pipe OD
With flange or fitting inside sweep	100 times pipe OD

3.3 FIELD QUALITY CONTROL

A. Use only fusion machine operators who have been trained by machine manufacturer no more than 12 months prior to installation of first fused joint.

B. Visually inspect all pipe for gouges.

1. Gouges in excess of 10% of the pipe wall thickness are not acceptable.
2. In area where excessive gouges are present, cut out affected pipe section and butt fused to remaining pipe to make a continuous section.

C. Check integrity of the heating plate in the fusion equipment a minimum of twice per each 8-hour work shift for temperature uniformity.

D. Butt-fused specimen joint inspection and testing per ASTM F2620, Appendix X4.

1. Visually inspect all joints during and after joining to ensure that the joint meets the requirements of the butt fusion welding procedure.
2. On every day that butt fusions are to be made, prepare a trial butt-fused joint specimen.
3. Allow specimen to cool completely and cut into test straps.
4. Test straps:
   a. Length: 12 inches (min) or 30 times the wall thickness.

b. Location of fusion: Center of strap.

c. Width: 1 inch (min) or 1.5 times the wall thickness.

5. Visually examine the straps for voids or discontinuities.
6. Deform the straps by bending, torque, or impact.
7. If failure of the joint occurs outside of the joint area, the test is acceptable.

E. Diametral Deflection:

1. After backfilling, check each section of pipe for deflection by pulling a mandrel through the pipe.
2. Pipe with deflection exceeding 5% of the inside diameter: remove backfill and replace to provide a deflection of less than 5%.
3. Retest any repaired pipe.

F. Hydrostatically test installed pipe and fittings in accordance with Section 40 05 01 and Section 33 14 11.

1. Provide butt fused stub flanges, back up flanges and blind flanges on both ends of each pipe string for hydrostatic testing prior to and following installation.

END OF SECTION

SECTION 33 14 11
WATER UTILITY TRANSMISSION AND DISTRIBUTION PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Coordination and interface with existing facilities and utilities.
2. Connections to existing water mains.
3. Testing, flushing and disinfection.

B. Related Specification Sections include but are not necessarily limited to:

1. Section 10 14 00 – Identification Devices.
2. Section 31 23 33.Utilities - Trenching, Backfilling, and Compacting for Utilities.
3. Section 33 05 19 – Ductile Iron Utility Pipe.
4. Section 33 05 33.23 - Polyethylene Pressure Pipe and Tubing (AWWA C901 and AWWA C906)
5. Section 33 14 19.23 - Hydrants for Water Utility Service.
6. Section 40 05 01 - Common Work Results for Process Piping.
7. Section 40 05 51 - Common Requirements for Process and Utility Valves.
8. Section 40 05 61 - Gate Valves.

1.2 QUALITY ASSURANCE

A. Referenced Standards:

1. American Water Work Association (AWWA):
   a. B300, Standard for Hypochlorites.
   b. B301, Standard for Liquid Chlorine.
   c. C651, Standard for Disinfecting Water Mains.

1.3 SUBMITTALS

A. Submit results of the leakage tests, identifying the specific length of pipe tested, the test pressure, the duration of test and the amount of leakage.

B. Submit satisfactory bacteriological test reports on disinfection requirements.

C. Submit qualifications for lab performing disinfection analysis.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Pipe: Refer to Specification Section 40 05 01, Specification Section 33 05 33.23, and Specification Section 33 05 19.

B. In-Line Valves:

1. Refer to Specification Section 40 05 61, Specification Section 33 05 33.23, and Specification Section 40 05 61.
2. Provide adjustable valve boxes for buried valves.
   a. Include price of valve boxes in price of valve installed complete.

C. Fire Hydrants: Refer to Specification Section 33 14 19.23.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install water main to the line and grade on the Drawings.

1. Water mains to be staked at a minimum 100 feet interval with depth of cuts monitored.

C. Field verify depth of utilities that will be crossed.

1. Adjust water main elevation as required during construction.
2. No separate payment will be made for field verification or adjustment of main depths as required.

D. Contractor will restore all existing structures or services damaged by Contractor's operations at no cost to Owner.

E. Follow identification requirements of Section 10 14 00 and respective pipe section.

1. Warning tape shall be installed above all pipe constructed as part of this project.
2. Tracer wire and tracer wire boxes shall be installed on all PE and PVC piping.

3.2 INTERRUPTION OF SERVICE

A. Any interruption of service to water users shall be coordinated and approved with the Port of Pensacola prior to interruption.

1. Notify all users of the interruption a minimum of 24 hours in advance.

3.3 UNDERGROUND SERVICES

A. Notify utility representative prior to construction to obtain available information on location of existing utilities.

1. Contractor shall be responsible for locating all utilities.

B. Existing water services are to be connected to the new water mains.

1. Damage to existing water service to be repaired, using pipe and union the same size and material equal to existing service or other material approved by Engineer.

3.4 PROTECTION OF EXISTING UTILITIES

A. Contractor to verify the location of all underground utilities.

1. Omission from, or the inclusion of utility locations on the plans is not to be considered as the nonexistence of or a definite location of existing underground utilities.

B. A representative of the underground utilities shall be notified 24 hours in advance of crossings.

3.5 CONNECTIONS TO EXISTING WATER MAINS

A. Refer to Specification Section 40 05 01.

3.6 SEWER CROSSINGS

A. Water mains crossing building sewers, storm sewers or sanitary sewers shall be laid to provide a vertical separation of at least 18 inches between the bottom of the water main and the top of the sewer, whenever possible.

1. A water main may be laid closer than 10 feet if the crown of the sewer is at least 18 inches below the water main invert.
2. In the event 18 inches of vertical separation cannot be provided at a sewer crossing, the sewer shall be removed for a distance of 10 feet on each side of the water main and replaced with one 20 feet length of ductile iron pipe of the same size.

B. Concrete collars shall be provided at each end of the ductile iron pipe to connect to the existing sewer pipe as shown on the Drawings.

C. Payment for crossings shall be included in the bid unit price of the water main.

3.7 TREES

A. Do not remove trees without written instructions from the Engineer unless tree removal is shown on drawings.

1. No separate payment will be made for tree removal and the cost shall be included in the bid unit price for transmission main.

3.8 FENCES, SIGNS, MAILBOXES, ETC.

A. Restore all damaged fences, signs, mailboxes, etc., to their original conditions.

1. No separate payment will be made for these items.

3.9 FIELD QUALITY CONTROL

A. Sealing, Flushing, and Disinfection of Potable Water Systems:

1. Refer to Specification Section 40 05 01.

END OF SECTION

SECTION 33 14 19.23
HYDRANTS FOR WATER UTILITY SERVICE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Dry-barrel fire hydrant.

B. Related Sections include but are not necessarily limited to:

1. Section 09 96 00 - High Performance Industrial Coatings.
2. Section 31 23 33.Utilities – Trenching and Backfilling
3. Section 33 14 11 – Water Utility Transmission and Distribution Piping.
4. Section 40 05 01 - Common Work Results for Process Piping.

1.2 QUALITY ASSURANCE

A. Referenced Standards:

1. American Water Works Association (AWWA):
   a. C502, Standard for Dry-Barrel Fire Hydrants.
   b. M17, Installation, Operation and Maintenance of Fire Hydrants.

1.3 SUBMITTALS

A. Shop Drawings:

1. Product technical data:
   a. Acknowledgement that products submitted meet the requirements of the standards referenced.
   b. Manufacturer's installation instructions.
   c. Acknowledge and verify dimensions and provide list of integral parts and materials.
2. Prior to submission of shop drawings, submit one copy of complete submittal information direct to City of Pensacola Fire Department, Attn: Fire Chief, and request and secure written approval of hydrant selection.
   a. Incorporate copies of written approval letter with submittals.

B. Contract Closeout Information:

1. Operation and Maintenance Data:
   a. See Port of Pensacola Project Manual for requirements for the mechanics, administration, and the content of Operation and Maintenance Manual submittals.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:

1. Mueller.
2. American Flow Control.
3. Waterous.

2.2 FIRE HYDRANT

A. Design and Fabrication:

1. Conform to AWWA C502.

2. Provide with either compression or gate design.
3. Provide with a 5 inches valve opening, nozzle section consisting of two, 2-1/2 inches hose nozzles and one, 4-1/2 inches steamer.
4. Provide with water passages to permit full flow of water to minimize friction loss.
5. Furnish with multiple weep holes for positive draining to allow water to escape readily from standpipe when hydrant valve is closed.
6. Designed to throttle flow when partially opened.
7. Designed to allow removal of valve and valve stem without digging up hydrant.
8. Suitable for 5 feet of bury.
9. Furnish with mechanical (gland type) joint inlet connections.
10. Design to break off at ground line when struck by a vehicle.
11. Furnish with O-ring packing only.
12. Furnish hose and steamer nozzles with threads conforming to standard threads used by local Fire Department.
13. Furnish with direction of opening as required by local Fire Department with direction of opening cast on dome.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install hydrants at locations indicated in accordance with AWWA M17 and the following:

1. Remove foreign material from barrel of hydrant before placement.
2. Install plumb and at same elevation as connecting pipe and main.
3. Place each hydrant on a slab of concrete not less than 6 inches thick and 18 inches SQ.
4. Block backside of hydrant, opposite pipe connection, with concrete firmly wedged between hydrant and vertical face of undisturbed trench.
5. Place granular bedding material around base of hydrant to the dimensions shown in the Drawings.
6. Firmly tamp carefully compacted backfill around hydrant to surface of ground and to a distance of 5 feet in front of hydrant.

3.2 COATINGS AND FINISHES

A. Provide hydrant with factory-applied below grade and above grade coatings.

1. Below grade:
   a. Coat interior and exterior surfaces with high-performance epoxy coating.
2. Above grade:
   a. Coat interior and exterior surfaces with high-performance epoxy coating.
   b. Coat exterior surfaces with UV-resistant polyurethane coating.
3. Coating colors above grade shall conform to the requirements of the local Fire Department or Authority Having Jurisdiction (AHJ).
   a. Field-applied coatings shall be provided in accordance with Section 09 96 00.

END OF SECTION

SECTION 33 40 00
STORM DRAINAGE

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the requirements for furnishing and installing storm drainage pipes and structures where shown on the Contract Drawings and specified herein and as needed for complete and proper execution of the Work.

B. The work under this section includes but is not necessarily limited to the following:

1. Provide all labor, tools, material, and equipment.
2. Perform excavating, trenching, and backfilling for pipes and structures.
3. Wrap new pipe joints with filter fabric.

1.2 REFERENCES

A. The latest edition and addenda of the following publications in effect on the date of Contract Award are part of this Specification and, where referred to by title or basic designation only, are applicable to the extent indicated by the specific reference:

1. Florida Department of Transportation Standard Specifications for Road and Bridge Construction
   a. 425 Geotextile Fabrics
   b. 948 Miscellaneous Types of Pipe
2. American Society for Testing and Materials (ASTM):
   a. ASTM A 36 Carbon Structural Steel Products
   b. ASTM A 123 Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
   c. ASTM A 572 High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
   d. ASTM A 615 Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
   e. ASTM C 76 Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
   f. ASTM C 270 Mortar for Unit Masonry
   g. ASTM C 361 Reinforced Concrete Low-Head Pressure Pipe
   h. ASTM D 2321 Standard Practice for Underground Installation of Thermoplastic Pipe for Sewer and Other Gravity-Flow Applications
   i. ASTM D 3212 Standard Specification for Joints for Drain and Sewer Plastic Pipe Using Flexible Elastomeric Seals
   j. ASTM D 3350 Standard Specification for Polyethylene Plastic Pipe and Fittings Materials
   k. ASTM F 894 Standard Practice for Underground Installation of Thermoplastics Pipe for Sewers and Other Gravity Flow Applications.
3. International Standards Organization (ISO):
   a. 9001:2008 Quality Systems, Model for Quality Assurance in Production and Installation

B. The Contractor shall conform to the requirements of the above standards, unless otherwise specified herein. In the event of a conflict between these specifications and the referenced standards, the more stringent requirement shall control.

1.3 SUBMITTALS

A. Shop Drawings:

1. Submit detailed shop drawings for all drainage structures and grates showing dimensions, invert elevations, wall openings for pipe, reinforcing and other pertinent information. Include

within the detailed drawings catalog cuts, fabrication and assembly details, and grade and class of materials as appropriate.

B. Product Data and Manufacturer's Instructions

1. Submit copies of product data sheet for corrugated pipe and large diameter HDPE pipe, mechanical coupling, manufacturer's instructions, and associated warranty information.

C. Certificates

1. Submit certificate stating that all pipe materials meet or exceed the specified requirements of this Section.

1.4 PRODUCT HANDLING

A. Protection: Use all means necessary to protect the materials of this section before, during and after installation and to protect the work and materials of all other trades. Handle pipe in accordance with the PPI Handbook of Polyethylene Pipe (2nd Edition), Chapter 2 using approved strapping and equipment rated for loads encountered.

B. Protection of Utilities: Protect existing and new utilities.

C. Delivery and Storage: Deliver all material to the job site with all labels intact and legible at time of use. Store in strict accordance with the manufacturer's recommendations or as directed by Owner.

D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of and at no additional cost to the Owner. Pipes with broken bells or large cracks shall be removed from the site and replaced at no additional cost to Owner.

PART 2 - PRODUCTS

2.1 PIPE MATERIALS

A. Provide pipe of the sizes as indicated on the Contract Drawings and as follows:

1. Reinforced Concrete Pipe (RCP), Class V, Wall B complying with ASTM C 76.

B. Pipe Joints:

1. RCP; Bell and spigot with rubber gaskets meeting the requirements of Article 5.9 of ASTM C 361. Provide a neutral agent as a lubricant.

2.2 DRAINAGE STRUCTURES

A. General: Drainage structures shall be manufactured as shown on the Construction Drawings and in accordance with SECTION 03 45 33 PRECAST STRUCTURAL CONCRETE. Construct drainage structures to facilitate the installation of drainage pipes indicated on the Contract Drawings.

B. Mortar: Comply with ASTM C 270, Type M for using mortar for pipe joints. Place within one hour after addition of water. Provide a quantity of water in the mixture sufficient to produce a stiff workable mortar, clean and free from harmful acids, alkalis, and organic impurities.

C. Reinforcing Bars and Dowels: Intermediate grade billet steel complying with ASTM A 615, Grade 60.

D. Grating and Frames: Required grates and frames are on the Construction Drawings. Alternative grates and frames shall be rated for airport use.

E. Filter Fabric for Wrapping Pipe Joints: A filter fabric jacket shall be furnished and installed around all joints of concrete pipe and at the inlet wall openings. The filter fabric jacket shall consist of a piece of filter fabric meeting the requirements of FDOT Section 985 for subsurface drainage. The filter fabric shall be a minimum of 24-inches wide and shall be held securely against the outside of the pipe or inlet with corrosion resistant materials.

PART 3 - EXECUTION

3.1 CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct all conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 EXCAVATING, TRENCHING, BEDDING AND DEWATERING FOR PIPES

A. General: Provide excavating, trenching, and bedding for drainage pipe as shown in the Contract Drawings and as follows:

B. Movement of Construction Machinery: Use all means necessary to avoid displacement of, and injury to, the pipe and structures while compacting by rolling or operating equipment parallel with the pipe. Move of equipment over a drainage pipe at any stage of construction is solely at the risk of the Contractor.

C. Bedding: Provide bedding surface for the pipe with a firm foundation of uniform density throughout the entire length of the pipe. Bed pipes carefully in a soil foundation accurately shaped and rounded to conform to the lower one-quarter of the outside perimeter of the circular pipe (a.k.a. Class 1 Bedding) or set the pipe in a bed of sand. Tamp bedding when necessary. Provide bell holes and depressions for pipe joints of only the length, depth and width required for properly making the particular joint.

D. Dewatering: Contractor shall dewater trench and shall maintain dry trench conditions during installation and backfill. Contractor shall secure pipe against possible floatation during construction. Dewatering shall be the responsibility of the contractor at no additional cost to Owner.

3.3 PLACING PIPE

A. General: Carefully examine each pipe prior to placing. Promptly set aside all defective pipes and all damaged pipe. Do not install defective or damaged pipe.

B. Place all pipes to the grades and alignment shown with a tolerance of one in 1000 vertical and one in 500 horizontal.

C. Provide all required equipment for lowering pipe safely into the trenches.

D. Do not place pipe in water or place pipe when trench or weather is unsuitable for such work.

E. Lay by proceeding upgrade with the spigot ends of bell-and-spigot pipe, and the tongue ends of tongue-and-grove pipe pointing in the direction of flow.

3.4 PIPE JOINTS

A. Cement Mortar Bell-and-Spigot Joint:

1. Bed the first pipe to the established gradeline with the bell end placed upstream.
2. Clean surface of bell with wet brush and fill lower portion with mortar to such depth as to bring the inner surface of the abutting pipes flush and even. Clean the spigot end of each subsequent pipe with a wet brush and uniformly match into the bell so that sections are closely fitted.
3. After laying each section, fill remainder of joint with mortar and form a bead around the outside of the joint with mortar.
4. If mortar can slump before setting, wrap or bandage the outside of the joint with cheesecloth to retain mortar in place.

B. Rubber Gasket Joints:

1. Clean surfaces of pipe which will be in contact with the rubber gasket and install the rubber gasket per the manufacturer’s instructions.

3.5 BACKFILLING

A. General: Backfill and compact in accordance with the provisions of SECTION 31 00 00 EARTHWORK and as specified herein. Take all necessary care to assure thorough compaction of fill under haunches of pipe without damage or misalignment of the pipe.

B. Backfilling Pipe in Fill Sections: For pipe placed in fill sections, after the backfill has reached at least 12-inches above the top of the pipe, place the remainder of the fill by compacting in layers not exceeding 6-inches in compacted depth.

3.6 INSPECTING

A. General: Demonstrate that the work of this section has been completed in strict accordance with the design and the specified requirements.

B. Closing-in uninspected work: Do not cause or allow any of the work of this section to be covered up or enclosed until after it has been inspected and approved by the Owner.

END OF SECTION 33 40 00

SECTION 34 11 00
RAILROAD TRACK AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. This section specifies requirements for the material properties and construction of railroad track and turnouts.

B. Contractor shall construct 115# RE or relay jointed rail track on steel crossties or concrete foundations at the locations identified in the plans.

C. Contractor shall assist in the final design of turnouts at the locations shown on the plans to ensure proper alignment of the track.

D. Contractor shall furnish and install turnouts at the locations shown on the plans.

1.2 QUALITY ASSURANCE

A. Company specializing in performing the Work of this Section shall meet or exceed the minimum qualifications as set forth in the Contract Bid Documents.

B. Contractor shall:

1. Provide a brief history of the company generally describing the date established, number of employees, annual revenues and general experience of the company.
2. Have FRA Track Safety Standards Qualified Project Manager, Superintendent and Foreman on this project. Provide resumes for these positions and documentation indicating FRA Track Safety Standards Qualifications and training.
3. Provide project “cut-sheets” for four railroad rehabilitation projects that have been completed within the past five years. Cut-sheets shall include the name of the owner (company or agency) and owner contact information; the total value of the project, the start and completion dates and a brief description of the work activities involved in the project.
4. Provide a complete list of equipment available for use on this project including make, model, year and ownership status.

C. Other Quality Assurance Testing

1. An “As-Built” survey shall be performed by surveyor licensed in the State of Florida, to insure that rails are installed to within acceptable tolerances.

D. Material Source Requirements

1. All track system materials shall be supplied by one manufacturer, except for relay rail.
2. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
3. Contractor shall be responsible for the quality of Construction. Quality shall be determined by Owner based on conformance with the requirements of this Section of the Specifications and on the results of tests performed as specified.
4. Owner's approvals of materials and methods, including relay rail shall in no way relieve Contractor of its responsibility for the furnishing work conforming to the requirements of this Section of the Specifications.

5. In the event that materials or placement not conforming to the requirements of this Section of the Specifications are found to have been included in work already in place, and if the inclusion of such materials could reasonably be expected to lead to the deterioration of the work for this contract, remedial measures, as approved by Owner and Engineer, shall be taken to correct the deficiency. All such remedial measures, including, if required by Owner, removal and replacement of work already in place and performance of any related work, shall be at the expense of Contractor.

1.3 REFERENCES

A. The latest edition and addenda of the following publications in effect on the date of Contract Award are part of this Specification and, where referred to by title or basic designation only, are applicable to the extent indicated by the specific reference:

1. American Railway and Maintenance of Way Association's Manual for Railway Engineering
2. American Railway and Maintenance of Way Association's Portfolio of Track Plans
3. CSX Transportation Standard Specifications for the Design and Construction of Private Sidetracks
4. American Society for Testing and Materials (ASTM)

B. The Contractor shall conform to the requirements of the above standards and all other Sections of these Specifications, unless otherwise specified herein. In the event of a conflict between these specifications and the referenced standards, the more stringent requirement shall control.

1.4 SUBMITTALS

A. Equipment

1. Contractor shall submit complete descriptions of the equipment for the Work.

B. Product Data

1. Materials list of items proposed to be provided under this Section.
2. Submit drawings of all rail track attachment accessories.
3. Manufacturer's specifications, recommended installation procedures and equipment and other pertinent data needed to prove compliance with the specified requirements.
4. Material source for new ballast.

C. Shop Drawings

1. Fabrication and erection drawings, including welds and bolted connections.
2. Submit manufacturer's drawings for turnouts including all appurtenances required for installing the turnout and switches.
3. Submit manufacturer's drawings for turnouts and associated guardrails. Drawing shall also include procedure for installation.

D. As-built Drawings

1. As-built drawing(s) showing the exact location (horizontal and vertical) of the centerline of all tracks, including curve data, prepared by a surveyor licensed in the State of Florida.

E. Certificates

1. Submit certificate stating that all materials and procedures meet or exceed the specified requirements of this Section and to the satisfaction of the manufacturer and the manufacturer's recommendations, including all accessories and grouting products.

2. Mill Certificates: Submit mill test certificates for each heat number of rail and all other ferrous items. The mill certificates shall include the chemical and physical properties of the materials.

F. Procedures, Reports and Records.

1. Contractor's proposed Quality Assurance Testing Procedure, see Paragraph 1.2.G.
2. Soil compaction test results.
3. Installation Procedure: Submit a detailed installation plan complete with narrative text, drawings, photographs, and any graphic information to thoroughly describe the followings:
    a. Method for placing and compacting ballast.
    b. Method for inducing settlement in completed track.

1.5 PRODUCT HANDLING

A. All material shall be handled, transported, and stored in accordance with current AREMA standards and unloaded and placed in such a manner as to avoid damage

B. Strings of rail shall only be pulled into position and not pushed. Bumping rail into position shall not be permitted.

C. Contractor shall take care to minimize damage to material removed from existing track prior to inspection to determine material to be retained by Owner.

D. Contractor shall be responsible for any damage to material at no expense to the Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Rail

1. Rail shall be 115 lbs per yard RE or relay rail of equivalent or greater section and shall conform to the specifications in the AREMA Manual for Railway Engineering that were in effect at the time of its manufacture.

B. Rail Clips

1. The rail clips must have sufficient strength to transfer lateral design loads imposed in the rail by the train accommodated on the rail. The vertical clamp force of the rail clip must allow longitudinal thermal movement of the rail.

C. Turnouts

1. Turnouts shall be new turnouts conforming to section No. 8 or No. 5 - 115# RE turnouts complete with, Bolted Rigid Frog, Guardrails, and Sampson Switch Points. Turnouts and associated guardrails shall comply with CSX requirements.
2. Contractor shall identify suppliers of turnouts manufactured for this application and submit manufacturer's white sheets of alternative design or material to the Owner and Engineer for approval.
3. Switch stands shall be of a type and arrangement to fit below the top of the asphalt surface under a steel plate cover that is rated for a reach stacker whose loads are defined on Sheet S-0-001 of the Construction Drawings. The mechanism shall be manually operated and be self-contained and complete. No mechanism requiring separate tools or other devices to throw the switch shall be permitted.

4. The turnout and below grade switch stand designs must be approved by the Owner and Engineer prior to construction.

D. Steel Crossties

1. Standard ties shall be steel 8'- 4" long with spaded ends for a total depth of 5 ½". The section dimensions shall be 3.95" high by 10.24" wide with a rail bearing surface width of 6.30" canted at 1:40.
2. Transition ties shall be steel 11' - 6" long with spaded ends for a total depth of 6 ¼". The section dimensions shall be 4.65" high by 11.81" wide with a rail bearing surface width of 6.30".
3. The ties shall be concave providing a cavity for ballast. The tie shall be pre-punched for elastic fastener hook-in shoulder inserts (Pandrol type or equivalent) spaced for 115# RE rail or relay rail, and four ballast inspection holes.
4. Steel crosstie section properties shall conform to the Steel Crosstie Section Properties table.

E. Rail Connections

1. Contractor shall furnish all material, labor, supervision, and equipment to make field welds by thermite welding. Defective welds, joints and rails shall be removed and replaced at no cost to Owner. Each weld shall be tested ultrasonically by the Contractor's Independent Testing Laboratory and meet the minimum requirements of the applicable welding code and referenced standards.
2. No separate payment shall be made for field welding or ultrasonic testing. All costs for field welding and ultrasonic testing shall be included in the bid price.
3. Rail joints shall be spaced as required for rail, size and if insulated or non-insulated, as indicated in the Contract Documents or AREMA Manual- Current Edition for the rail furnished. Contractor shall determine the proper rail dimensions for the crossing prior to work commencement.
4. If not immediately welding, New rail bolt holes shall be drilled only with a rail drill. No other method is permissible. Rail shall be drilled before joint bars are applied. Drilling shall be performed by either, center punching hole location and drilling or by using a proper template. Holes are to be of the size prescribed for rail section and joint bar type. If crossing joints are intended to be welded, then a whole must note be drilled within 4.5 inches of the rail end.
5. Joint Bars must be properly applied to meet FRA class of track standards with full number and correct size of bolts, nuts and spring washers. Joint bolts must be properly tightened before spiking rail. Bolts shall be placed with the nuts alternatively on the inside and outside of the rail. Bolts will be torqued to AREMA Volume 1, Section 5.5, starting from the center working out. Fishing surfaces of rails at joint bars shall be swabbed with grease. Use outer four bolt holes only when installing bolted joints that will be eliminated by field welding. Do not drill inside holes at future field weld locations. All joints that will remain bolted shall use all bolts. Before bolted joints are considered final, they will be retightened, to specified torque, with a power wrench after final surfacing and regulating. The non-defective joint bars shall become the property of railroad and stockpiled at the designated location.
6. When joining rails of differing sizes with a compromise joint, it shall be fitted so that the top of the rail surface and the gauge face of the rails to be connected are held in alignment. Bars must be installed, as markings indicate, GAUGE SIDE/FIELD SIDE. When joining rails with a difference of 25 lbs. or greater, a step-down rail between 16.5 to 19.5 feet in length, with the appropriate OTM, shall be installed between welds or compromise joint bars.

F. Sub-Ballast

1. Description: material of a superior character spread on the finished subgrade of the railroad and below ballast course to provide better drainage and bearing characteristics than afforded by the subgrade material.
2. The sub-ballast density shall be 95 percent based on the Modified Proctor Density Test ASTM 1557. If additional moisture is required to obtain adequate density, Contractor shall use water along with approved mixing, shaping and compaction equipment. The sub-ballast shall be finished to a tolerance of one-tenth (0.10) foot above or below design subgrade elevation. Contractor shall not place sub-ballast on a wet or rutted subgrade.
3. Existing sub-ballast material may not be re-used. Contractor shall base bid on full depth-removal, disposal, and placement of new Sub-ballast materials.
4. Sub-ballast shall be composed of crusher run (dense grade aggregate) granite or limestone and shall meet the requirements as set out in Chapter 1 (Roadway and Ballast) Paragraph 2 (Ballast), Section 2.11 (Sub-Ballast Specifications) of the current AREMA Manual. Sub-Ballast material shall conform to the gradation requirements as shown in the Sub-Ballast Gradation Table.

Sub-ballast Gradation Requirements		
SCREEN SIZE	PERCENT BY WEIGHT PASSING	
	Graded Aggregate	Crusher Run
1 1/2”	100%	100%
3/4”	60-100%	
No.10	30-55%	15-45%
No.60	8-35%	
No.200	5-20%	5-12%

G. Pre-Ballast

1. Description: For the purposes of the Project, pre-ballast is defined as the material placed on prepared subgrade to within two-inches of bottom of steel tie. Allowing for the placement of sufficient final ballast to provide for surfacing the track (min. 2” pull) to final grade and top of rail elevation per the profiles provided in the plans.
2. Pre-ballast shall be new material and conform to the material requirements for ballast, and gradation AREMA #4A. Re-use of existing pre-ballast is not permitted.
3. Contractor shall place pre-ballast to provide a top elevation to two inches below the final bottom of tie elevation.
4. The pre-ballast shall be placed in loose lifts which are no thicker than four (4) inches, and then be compacted.
5. Contractor shall base bid on full depth-removal, disposal, and placement of new pre-ballast materials.
6. Minimum requirements for compaction are as follows:
    a. Contractor shall submit proposed methods and equipment for compaction and allow for Owner and Engineer’s approval prior to mobilizing equipment for this work.
7. All rutting or pocketing of the ballast shall be corrected by restoring the ballast to a smooth surface

H. Final Ballast

1. Final Ballast shall be granite material free of loams, dust, or other foreign particles. Final Ballast shall be new material and shall conform with the grading requirements designated as AREMA #5, (walkway ballast) in accordance with gradation chart shown below. Place to the minimum depths indicated on the Contract Drawings.

Track Ballast Gradation Requirements		
	PERCENT BY WEIGHT PASSING	
	MAINTRACK	**WALKWAY**
Screen Size	**AREMA 4A**	**AREMA 5**
2 ½"	100%	
2	90-100%	
1 ½'	60-90%	100%
1"	10-35%	90-100%
¾"	0-10%	40-75%
½"		15-35%
3/8"	0-2%	0-15%
No.4		0-5%

PART 3 - EXECUTION

3.1 CONTRACTOR'S RESPONSIBILITY

A. Contractor shall purchase and transport all materials, necessary for performance of the work, to the project site.

B. Contractor shall limit on-site storage to the confines of the work zone limits. If required, additional storage areas have been provided by the Owner, as indicated in the Contract Drawings. Contractor shall coordinate material delivery to accommodate the confines of the available storage and to meet the scheduling requirements of the work.

C. Contractor shall assume complete responsibility for unloading, inventorying, storing, and providing security for all material.

D. Contractor shall be responsible for distributing materials and for installing material in the construction of the track and turnouts.

E. Contractor shall be responsible for and pay all costs for repairing finished work damaged as a result of Contractor's mishandling.

3.2 REMOVE EXISTING TRACK

A. Contractor shall remove existing track within the limits indicated in the Contract Drawings, to include rail, crossties, other track material (OTM defined as tie plates, spikes, anchors, clips, etc.), crossing materials, and ballast.

B. All rail indicated for removal shall become the property of Contractor and shall be removed from the property. Contractor shall credit the project for the salvage value of the rail removed from the property.

C. All joint bars indicated for removal shall become the property of Contractor and shall be removed from the property. Contractor shall credit the project for the salvage value of the joint bars removed from the property.

D. All OTM shall be considered scrap and shall become the property of Contractor and shall be removed from the property. Contractor shall credit the project for the salvage value of the OTM removed from the property.

E. Concrete and wood crossties removed from the track shall become the property of Contractor and shall be removed from the property and disposed of according to federal, state, and local ordinances. Owner may identify a location for stockpiling crossties prior to disposal.

F. Existing ballast shall be removed from the property and disposed of according to federal, state, and local ordinances. Stockpiling of ties and other material on-site prior to removal shall be at Owner's discretion.

3.3 GRADING RAIL

A. General

1. These specifications cover excavations (cuts), embankments (fills), drainage, sub-ballast, erosion protection, and geotextiles associated with the construction of the tracks.

2. All work shall conform to the alignment, grades, cross sections, and slopes shown by the plans, and as approved by Owner.

B. Excavation

1. Slopes of all excavations shall be cut true and straight and all loose stones in the slopes shall be removed. Rock shall be removed below sub-grade and the area refilled with approved materials. Contractor shall take whatever measures may be necessary to properly drain the excavations during and after construction to prevent water from flowing into, or standing in the excavations for any appreciable time, whether it is storm or ground water.

2. Unsuitable material shall be removed from site by the Contractor and be disposed of in accordance with applicable regulatory requirements and laws.

C. Unsuitable material

1. Should unsuitable material be encountered, such as muck, highly plastic clays, or silty unstable material, it shall be removed. In cut sections, plastic material, as defined by the American Association of State Highway and Transportation Officials (AASHTO) - Soil Classification System as Group A-2-6, A-2-7, A-4, A-5, A-6, or A-7 shall be removed to a depth of at least 2 feet below sub-grade. Additional depth may be required depending upon local conditions. Where organic muck, Group Classification A-8, is encountered in the fill section, it shall be removed within the limits of the toes of slope of the roadbed. Where fill exceeds 10 feet in height, width of the section to be excavated shall be three times the height of the fill. After removal, all unsuitable material shall be removed from the site and be disposed of in accordance with applicable laws and regulations.

D. Embankments

1. Suitable excavated material shall be used in forming the embankments. The material to be used in embankments shall be free of frozen or organic materials such as leaves, roots, grass, weeds, and all other material not consistent with construction of a stable, homogeneous fill. Embankments will not be constructed on frozen ground.

2. Unless otherwise provided, embankments shall be constructed in successive layers no more than 6 inches thick, loose measurement. Where embankments are built by dumping from draglines, trucks, or other similar equipment, a bulldozer must be operated constantly to spread the material. These layers must be the full width of the embankment, each thoroughly compacted, built to the true slope, and not widened with loose material from the top.

3. Large stones with any dimension greater than six inches shall not be permitted within two (2) feet of the design sub-grade. As the embankment is consolidated, the slopes shall be

carefully dressed to the desired section and maintained to their proper height, dimensions, and shape until the work is accepted. Where a new embankment is to be placed on sloping ground or on an existing roadbed embankment, the surface shall be deeply plowed and stepped. When transporting material with rubber-tired equipment, care shall be taken to see that the trailing units do not follow in the tracks of the preceding unit. At the end of each day's work the embankment shall be dressed to shed any water that might fall during the night.

4. Suitable compaction equipment shall be continuously operated while embankments are being constructed. While work is progressing in separate areas, approved compaction equipment shall be operated continuously in each embankment area. Compaction of the embankments shall be to a density of 98 percent of that obtained in a Modified Proctor Density Test, ASTM D-1557. Material that does not contain adequate moisture to obtain specified density shall require the incorporation of additional water. Material containing an excess amount of moisture shall not be placed in an embankment until it has been allowed to dry to the design moisture content.
5. Contractor shall construct embankments to such heights above sub-grade and to such increased widths as are necessary to provide for shrinkage, subsidence, and erosion. As the embankments become consolidated, their sides shall be trimmed to the proper dimensions and shapes until the completion and acceptance of the work.

E. Finished sub-grade

1. The sub-grade shall be compacted and finished to a true, level, sloped or crowned surface as called for by the drawings, and must leave no depression or irregularity which will hold water or prevent proper drainage. A tolerance of not more than one-tenth (0.10) foot above or below design sub-grade will be permitted.
2. See the Contract Drawings for details, typical sub-grade section and grading requirements.

F. Geotextiles

1. Geotextile fabric shall be places along the length of track as shown on the Construction Drawings.

3.4 CONSTRUCT TRACK ON STEEL CROSSTIES

A. Contractor shall construct track with new 115# RE or relay joint rail on steel crossties at the locations shown on the plans. Except where specified, steel crossties shall be spaced on 24" centers.

B. Placing and compacting ballast is included herein.

C. Lining, surfacing, final ballast, and final dressing of the track to achieve the track alignment and profile in accordance with the plans and specifications is included in Paragraph SURFACING OPERATIONS.

D. Contractor shall deliver the welded rail to a site mutually agreed upon with Owner.

E. Electric flash-butt welding shall be in accordance with the most current AREMA Manual, Chapter 4 Specifications for Fabrication of Continuous Welded Rail and shall conform to the serving railroad's guidelines and specifications.

F. Rail joints shall conform to Paragraph RAIL CONNECTIONS, of these specifications.

G. Ballast and tamping shall conform to Paragraphs 2.1.L BALLAST, 2.1.K. PRE-BALLAST and 3.9 SURFACING OPERATIONS, of these specifications. However, when final ballast, tamping and dressing steel tie track is complete, ballast must be seen to be fully compacted to the top of the steel crosstie cavity through the inspection holes in the tie. Steel crossties must be tamped in accordance with the steel crosstie manufacturer's procedures.

H. Contractor shall perform the track layout in accordance with Paragraphs 3.10 MAINTAINING CURVE GEOMETRY and 3.11 FINISHED TRACK GEOMETRY, of these specifications.

I. Crossties shall be positioned using approved methods to avoid damage to the crossties. Crossties shall not be spaced in excess of 24 inches on centers. All crossties shall be installed at right angles to the rails measured at the centerline of tie and centerline of track.

J. Other track materials shall be distributed as necessary for use with crossties. Immediately prior to positioning of rail, the rail seat area shall be cleaned of any debris.

K. All rutting and pocketing of the roadbed or disturbance of pre-ballast during track laying operations shall be restored to a smooth surface at the end of each work shift and shall be maintained in such condition until the end of the project.

L. Contractor shall place the welded rail in rail seats by use of a machine with a threader or tongs. The rail shall be placed without expansion gaps.

M. Strings of welded rail shall only be pulled into position and not pushed. Bumping welded rail into position shall not be permitted.

N. Raising, tamping, and aligning track shall be completed in accordance with Paragraph 3.9 SURFACING OPERATIONS. Track shall be tamped and must have a standard ballast section prior to rail thermal adjustment.

O. Permanently anchor/fasten rail only when the rail temperature is a minimum of 105 degrees F. Determine the rail temperature using a standard rail thermometer laid close to the web of the rail on the base shaded from the sun and leaving it there until no change in the thermometer reading is detected. In no case shall the thermometer be removed in less than 5 minutes. All rail is to be thermally adjusted whether it was installed within these temperature ranges or not. When a rail is positioned, a gap shall be left between strings of rail to permit expansion.

3.5 SURFACING OPERATIONS

A. Contractor shall distribute final ballast prior to beginning surfacing operations. The start date is to be closely coordinated with the Owner.

B. Contractor shall surface the track to within ½" +/- the profile shown on the plans. The final profile shall provide the minimum height necessary to maintain proper profile, and standard ballast section per the plans, and sufficient space under the tie to allow ballast to be inserted and compacted.

C. Track centers will not be reduced below the minimum route clearance during lining.

D. When final ballast, tamping, and dressing are complete, ballast must be seen to be fully compacted to the top of the steel crosstie cavity through the inspections hole in the tie. Steel crossties must be tamped in accordance with the manufacturer's procedures.

E. The cross section of the dressed ballast after compaction and expected settlement will have full cribs and shoulders that conform to the Typical Sections provided with the plan set.

F. Ballast will be pulled into shy areas as quickly as possible behind the tamping machine and before the end of the work shift. Pulling fouled ballast into the ballast section is not permitted.

G. Excessive ballast shall be removed from track.

H. Contractor will make periodic inspections during ballast regulation operations to ensure that care is being taken to prevent:

1. Damage to adjacent property, or structures.
2. Damaging the rail fastening systems.

I. The cross section of dressed ballast after compaction and expected settlement will have full cribs and shoulders that conform to the Typical Sections provided with the plan set.

3.6 MAINTAINING CURVE GEOMETRY

A. Laser liner will be used when surfacing all tangent track. When approaching curves, laser should `be positioned at or near the PC to properly tie into the curve.

B. The Foreman working with the surfacing unit, will mark the control points (PC and PT) on all curves worked within the project with blue paint.

C. The surfacing work will be done utilizing a tamper equipped with a Computer Aided Geometry System (CAGS) or equal, the tamper can be used to measure the curves. The PC and PT will be located while tamping and marked by painting the inside and outside web of the rail blue. All curve data generated by the CAGS must be furnished to the Owner and Engineer before the surfacing team leaves the project.

3.7 FINISHED TRACK GEOMETRY

A. The deviation from zero (0) cross level on tangent will not be more than ¼”.

B. The deviation from uniform profile (sags or humps) in 62 feet will not be more than ⅞".

C. Line swings on tangents which deviate from true line at the rate of more than one inch per hundred feet will not be permitted.

D. Rates of runoffs will be equal to or less than one (1) inch in 100 feet at the end of finished work.

END OF SECTION 34 11 00

SECTION 40 05 01
COMMON WORK RESULTS FOR PROCESS PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Common work results for buried and exposed process piping, including:
   a. Dirt strainers (Y type).
   b. Dry disconnect couplings.
   c. Pipe saddles (for gage installation).
   d. Dismantling Joints.
   e. Water for testing and disinfection.
   f. General procedures for installing buried piping.
   g. General procedures for installing non-buried piping.
   h. Connections to existing piping
   i. Field testing of piping.
   j. Cleaning of piping.
   k. Disinfecting and water quality testing of piping.

B. Related Requirements: Sections include, but are not necessarily limited to:

1. Section 09 96 00 - High Performance Industrial Coatings.
2. Section 10 14 00 - Identification Devices.
3. Section 31 23 33.Utilities - Trenching and Backfilling.
4. Section 33 14 11 – Water Utility Transmission and Distribution Piping.
5. Section 40 05 51 - Common Requirements for Process and Utility Valves.

1.2 REFERENCES

A. Terminology:

1. Terminology indicated below are not defined terms and are not indicated with initial capital letters, but when used in this section have the meaning indicated below:
   a. “HPC” means high performance coating.
   b. “PVDF” means polyvinylidene fluoride.

B. Reference Standards:

1. American Association of State Highway and Transportation Officials (AASHTO):
   a. M36, Corrugated Steel Pipe, Metallic-Coated, for Sewers and Drains (Equivalent ASTM A760).
   b. M190, Standard Specification for Bituminous Coated Corrugated Metal Culvert Pipe and Pipe Arches.
   c. M252, Standard Specification for Corrugated Polyethylene Drainage Tubing.
   d. M294, Interim Specification for Corrugated Polyethylene Pipe 12 to 24 Inch Diameter.
2. American Iron and Steel Institute (AISI).
3. American Public Health Association (APHA), American Waterworks Association (AWWA), Water Environment Federation (WEF):
   a. APHA/AWWA/WEF - Standard Methods for Examination of Water and Wastewater.
4. American Society of Mechanical Engineers (ASME):
   a. B16.3, Malleable Iron Threaded Fittings.

b. B16.5, Pipe Flanges and Flanged Fittings.
c. B16.9, Factory-Made Wrought Steel Butt-Welding Fittings.
d. B16.22, Wrought Copper and Bronze Solder - Joint Pressure Fittings.
e. B16.26, Cast Copper Alloy Fittings for Flared Copper Tubes.
f. B36.19, Stainless Steel Pipe.
g. B40.100, Pressure Gauges and Gauge Attachments.

5. Association of Materials Protection and Performance (AMPP) (National Association of Corrosion Engineers (NACE)):
   a. NACE SP0286, Electrical Isolation of Cathodically Protected Pipelines.
6. ASTM International (ASTM):
   a. A53, Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
   b. A74, Standard Specification for Cast Iron Soil Pipe and Fittings.
   c. A106, Standard Specification for Seamless Carbon Steel Pipe for High-Temperature Service.
   d. A126, Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
   e. A182, Standard Specification for Forged or Rolled Alloy-Steel Pipe Flanges, Forged Fittings, and Valves and Parts for High-Temperature Service.
   f. A197, Standard Specification for Cupola Malleable Iron.
   g. A234, Standard Specification for Pipe Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
   h. A269, Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service.
   i. A312, Standard Specification for Seamless, Welded, and Heavily Cold Worked Austenitic Stainless Steel Pipes.
   j. A518, Standard Specification for Corrosion-Resistant High-Silicon Iron Castings.
   k. A536, Standard Specification for Ductile Iron Castings.
   l. A774, Standard Specification for As-Welded Wrought Austenitic Stainless Steel Fittings for General Corrosive Service at Low and Moderate Temperatures.
   m. A778, Standard Specification for Welded, Unannealed Austenitic Stainless Steel Tubular Products.
   n. C564, Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings.
   o. D1785, Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
   p. D2466, Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
   q. D2467, Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
   r. D4101, Standard Specification for Polypropylene Plastic Injection and Extrusion Materials.
   s. F439, Standard Specification for Chlorinated Poly(Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 80.
   t. F441, Standard Specification for Chlorinated Poly(Vinyl Chloride) (CPVC) Plastic Pipe, Schedules 40 and 80.
   u. F1417, Standard Practice for Installation Acceptance of Plastic Non-pressure Sewer Lines Using Low-Pressure Air.
   v. F2164, Standard Practice for Field Leak Testing of Polyethylene (PE) and Crosslinked Polyethylene (PEX) Pressure Piping Systems Using Hydrostatic Pressure.
7. American Water Works Association (AWWA):

a. B300, Standard for Hypochlorites.
b. C200, Standard for Steel Water Pipe - 6 inches and Larger.
c. C207, Standard for Steel Pipe Flanges for Waterworks Service - Sizes 4 inches through 144 inches.
d. C208, Standard for Dimensions for Fabricated Steel Water Pipe Fittings.
e. C606, Standard for Grooved and Shouldered Joints.
f. C651, Standard for Disinfecting Water Mains.
g. C655, Field Dechlorination.
h. C800, Standard for Underground Service Line Valves and Fittings.

8. American Water Works Association/American National Standards Institute (AWWA/ANSI):
   a. C110/A21.10, Standard for Ductile-Iron and Gray-Iron Fittings.
   b. C111/A21.11, Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
   c. C115/A21.15, Standard for Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.
   d. C151/A21.51, Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water.
   e. C153/A21.53, Standard for Ductile-Iron Compact Fittings for Water Service.
   f. C605, Underground Installation of Polyvinyl Chloride (PVC) and Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe and Fittings.
   g. Manual M11, Steel Pipe: A Guide for Design and Installation.
   h. Manual M41, Ductile-Iron Pipe and Fittings.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate flange dimensions and drilling between piping, valves, and equipment.
2. Completion of the Work of this Section and Engineer's acceptance of associated field testing and inspection results is required prior to Contractor requesting inspection for Substantial Completion of the associated Work.

B. Scheduling and Sequencing:

1. Perform required testing prior to installing required coatings, unless otherwise indicated or acceptable to Engineer.

1.4 QUALITY ASSURANCE

A. Qualifications:

1. Installer of Piping:
   a. Installer of piping shall be entity possessing not less than five years of similar, relevant experience to the piping Work required under the Contract and shall have completed not less than five projects installing substantively similar piping materials (including lining) of similar size to that required for the Work. Installer shall be able to document having installed not less than 5,000 linear feet combined total of such projects, excluding piping less than six-inch diameter and smaller.
   b. Foreman for installer of piping shall be person possessing not less than five years of similar, relevant experience serving as foreman or superintendent for installing the piping Work and shall have served as foreman for not less than five projects installing substantively similar piping materials (including lining) of similar size to that required for the Work. Foreman for installer shall be able to document having served as foreman or superintendent for installing not less than 5,000 linear feet combined total of such projects, excluding piping less than six-inch diameter and smaller.
   c. For each piping installer proposed for employment in the Work, submit documentation of compliance with qualifications requirements of this provision. For each project, indicate owner (including organization name, current contact person knowledgeable

concerning installers work, city and state, telephone number, and email address), project designation, and narrative summary of quantities of piping work performed. including indication of sizes, pipe materials, and pipe lining (if any), together with other pertinent information.

2. Testing Laboratory:
   a. Testing for water quality shall be by laboratory possessing current, valid certification for testing the parameters required. Such certification shall be by authorities having jurisdiction.
   b. Testing laboratory shall be licensed to operate in the same jurisdiction as the Site.
   c. Testing equipment used by laboratory shall be calibrated at intervals of not more than twelve months by devices of accuracy traceable to one of the following: NIST SRM, ISO/IEC 17025, certified by state or local bureau of weights and measures, or values of natural physical constants generally accepted in the engineering and scientific community.
3. Backflow Preventer Technician:
   a. Backflow prevention technicians shall possess valid certification as backflow preventer technician issued by authority having jurisdiction.

1.5 SUBMITTALS

A. Submit the following:

1. Also, refer to Section 33 14 11 Water Utility Transmission and Distribution Piping.
2. Product Data:
   a. Submit manufacturer's published information, including catalog excerpts, specifications, and indication of specific reference standards with which materials comply, for each item specified in this Section, unless such information is furnished as part of a Submittal under another Specifications section. Furnish such information for each size and type of item required.
   b. Clearly mark on product data Submittals proposed items and clearly indicate, via cross-outs or other method, items not proposed for the Work.
3. Testing Plans:
   a. Contractor to submit Testing Plan. Contractor to indicate proposed field tests for piping, together with proposed test pressures (where applicable), wetting period (when applicable), duration of pipe expansion period (when applicable), duration of timed testing period, and other pertinent information necessary to properly communicate Contractor's intent to comply with the Contract Documents relative to field testing of piping. Also indicate piping segments that will be disinfected and that require water quality sampling and testing. When applicable, clearly indicate when hydrostatic testing and disinfecting will be performed concurrently.
   b. Indicate proposed locations and lengths of piping segments for each test, together with indication of proposed dates for such testing.
   c. Submit description of proposed testing methods, procedures, and apparatus, indicating limitations of procedures and apparatus, and obtain Engineer's approval prior to testing.
   d. For each test, and disinfecting, provide brief, narrative description of how water will be conveyed to and, where necessary, from, the piping being tested or disinfected, including indication of proposed rate of water withdrawal from source, proposed rate of water discharge from piping after testing or disinfection, and temporary equipment proposed for use. Where the Contract Documents establish maximum allowable flow rates, clearly indicate how monitoring such compliance will be performed. Where temporary flow meter is proposed or required, include in testing plan copy of current, valid calibration of each flow meter proposed for use.
   e. Where potable water will be used for testing or disinfection, include in testing plan written approval of owner of water utility for use of source and indication of whether water utility or Contractor will furnish and install temporary backflow preventers. Where temporary backflow preventers will be provided by Contractor, include copy of current,

valid certification (by duly certified backflow preventer technician) for backflow preventer(s) proposed for use, including indication of specific, identification data for such equipment.

f. Proposed location(s) for discharge of test water, flush water, and water resulting from disinfection, including copy of approval for such discharge from authority having jurisdiction, where applicable.

g. Indication of acceptable leakage volume, in accordance with the allowable leakage rates indicated in the “Field Quality Control” Article of this Section. Indicate geometric information on each piping segment that will be tested, relevant to parameters required for determining allowable leakage, if any.

h. Indication of disinfection method and sampling method proposed, in accordance with AWWA reference standards indicated in “Part 3 - Execution” of this Section.

i. Indication of proposed disinfection chemical, including source of supply and indication of compliance with NSF 60.

j. Indication of name of testing laboratory that will perform water quality sampling and testing. Include copies of relevant certifications of laboratory from authority having jurisdiction.

k. Locations of sampling and means of obtaining water quality samples.

l. Proposed laboratory testing methods.

m. Indication of acceptable water quality criteria, in accordance with Laws and Regulations.

n. Include copies of forms proposed for reporting results of field testing of piping.

o. Where piping will be filled with water for testing, indicate Contractor’s proposed means and locations for expelling air from piping.

p. Where new piping requiring testing will connect to existing piping (when applicable), indicate means and location of isolating piping requiring testing from existing piping.

q. Where piping requires disinfecting, clearly indicate discharge locations for flushed water and means of dechlorinating heavily chlorinated water used for disinfection. Where Contractor will retain services of third-party laboratory for bacteriological testing, indicate entity name and location of laboratory, together with copy of laboratory qualifications issued by authorities having jurisdiction for performing such testing.

r. Obtain Engineer’s approval of such Submittal not less than 48 hours before commencing testing. Submit one such Submittal for entirety of piping Work, unless otherwise allowed by Engineer.

s. Engineer’s approval of such Submittal is only for the limited purposes of endeavoring to verify compliance with the Contract Documents, and Engineer’s design intent, relative to determining acceptability of the Work. Engineer’s review, comments upon (or lack thereof), and assignment of disposition to such Submittal does not, in any way, mitigate Contractor’s sole responsibility for construction means, methods, techniques, procedures, and sequences, and associated safety and protection measures.

B. Informational Submittals:

1. Supplier Instructions:
   a. Instructions for handling, storing, installing, and placing into operation materials specified in this Section.
2. Field Quality Control Submittals:
   a. Results of tests, inspections, and other quality control activities required by the Contract Documents and performed at the Site.
3. Qualifications:
   a. Each installer of piping.

C. Closeout Submittals: Submit the following:

1. Operation and Maintenance Data:

a. Submit for pipe and piping system components in accordance with the Port of Pensacola Project Manual.

2. Record Documentation:
   a. Submit record documents of piping layout Shop Drawings showing and indicating changes made during fabrication and installation, in accordance with Contract Modifications, allowance authorizations (if any), and field conditions encountered. Such Submittal is in addition to record documents required in the Port of Pensacola Project Manual.

PART 2 - PRODUCTS

2.1 COMPONENTS AND ACCESSORIES

A. Dirt Strainers:

1. Y-type.
2. Composition bronze.
3. Rated for test pressure and temperature of system in which they are installed.
4. 20 mesh Monel screen.
5. Threaded bronze plug in the blowoff outlet.
6. Ball valve with hose thread nipple in the blowoff outlet.
7. Threaded NPT end connections.

B. Strainers for Chemical Applications:

1. Y-type.
2. Strainers of same material, test pressure, and temperature rating as system in which strainer is placed.

C. Reducers:

1. Furnish appropriate size reducers and reducing fittings to mate pipe to equipment connections.
2. Connection size requirements may change from those shown on Drawings depending on equipment furnished.

D. Protective Coating and Lining:

1. Include pipe, fittings, and appurtenances where coatings, linings, coating, tests and other items are specified.
2. Piping systems indicated to receive HPC per Section 09 96 00 shall receive surface preparation and primer applied in the fabrication facility, at the coating applicator’s shop, or other off-site location acceptable to the Engineer. Intermediate and topcoats are to be field applied unless noted otherwise.

E. Underground Warning Tape:

1. Warning tape shall be installed above all pipe constructed as part of the project.
2. See Section 10 14 00 - Identification Devices.

F. Valves:

1. See schematics and details for definition of manual valves used in each system under 4 inches in size.
   a. See Drawings for valve types 4 inches and above and for automatic valves used in each system.
2. See Section 40 05 51 - Common Requirements for Process and Utility Valves.

2.2 WATER

A. Water for Testing and Disinfection:

1. Comply with reference standards indicated for required types of testing in this Section's "Field Quality Control" Article, for associated types of pipe, unless otherwise required in the Contract Documents.
2. Sources - General:
    a. Where piping to be tested is also required to be disinfected, water for testing and disinfection shall be potable water in accordance with Laws and Regulations.
    b. Where piping to be tested, does not require disinfection, unless otherwise required, water for testing may be potable water or non-potable water.
        1) Non-potable water shall not be utilized for testing.
3. Project-Specific Water Source(s):
    a. The following may be used as source of water for testing and disinfection:
        1) Owner Specified fire hydrants and water connection locations. Rate of water withdrawal shall not exceed flow that negatively impacts daily operations. .
    b. Do not use water source not acceptable to Engineer (following Engineer's consultation with Owner or facility manager, as applicable).
4. Limitations on Water Conveyance Rates:
    a. In addition to limitation(s), if any, on rate of water withdrawal from source, indicated above, maximum rates of water conveyance through temporary equipment and materials shall:
        1) Not result in filling of piping with flow velocity greater than one foot per second.
        2) Not cause damage or erosion at point of discharge. Provide appropriate energy-dissipating materials as necessary.
        3) Not cause temporary equipment and materials used for conveyance to exhibit undue strain or movement during operation.
5. Temporary Equipment and Materials for Conveyance of Water for Testing and Disinfection:
    a. Provide, operate, and maintain temporary equipment and materials necessary for conveying water used for testing and disinfection, including conveyance to piping and discharge from piping.
    b. Sizes, capacity, and materials of temporary equipment shall be suitable for the intended purpose and Contractor's means, methods, procedures, techniques, and sequences of construction.
    c. Provide temporary piping, couplings, valves, pumps, and appurtenances necessary.
    d. Temporary Flow Meter: Provide on temporary piping used for withdrawing water from source a temporary flow meter, calibrated within the past 12 months by technician certified by flow meter manufacturer, to continuously measure and record flow rate. During water withdrawal from source, allow Engineer and Owner continuous access to temporary flow meter. Supervise and monitor water withdrawal and filling of piping. Record for each withdrawal: Time water withdrawal commenced and was completed, total volume of water withdrawn, and maximum flow rate recorded during withdrawal process. Include with Submittal of results of testing a copy of flow meter calibration and copy of conveyance monitoring data required in this paragraph.
6. Temporary Backflow Prevention:
    a. At each location where potable water is withdrawn for testing and disinfection, install and use temporary backflow preventer on water source, to prevent contamination of the water source.
    b. Owner of potable water source will furnish backflow preventer, for installation and use by Contractor.

PART 3 - EXECUTION

3.1 BURIED PIPING INSTALLATION

A. Unless otherwise shown on the Drawings, provide a minimum of 3 feet and maximum of 8 feet earth cover over exterior buried piping systems and appurtenances conveying water, fluids, or solutions subject to freezing.

B. When entering or leaving structures with buried mechanical joint piping, install joint within 2 feet of point where pipe enters or leaves structure.

1. Install second joint not more than 6 feet nor less than 4 feet from first joint.

C. Install expansion devices as necessary to allow expansion and contraction movement.

D. Laying Pipe In Trench:

1. Perform excavation and backfilling in accordance with Section 31 23 33.Utilities - Trenching and Backfilling
2. Clean each pipe length thoroughly and inspect for compliance to specifications.
3. Grade trench bottom and excavate for pipe bell and lay pipe on trench bottom.
4. Install gasket or joint material according to manufacturer's directions after joints have been thoroughly cleaned and examined.
5. Except for first two joints, before making final connections of joints, install two full sections of pipe with earth tamped alongside of pipe or final with bedding material placed.
6. Lay pipe in only suitable weather with good trench conditions.
   a. Never lay pipe in water except where approved by Engineer.
7. Seal open end of line with watertight plug if pipe laying stopped.
8. Remove water in trench before removal of plug.

E. Lining Up Push-On Joint Piping:

1. Lay piping on route lines shown on Drawings.
2. Deflect from straight alignments or grades by vertical or horizontal curves or offsets.
3. Observe maximum deflection values stated in manufacturer's written literature.
4. Provide special bends when specified or where required alignment exceeds allowable deflections stipulated.
5. Install shorter lengths of pipe in such length and number that angular deflection of any joint, as represented by specified maximum deflection, is not exceeded.

F. Anchorage and Blocking:

1. Provide mechanical restraints, reaction blocking, anchors, joint harnesses, or other acceptable means for preventing movement of piping caused by forces in or on buried piping tees, wye branches, plugs, or bends.
2. Place concrete blocking so that it extends from fitting into solid undisturbed earth wall.
   a. Concrete blocking must be approved by Engineer prior to use.
   b. Concrete blocks shall not cover pipe joints.
3. Provide bearing area of concrete in accordance with drawing detail.

G. Install underground hazard warning tape per Section 10 14 00 - Identification Devices.

H. Install insulating components where dissimilar metals are joined together.

3.2 NON-BURIED PIPING INSTALLATION

A. Install piping in vertical and horizontal alignment as shown on Drawings.

B. Alignment of piping smaller than 4 inches may not be shown; however, install according to Drawing intent and with clearance and allowance for:

1. Expansion and contraction.

2. Operation and access to equipment, doors, windows, hoists, moving equipment.
3. Headroom and walking space for working areas and aisles.
4. System drainage and air removal.

C. Install vertical piping runs plumb and horizontal piping runs parallel with structure walls.

D. Pipe Support:

1. Use methods of piping support as shown on Drawings. Where pipes run parallel and at same elevation or grade, they may be grouped and supported from common trapeze-type hanger, provided hanger rods are increased in size as specified for total supported weight.
   a. The pipe in the group requiring the least maximum distance between supports shall set the distance between trapeze hangers.
2. Size pipe supports with consideration to specific gravity of liquid being piped.

E. Locate and size sleeves and castings required for piping system.

1. Arrange for chases, recesses, inserts or anchors at proper elevation and location.

F. Use reducing fittings throughout piping systems.

1. Bushings will not be allowed unless specifically approved.

G. Unions:

1. Install in position which will permit valve or equipment to be removed without dismantling adjacent piping.
2. Mechanical type couplings may serve as unions.
3. Additional flange unions are not required at flanged connections.

H. Install expansion devices as necessary to allow expansion/contraction movement.

I. Provide full face gaskets on all systems.

J. Anchorage and Blocking:

1. Block, anchor, or harness exposed piping subjected to forces in which joints are installed to prevent separation of joints and transmission of stress into equipment or structural components not designed to resist those stresses.

K. Provide insulating components where dissimilar metals are joined together.

L. Instrument Connections:

1. See drawing details.

3.3 CONNECTIONS WITH EXISTING PIPING

A. Where connection between new work and existing work is made, use suitable and proper fittings to suit conditions encountered.

B. Perform connections with existing piping at time and under conditions which will least interfere with service to customers affected by such operation.

C. Undertake connections in fashion which will disturb system as little as possible.

D. Provide suitable equipment and facilities to dewater, drain, and dispose of liquid removed without damage to adjacent property.

E. Where connections to existing systems necessitate employment of past installation methods not currently part of trade practice, utilize necessary special piping components.

F. Where connection involves potable water systems, provide disinfection methods as prescribed in this Section.

G. Once tie-in to each existing system is initiated, continue work continuously until tie-in is made and tested.

3.4 FIELD QUALITY CONTROL

A. Field Testing of Piping - General:

1. Test at the Site, following piping installation, all piping, except as expressly indicated otherwise elsewhere in the Contract Documents.
2. When authorities having jurisdiction require that their delegate or representative witness field testing of piping, advise Engineer in writing and authorities having jurisdiction not less than 48 hours prior to the associated testing.
3. Perform testing of piping in presence of Engineer or Resident Project Representative.
4. Temporarily remove or protect piping-mounted devices, and devices installed on, in, or inline with piping and piping system appurtenances, such as manholes or chambers subjected to piping system testing, that could be damaged by testing. Upon successful completion of field testing of piping, reinstall devices temporarily removed and remove temporary protections provided for such devices, and verify such devices are in proper operating condition.
5. Provide construction equipment and machinery, apparatus, and services necessary, required, or both, for field testing of piping, including:
    a. Test pumps, compressors, hoses, temporary piping, calibrated monitoring and indicating devices, meters, test containers, valves, fittings, and temporary pumping systems required to maintain facility and system operations.
    b. Temporary bulkheads, bracing, blocking, and thrust restraints.
6. Provide pressurized air when air testing is required and gases when gases are required.
7. Contractor has responsibility for providing electricity for field testing of piping, including operating temporary pumps and appurtenances. When fuel is needed to operate temporary pumps for testing and related operations, provide fuel as necessary.
8. Contractor shall provide means to convey water for hydrostatic testing into piping being tested.
9. Remedy observed and apparent leaks and remedy piping failing to comply with required acceptance criteria. Retest after implementing remedies until acceptable test results are obtained.
10. Unless otherwise shown or indicated, field testing of piping shall include existing piping systems connecting to new piping being tested. Test existing piping to nearest operable valve. Piping not installed by Contractor failing testing shall be remedied upon issuance of appropriate Contract Modification or allowance authorization (if any).
11. Testing Schedules:
    a. Type of testing required, and test pressure (when applicable), are indicated in piping schedules in the Contract Documents, including this Section.
    b. Unless otherwise indicated, required test pressures are at lowest elevation of piping segment being tested.
    c. For piping not indicated in piping schedules in the Contract Documents:
        1) Hydrostatically test piping that will convey liquid or slurry at pressure greater than five psig. Provide process air piping test for piping that will convey air or gas under pressure or vacuum, except chlorine gas, which requires separate testing.
        2) Use exfiltration testing, low-pressure air testing, or vacuum testing for other piping.
        3) Water quality testing (including bacteriological testing) of piping that will convey potable water or water that will be treated to become potable is required promptly following disinfection of such piping.
    d. Test Pressure:
        1) Where piping is required to be field tested under pressure, provide test pressure in accordance with piping schedules included in the Contract Documents.
        2) If test pressure is not indicated in piping schedule in the Contract Documents, or if test is required for piping not indicated in piping schedule in the Contract Documents, obtain interpretation or clarification from Engineer before proceeding.

Test pressure will be determined by Engineer based on maximum anticipated sustained operating pressure and methods described in AWWA manual or reference standard applicable to such piping system.

12. Scheduling and Sequencing of Field Testing of Piping:
    a. Test exposed, non-insulated piping, and obtain Engineer's acceptance of results, as condition precedent to requesting Substantial Completion of such piping.
    b. Test exposed, insulated piping following installation of such piping and prior to insulation installation.
    c. Test concealed interior piping prior to concealment and, if piping is insulated, prior to insulation installation.
    d. Test buried piping (insulated and non-insulated) prior to backfilling and, if insulated, prior to insulation installation.
13. Instrumentation Used for Field Testing of Piping:
    a. Perform field testing of piping systems that will operate under pressure or vacuum using calibrated pressure or vacuum measuring equipment, as applicable, and calibrated volumetric measuring equipment. Such calibrations shall have been issued not more than 12 months prior to the testing for which they are used.
    b. Required value of parameter to be measured shall be in upper half of range of the associated item of pressure-, vacuum-, volume-measurement, and other measuring instrumentation used in field testing of piping.

B. Hydrostatic Testing of Piping:
1. Preparation for Testing:
    a. For polyethylene pipe, comply with procedures in ASTM F2164, and the Contract Documents. Test duration, including time to pressurize, time for initial expansion, time at test pressure, and time to depressurize, shall not exceed eight hours. If re-testing of a test section or pipeline is required, not less than eight hours shall elapse between tests.
    b. For other piping, comply with procedures in AWWA Manual M9, and the Contract Documents, except minimum wetting period required immediately prior to testing for asbestos cement pipe shall be 24 hours rather than 48 hours prescribed for concrete pipe. Wetting period is not required for pipe without cement mortar- or concrete-lining.
    c. Prior to testing, provide adequate thrust restraint and verify joints are properly installed.
2. Test Procedure:
    a. Fill piping slowly to minimize air entrapment and surge pressures. Fill rate shall not exceed one foot of pipe length per second in pipe being tested.
    b. Expel air from piping as necessary. Obtain Engineer's approval prior to tapping pipe for expelling air.
    c. Examine exposed joints and valves and remedy to eliminate visible or otherwise apparent leakage.
    d. After required wetting period (if any), add water as necessary to pressurize piping to required test pressure. Maintain test pressure for stabilization period of ten minutes before beginning testing.
    e. Polyethylene Pipe: After filling piping, gradually pressurize pipe to test pressure and maintain required test pressure for three hours for pipe to expand. During expansion, add water to maintain required test pressure. Begin timed test period after expansion period and complying with other requirements.
    f. Timed test period shall not begin until after piping is filled, exposed to required wetting period (if any), air is expelled, and pressure stabilized.
    g. Timed Test Period: After stabilization period, maintain test pressure for not less than two hours. During timed testing period, add water as necessary to maintain pressure within five psig of required test pressure. For polyethylene pipe, after three-hour

expansion period, reduce test pressure by ten psig and do not add water. Test pressure shall remain steady for one hour, indicating no leakage.

h. Pump from test container to maintain test pressure. Measure volume of water pumped from test container and record on test report. Record pressure at test pump at 15-minute intervals for duration of test.

3. Allowable Leakage Rates: Leakage is defined as the quantity of water supplied to pipe segment being tested to maintain pressure within five psig of test pressure during timed test period. Allowable leakage rates for piping are:
   a. No Leakage: Pipe with flanged, welded, fused, threaded, soldered, or brazed joints.
   b. Rates based on formula or table in AWWA Manual M41:
      1) Metal and fiberglass pipe joined with rubber gaskets as sealing members, including the following joint types:
         a) Bell and spigot and push-on joints.
         b) Mechanical joints.
         c) Bolted sleeve type couplings.
   c. Rates based on formula or table in AWWA C605:
      1) Plastic pipe joined with O-ring gasket sealing members.
4. Record date, time, and location of each test, indicating piping segment tested, general description of apparatus used, pressure and leakage measurements obtained, remarks concerning conditions encountered during testing of each pipe segment, whether each pipe segment successfully passed the test, and names and employers of individuals performing and witnessing such testing. Furnish such results as Submittal.

3.5 CLEANING

A. Cleaning of Piping:

1. Cleaning of Piping – General:
   a. Clean interior of piping systems thoroughly before installing.
   b. Before jointing piping, thoroughly clean and wipe joint contact surfaces and properly dress and make joints.
   c. For piping requiring disinfection that has not been kept clean during storage and handling, swab interior of each section and contact surfaces of joints, before installation, with five percent sodium hypochlorite solution.
   d. Maintain pipe in clean condition during installation.
   e. Cap or plug openings in pipe at end of each workday. Prevent entry of dirt, dust, particulates, water, humans, animals, and insects.
   f. Following installation, piping 24-inch diameter and larger shall be inspected from inside and debris, dirt, and foreign matter removed.
   g. Following installation, thoroughly clean all piping, including flushing with water, dry air, or inert gas as required, in appropriate manner, prior to placing in service. Flush chlorine solution and sodium hypochlorite piping with water.

3.6 DISINFECTING AND WATER QUALITY TESTING

A. Applicability and Method:

1. This Article applies to piping that will convey potable water, as well as other piping indicated in the piping schedules in the Contract Documents as requiring disinfection.
2. Disinfect piping requiring disinfection in accordance with AWWA C651 continuous feed method, unless otherwise required by the Contract Documents.

B. Disinfection Procedure:

1. Provide temporary taps, plugs, valves, drains, pumps, tanks, piping, facilities, and connections necessary to disinfect, dechlorinate, and remove chlorinated water in accordance with the Contract Documents.
2. Disinfect piping immediately before such piping is placed into operation, to prevent piping and appurtenances from becoming contaminated after disinfection.
3. Use solution of water and liquid chlorine, calcium hypochlorite, or sodium hypochlorite for disinfecting piping.
4. Introduce chlorine solution into piping in manner acceptable to Engineer. Introduction via an appropriate injection port or diffuser is preferred.
5. Add potable water to piping with the chlorine solution. Introduce water to piping through backflow prevention device.
6. During disinfecting, exercise valves, hydrants, and similar operable devices in contact with chlorinated water to ensure complete disinfection of operable, wetted components.
7. When tapping piping conveying potable water, whether for water service lateral or other connection, comply with AWWA C651 relative to disinfecting during tapping operations.
8. Comply with AWWA C651 relative to disinfecting connecting piping and appurtenances between newly-disinfected piping and existing (operating) piping that conveys potable water.
9. Dechlorination:
    a. When Chlorination Water will be Discharged to Potable Water System: Upon completion of disinfection of each piping segment, dechlorinate contents of piping, in accordance with AWWA C655, until chlorine residual equals the residual in local potable water system.
    b. When the piping's heavily chlorinated water used for disinfection will be discharged into the potable water system and residual of local potable water system is not available, dechlorinate to achieve maximum chlorine residual of 0.50 mg/L, in accordance with AWWA C655.
    c. When the piping's heavily chlorinated water used for disinfection will be discharged to surface waters, groundwater, or a storm water conveyance route (whether a ditch, swale, or storm sewer), dechlorinate to achieve maximum chlorine residual of 0.1 mg/L, in accordance with AWWA C655.
10. Discharge of Chlorinated Water from Piping:
    a. For purposes of this Article, "chlorinated water" means water discharged from the piping after disinfection, regardless of whether the water has been dechlorinated.
    b. Discharge of chlorinated water into a sanitary or combined sewer is not allowed without written approval of owner of wastewater conveyance system and wastewater treatment facility.
    c. Do not discharge chlorinated water onto roadways or into ditches, storm sewers, drainage culverts, surface waters, or wetlands.

C. Water Quality Testing:

1. Contractor shall retain services of testing laboratory to perform water quality sampling and testing. Such laboratory shall comply with applicable requirements of the "Qualifications" provision in this Section's "Quality Assurance" Article.
2. After disinfection is completed and before piping is placed into service, test piping for the constituents indicated below in accordance with AWWA C651 and APHA/AWWA/WEF *Standard Methods for Examination of Water and Wastewater*:
    a. Coliform bacteria.
    b. Standard heterotrophic plate count (HPC).
    c. Chlorine residual, free and total.
    d. pH.
    e. Temperature.
    f. Alkalinity.

g. Turbidity.
h. Odor.
i. Specific Conductance.

3. Obtain from each separately disinfected piping segment samples for water quality testing as follows:
   a. Immediately After Completion of Disinfection, obtain water samples for water quality testing in accordance with AWWWA C651 Option A.
   b. For each separately disinfected piping segment, obtain samples from separate sampling locations at the locations and spatial intervals required in AWWA C651. Each sample from each sampling location shall be distinctly obtained, containerized, labeled, and remain separate from other samples.
   c. After performing repairs or other remedial Work, obtain samples for water quality testing in accordance with AWWA C651.
4. Sampling Procedure:
   a. Contractor retains testing laboratory to perform testing for water quality, testing laboratory personnel shall obtain samples.
   b. Sampling procedure shall be in accordance with AWWA C651, unless indicated otherwise in this Section.
   c. Sampling, sample integrity, and chain-of-custody shall be in accordance with APHA/AWWA/WEF *Standard Methods for Examination of Water and Wastewater*.
5. Results:
   a. Contractor retained the testing laboratory for testing for water quality, promptly submit to Engineer written results of testing.
   b. Test results shall indicate satisfactory results for water quality, in accordance with requirements of authority having jurisdiction, for each sample tested, before piping will be certified by Engineer as substantially complete.
6. When testing for heterotrophic plate count (HPC) is required, and sample results indicate HPC greater than 500 colony-forming units per milliliter (500 CFU/mL) 500 most probable number per milliliter (500 MPN/mL)), resume flushing and re-perform disinfection and obtain another set of HPC and coliform samples from required sampling locations until no coliform are present and HPC is less than 500 CFU/mL (or 500 MPN/mL).
7. Repeat the disinfection procedure, sampling, and testing for water quality at no additional cost to Owner until water quality test results are acceptable.

3.7 LOCATION OF BURIED OBSTACLES

A. Furnish exact location and description of buried utilities encountered.

B. Reference items to definitive reference point locations such as found property corners, entrances to buildings, existing structure lines, fire hydrants and related fixed structures.

C. Include such information as location, elevation, coverage, supports and additional pertinent information to Record Drawings.

END OF SECTION

SECTION 40 05 23
STAINLESS STEEL PROCESS PIPE AND TUBING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Stainless steel tubing, piping, fittings, and appurtenances.

B. Related Specification Sections include but are not necessarily limited to:

1. 40 05 01 - Common Work Results for Process Piping.

1.2 REFERENCES

A. Referenced Standards:

1. American Society of Mechanical Engineers (ASME):
   a. B16.1, Gray Iron Pipe Flanges and Flanged Fittings (Classes 25, 125 and 250).
   b. B31.1, Power Piping.
   c. BPVC.IX, Welding, Brazing, and Fusing Qualifications
2. ASTM International (ASTM):
   a. A182, Standard Specification for Forged or Rolled Alloy-Steel Pipe Flanges, Forged Fittings, and Valves and Parts for High-Temperature Service.
   b. A269, Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service.
   c. A312, Standard Specification for Seamless, Welded, and Heavy Cold Worked Austenitic Stainless Steel Pipes.
   d. A320, Standard Specification for Alloy-Steel and Stainless Steel Bolting Materials for Low-Temperature Service.
   e. A380/A380M, Standard Practice for Cleaning, Descaling, and Passivation of Stainless Steel Parts, Equipment, and Systems.
   f. A530, Standard Specification for General Requirements for Specialized Carbon and Alloy Steel Pipe.
   g. A774, Standard Specification for As-Welded Wrought Austenitic Stainless Steel Fittings for General Corrosive Service at Low and Moderate Temperatures.
   h. A778, Standard Specification for Welded, Unannealed Austenitic Stainless Steel Tubular Products.
   i. A967, Standard Specification for Chemical Passivation Treatments for Stainless Steel Parts.
3. American Welding Society:
   a. AWS D10.4M/D10.4, Guide for Welding Austenitic Stainless Steel Piping and Tubing.
4. Nickel Development Institute (NiDI):
   a. Publication 11 007, Guidelines for the Welded Fabrication of Nickel-Containing Stainless Steels for Corrosion Resistant Services.

1.3 SUBMITTALS

A. Action Submittals: Submit the following:

1. Shop Drawings:
   a. Product technical data including:
      1) Acknowledgement that products submitted meet requirements of standards referenced.
   b. Free iron contamination test method to be used (to be selected from ASTM A380).

B. Informational Submittals: Submit the following:

a. Fabrication details and welding procedure specifications for all work to be done under this Specification Section.

C. See Specification Section 40 05 01 for additional piping submittal requirements.

1.4 QUALITY ASSURANCE

A. QA/QC Program

1. Fabricator shall have QA/QC program and procedures in place to avoid cross contamination between stainless steel and carbon steel products, materials, and tools.
   a. The QA/QC program shall be made available to owner for review and comment.
2. Weld personnel shall be qualified for all positions that will be welded, qualified by testing in accordance with applicable welding code ASME BPVC.IX or AWS D1.6 requirements.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Tubing:

1. ASTM A269.
2. Filler material: Extra low carbon (ELC) with 0.03% maximum carbon.

B. PipeSection 40 05 01:

1. ASTM A778.
2. ASTM A312.
3. Diameter tolerance and wall thickness tolerance are to conform to ASTM A530.

C. Pipe Fittings:

1. ASTM A774.

D. Flanges, unless noted otherwise on individual piping system in Specification Section 40 05 01:

1. Conventional:
   a. Flat faced.
   b. Welding neck or slip on type.
   c. ASTM A182, Type 316L AWWA C228 Class 2A or 2B.

E. Nuts, Bolts and Washers, unless noted otherwise on individual piping system in Specification Section 40 05 01:

1. ASTM A320, Type 316.
2. Provide two (2) nuts for 1 inch diameter bolt applications and larger.

F. Gasket Material:

1. Rubber or neoprene.
2. Temperature rating of 250 degrees F.

2.2 FABRICATION

A. Shop Welding:

1. Weld stainless steel in accordance with AWS D10.4-86R and NiDI 11 007.
2. Provide welds sound and free from embedded scale or slag, and tensile strength at weld not less than pipe.
3. Perform butt welds only with an inert gas shielded process.
4. Provide adequate inert gas protection to the top and under or backside of the weld to protect from atmospheric contamination.
5. Provide filler metal appropriate for the base material being welded.

6. Use only inert gas shielded welding processes for spool fabrication.
7. Provide butt welds with 100% penetration to the interior or back side of the weld joint.
8. Weld reinforcement on both sides of the weld is to be smooth, uniform and no more than 1/16 inches in height.

B. Joints:

1. Shop welded circumferential buttweld joints.
2. ASME B16.1, Class 150.

C. Passivation

1. For components/assemblies to be used only in dry air service environments:
   a. No post-fabrication passivation treatments are required for external corrosion control.
2. For components/assemblies to be used in outdoor atmospheric service environments:
   a. Following the conclusion of fabrication operations, just prior to shipping, pickle/passivate all fabricated components per the requirements of ASTM A380 to remove dirt, weld heat tint, weld slag, free iron contamination, and other surface contaminants suffered during fabrication.
      1) 100% of all completed welds and material shall be pickled/passivated.
      2) Additional methods listed in ASTM A967 or NiDI 11 007 may be used for cleaning/passivation with written approval from the Engineer.
   b. For assemblies containing crevices, joints, flanges, gaskets, pockets, etc. that cannot be completely rinsed to remove passivating acids/chemicals following the passivating process: disassemble prior to passivation, then reassemble after rinsing/drying.
   c. Protect passivated assemblies from additional carbon steel surface contamination or other contaminants during all subsequent packing, shipping, handling, and installation operations as described in ASTM A380.
3. For components/assemblies to be used in corrosive service environments:
   a. Following the conclusion of fabrication operations, just prior to shipping, pickle/passivate all fabricated components per the requirements of ASTM A380 to remove dirt, weld heat tint, weld slag, free iron contamination, and other surface contaminants suffered during fabrication.
      1) 100% of all completed welds and material shall be pickled/passivated.
      2) Additional methods listed in ASTM A967 or NiDI 11 007 may be used for cleaning/passivation with written approval from the Engineer.
   b. For assemblies containing crevices, joints, pockets, etc. that cannot be completely rinsed to remove passivating acids/chemicals following the passivating process disassemble prior to passivation, then reassemble after rinsing/drying.
   c. Demonstrate that all free iron contamination has been removed from all stainless steel surfaces per one of the free iron test methods listed in ASTM A380.
      1) Submit the free iron contamination test method to be used for approval in advance by the Engineer.
      2) Test results must be approved in writing by the Engineer.
   d. Protect passivated assemblies from additional carbon steel surface contamination or other contaminants during all subsequent packing, shipping, handling, and installation operations as described in ASTM A380.
4. Control and dispose solvents and acid cleaning solutions used by the fabricator according to all applicable federal, state, and local pollution control regulations.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Prior to installation, inspect and verify condition of piping and appurtenances.

1. Installation constitutes installer's acceptance of condition for satisfactory installation.

3.2 PREPARATION

A. Correct defects or conditions which may interfere with or prevent a satisfactory installation.

B. Ensure ends of pipe to be fitted with flanges have all protrusions ground flush.

3.3 INSTALLATION

A. Ensure all pipe cutting, threading and jointing conforms to requirements of ASME B31.1.

1. Lubricate all pipe threads with Teflon tape.

B. Field Welding:

1. Weld stainless steel in accordance with AWS D10.4-86R and NiDI 11 007.
2. For welding on existing lines, clean and purge lines prior to welding.
3. Provide welds sound and free from embedded scale or slag, and tensile strength at weld not less than pipe.
4. Perform butt welds only with an inert gas shielded process.
5. Provide adequate inert gas protection to the top and under or backside of the weld to protect from atmospheric contamination.
6. Apply filler metal for all manually-performed welds appropriate for the base material being welded.
7. Use only inert gas shielded welding processes for spool fabrication.
8. Provide butt welds with 100% penetration to the interior or back side of the weld joint.
9. Weld reinforcement on both sides of the weld is to be smooth, uniform and no more than 1/16 inches in height.
10. Following completion of field welding, remove all dirt, weld heat tint, weld slag, free iron contamination, and other surface contaminants suffered during field welding.
    a. For external corrosion control, follow the pickling/passivation/cleanliness requirements of Article 2.2, Paragraph F of this specification section.
    b. Additional methods listed in ASTM A967, Section 8 may be used for passivation with engineer approval.

C. Joining Method - Flanges:

1. Leave 1/8 inches to 3/8 inches flange bolts projection beyond face of nut after tightening.
    a. Coordinate dimensions and drillings of flanges with flanges for valves, equipment, and other systems.
    b. Tighten bolts evenly around pipe until following range of torques is achieved:

BOLT SIZE, IN	RANGES OF TORQUE, FT/LBS
5/8	40 - 60
3/4	60 - 90
1	70 - 100
1-1/4	90 - 120

3.4 FIELD QUALITY CONTROL

A. Test piping systems in accordance with Specification Section 40 05 01.

3.5 CLEANING

A. Clean in accordance with Specification Section 40 05 01.

END OF SECTION

SECTION 40 05 31
PIPE - PLASTIC

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Plastic pipe.

B. Related Specification Sections include but are not necessarily limited to:

1. Section 10 14 00 – Identification Devices
2. Section 31 23 33.Utilities – Trenching and Backfilling
3. Section 33 14 11 – Water Utility Transmission and Distribution.
4. Section 40 05 01 - Common Work Results for Process Piping.

1.2 QUALITY ASSURANCE

A. See Specification Section 40 05 01 and Section 33 14 11.

B. Referenced Standards:

1. ASTM International (ASTM):
   a. PVC (polyvinyl chloride) materials:
      1) D1784, Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds.
      2) D1785, Standard Specification for Poly(Vinyl Chloride) PVC Plastic Pipe, Schedules 40, 80 and 120.
      3) D2467, Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
      4) D3034, Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
      5) D3139, Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.
      6) D3212, Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
      7) F593, Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
      8) F679, Standard Specification for Poly(Vinyl Chloride) (PVC) Large-Diameter Plastic Gravity Sewer Pipe and Fittings.
      9) F794, Standard Specification for Poly(Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter.
      10) F949, Standard Specification for Poly(Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings.
   b. Installation:
      1) D2321, Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
2. American Water Works Association (AWWA):
   a. PVC (polyvinyl chloride) materials:
      1) C900, Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 In. Through 60 In.
3. NSF International (NSF).

1.3 SUBMITTALS

A. See Specification Section 40 05 01 and Section 33 14 11.

PART 2 - PRODUCTS

2.1 PRESSURE PIPING (UNDERGROUND)

A. Materials: Furnish materials in full compliance with following requirements:

1. Sizes 1/2- through 3-inch diameter: AWWA C901 PE with Pressure Class of 200 PSI.
2. Sizes 4- through 60-inch diameter: AWWA C900 PVC with Pressure Class of 200 PSI.
3. Joints for polyethylene pipe shall be fusion type in accordance with AWWA C901.
4. Joints for PVC pipe shall be the elastomeric-gasket type with a pressure rating not less than pipe pressure rating meeting performance requirements of ASTM D3139.

B. Installation:

1. Field threading of PVC pipe will not be permitted.
2. Perform installation procedures, handling, thrust blocking, connections, and other appurtenant operations in full compliance to the manufacturer's printed recommendations and in full observance to plan details when more stringent.

PART 3 - EXECUTION

3.1 IDENTIFICATION

A. Identify each length of pipe clearly at intervals of 5 feet or less.

1. Include manufacturer's name and trademark.

B. Nominal size of pipe, appurtenant information regarding polymer cell classification and critical identifications regarding performance specifications and NSF approvals when applicable.Tracer wire and boxes shall be installed along the full length of PVC pipe installed underground, see Section 10 14 00.

3.2 PRESSURE PIPING (UNDERGROUND)

A. Installation:

1. Field threading of PVC pipe will not be permitted.
2. Perform installation procedures, handling, thrust blocking, connections, and other appurtenant operations in full compliance to the manufacturer's printed recommendations and in full observance to plan details when more stringent.

END OF SECTION

SECTION 40 05 51

COMMON REQUIREMENTS FOR PROCESS AND UTILITY VALVES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Valving and valving appurtenances.

B. Related Sections include but are not necessarily limited to:

1. Section 09 96 00 - High Performance Industrial Coatings.
2. Section 31 23 33.Utilities- Trenching and Backfilling
3. Section 33 14 11 Water Utility Transmission and Distribution Piping
4. Section 40 05 01 - Common Work Results for Process Piping.
5. Section 40 05 61 - Gate Valves.

1.2 REFERENCES

A. Referenced Standards:

1. American Society of Mechanical Engineers (ASME):
   a. B1.20.1, Pipe Threads, General Purpose.
   b. B16.1, Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
   c. B16.18, Cast Copper Alloy Solder Joint Pressure Fittings.
2. ASTM International (ASTM):
   a. A126, Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
   b. D256, Standard Test Methods for Determining the Izod Pendulum Impact Resistance of Plastics.
   c. D638, Standard Test Method for Tensile Properties of Plastics.
   d. D648, Standard Test Method for Deflection Temperature of Plastics Under Flexural Load in the Edgewise Position.
   e. D695, Standard Test Method for Compressive Properties of Rigid Plastics.
   f. D2240, Standard Test Method for Rubber Property-Durometer Hardness.
3. American Water Works Association (AWWA):
   a. C207, Standard for Steel Pipe Flanges for Waterworks Service - Sizes 4 inches through 144 inches.
   b. C500, Standard for Metal-Seated Gate Valves for Water Supply Service.
   c. C504, Standard for Rubber-Seated Butterfly Valves.
   d. C507, Standard for Ball Valves, 6 inches through 48 inches (150 mm through 1200 mm).
   e. C509, Standard for Resilient-Seated Gate Valves for Water Supply Service.
   f. C550, Standard for Protective Coatings for Valves and Hydrants.
   g. C606, Standard for Grooved and Shouldered Joints.
4. American Water Works Association/American National Standards Institute (AWWA/ANSI):
   a. C111/A21.11, Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
5. National Electrical Manufacturers Association (NEMA):
   a. 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
   b. MG 1, Motors and Generators.

6. National Fire Protection Association (NFPA):
    a. 70, National Electrical Code (NEC).

1.3 SUBMITTALS

A. Action Submittals:
    1. Shop Drawings:
        a. See Section 40 05 61 - Gate Valves.
    2. Product technical data including:
        a. Acknowledgement that products submitted meet requirements of standards referenced.
        b. Manufacturer's installation instructions.
        c. Valve pressure and temperature rating.
        d. Valve material of construction.
        e. Special linings.
        f. Valve dimensions and weight.
        g. Valve flow coefficient.

B. Informational Submittals:
    1. Test reports if required in the individual valve specification.

C. Closeout Submittals:
    1. Operation and Maintenance Data:
        a. Submit in accordance with Port of Pensacola Project Manual. .

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with the Contract Documents, refer to individual valve Specification Sections for acceptable manufacturers.

2.2 MATERIALS

A. Refer to individual valve Specification Sections.

2.3 FABRICATION

A. End Connections:
    1. Provide the type of end connections for valves as required or as shown on the Drawings.
    2. Comply with the following standards:
        a. Threaded: ASME B1.20.1.
        b. Flanged: ASME B16.1, Class 125 unless otherwise noted or AWWA C207.
        c. Bell and spigot or mechanical (gland) type: AWWA/ANSI C111/A21.11.
        d. Soldered: ASME B16.18.

B. Refer to individual valve Specification Sections for specifications of each type of valve used on Project.

C. Nuts, Bolts, and Washers:
    1. Wetted or internal to be bronze or stainless steel.
        a. Exposed to be zinc or cadmium plated.
    2. Buried:
        a. Tee-Head bolts for mechanical joints: Per AWWA/ANSI C111/A21.11.
        b. Other bolts and nuts: ASTM A193/A194 Grade B8 Class 1.
        c. Wax Tape Coatings per AWWA C217.
    3. Exposed: ASTM A193/A194 Grade B8, Class 1.

4. Heads and dimensions per ASME B1.1.
5. Threaded per ASME B1.1.
6. Project ends 1/4 to 1/2 inches beyond nuts.

D. On Insulated Piping: Provide valves with extended stems to permit proper insulation application without interference from handle.

E. Epoxy Interior Coating: Provide epoxy interior coating for all ferrous surfaces in accordance with AWWA C550.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Painting Requirements: Comply with Section 09 96 00 for High Performance Industrial Coatings.

C. Setting Buried Valves:

1. Locate valves installed in pipe trenches where buried pipe indicated on Drawings.
2. Set valves and valve boxes plumb.
3. Place valve boxes directly over valves with top of box being brought to surface of finished grade.
4. Install in closed position.
5. Place valve on firm footing in trench to prevent settling and excessive strain on connection to pipe.
6. After installation, backfill up to top of box for a minimum distance of 4 feet on each side of box.

D. Support exposed valves and piping adjacent to valves independently to eliminate pipe loads being transferred to valve and valve loads being transferred to the piping.

E. Wax Tape Coating System:

1. After installation, coat all buried nuts and bolts with a wax tape coating system in accordance with:
   a. AWWA C217.
   b. Manufacturer’s printed instructions.
2. Cut strips of wax tape and apply them around all bolts and nuts so that there are no voids or spaces under the tape.
3. Apply a sufficient amount of tape to completely encapsulate all bare metal.

F. For threaded valves, provide union on one side within 2 feet of valve to allow valve removal.

G. Install valves accessible for operation, inspection, and maintenance.

3.2 FIELD QUALITY CONTROL

A. Wax Tape Coating Testing:

1. Inspect each wax tape-wrapped component.
   a. Verify primer was applied to substrate surfaces.
   b. Ensure the wax tape has fully encapsulated all portions of the substrate.
   c. Ensure that the wax tape is in intimate contact with the substrate.
   d. Verify that the wax tape has been applied to the specified thickness.
2. Do not backfill until this inspection is complete and the wax tape application is approved by the Engineer.

B. Valve Stems to be protected during construction

END OF SECTION

SECTION 40 05 61
GATE VALVES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Gate valves.

B. Related Specification Sections include but are not necessarily limited to:

1. Section 40 05 51 - Common Requirements for Process and Utility Valves.

1.2 QUALITY ASSURANCE

A. Referenced Standards:

1. ASTM International (ASTM):
   a. A126, Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
2. American Water Works Association (AWWA):
   a. C500, Standard for Metal-Seated Gate Valves for Water Supply Service.
   b. C509, Standard for Resilient-Seated Gate Valves for Water Supply Service.
   c. C550, Standard for Protective Epoxy Interior Coatings for Valves and Hydrants.
3. Manufacturers Standardization Society of the Valve and Fittings Industry Inc. (MSS):
   a. SP-9, Spot Facing for Bronze, Iron and Steel Flanges.
   b. SP-70, Cast Iron Gate Valves, Flanged and Threaded Ends.
   c. SP-80, Bronze Gate, Globe, Angle and Check Valves.
4. NSF International (NSF):
   a. 61, Drinking Water System Components - Health Effects.

1.3 DEFINITIONS

A. OS&Y: Outside Screw and Yoke.

B. NRS: Non-rising Stem.

C. RS: Rising Stem.

1.4 SUBMITTALS

A. Shop Drawings:

1. See Specification Section 40 05 51.

B. Contract Closeout Information:

1. Operation and Maintenance Data:
   a. See Port of Pensacola Project Manual for requirements for the mechanics, administration, and the content of Operation and Maintenance Manual submittals.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with the Contract Documents, the manufacturers listed in the applicable Articles below are acceptable.

2.2 VALVES: WATER, AIR; 2-1/2 INCHES AND SMALLER

A. Class 125 bronze gate valve.

B. Comply with MSS SP-80.

C. Materials:

1. Body, bonnet, wedge: Bronze.
2. Stem: Silicon bronze.
3. Packing: Aramid fibers with graphite (Kevlar®).

D. Design Requirements:

1. 200 psi non-shock working pressure.
2. Screw in bonnet, non-rising stem, solid wedge.

E. Manufacturers:

1. Nibco.
2. Stockham.

2.3 VALVES: WATER POTABLE)

A. Resilient Wedge Gate Valves, 2 to 48 inches (Water Application):

1. Comply with AWWA C509.
2. Materials:
   a. Stem and stem nut: Bronze.
      1) Wetted bronze parts in low zinc bronze.
      2) Aluminum bronze components: Heat treated per AWWA C504.
   b. Body, gate: Ductile iron.
   c. Resilient wedge: Fully encapsulated rubber wedge. Ethylene Propylene Diene Monomer (EPDM).
3. Design requirements:
   a. Minimum 200 PSIG working pressure.
   b. Buried: NRS, O-ring stem seal, 2 inches square operating nut.
   c. Exposed: .
   d. Counter clockwise open rotation.
   e. Fusion bonded epoxy coating interior and exterior except stainless steel and bearing surfaces.
      1) Comply with AWWA C550.
      2) Comply with NSF 61.
      3) Wetted bronze parts in low zinc bronze.
      4) Aluminum bronze components: Heat treated per AWWA C504.
4. Manufacturers:
   a. Clow.
   b. Mueller.
   c. American Flow Control.
   d. M & H.

2.4 FABRICATION

A. General:

1. Provide valves with clear waterways the full diameter of the valve.

2.5 SOURCE QUALITY CONTROL

A. Perform following tests, in accordance with AWWA C500, on valves constructed in accordance with AWWA C500:

1. Operation test.

2. Hydrostatic test.

B. Perform following tests, in accordance with AWWA C509, on valves constructed in accordance with AWWA C509:

1. Operation test.
2. Shell test.
3. Seal test.
4. Hydrostatic test.
5. Torque test.
6. Leakage test.
7. Pressure test.

PART 3 - EXECUTION

3.1 INSTALLATION

A. See Specification Section 40 05 51 and Section 33 14 11.

B. Do not install gate valves inverted or with the stems sloped more than 45 degrees from the upright unless the valve was ordered and manufactured specifically for this orientation. Do not install gate valves on their side unless approved by the Engineer following a case-by-case basis.

END OF SECTION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 09/21

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	GMR, POED	FLAIR Category:	088794; 088807
445548-1-94-03		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55032020329
				Vendor Number:	F596000406008
Contract Number:		Federal Award Date:			
CFDA Number:	N/A	Agency DUNS Number:	80-939-7102		
CFDA Title:	N/A				
CSFA Number:	55.005; 55.034				
CSFA Title:	Seaport Grant Program; Seaport Investment Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Pensacola, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 311 and 339.0801(1), Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Port of Pensacola's upland cargo improvements initiative, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   X **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   X *Exhibit G: Audit Requirements for Awards of State Financial Assistance

__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through March 31, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $3,049,130. This amount is based upon **Exhibit "B", Schedule of Financial Assistance.** The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $1,524,565 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance.** The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance.**

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities.** Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements.**

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

   If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

   A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

    g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.

i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (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;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial

assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. **Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. **Restrictions, Prohibitions, Controls and Labor Provisions**:

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

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

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. 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 Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.

i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including,

but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that

appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Pensacola

By: David V Forte C=US, O=City of Pensacola, CN=David V Forte, E=dforte@cityofpensacola.com 2022-03-30 10:44:05

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Tim Smith, P.E.

Title: Director of Transportation Development

Attest:

Ericka L Burnett
City Clerk
eburnett@cityofpensacola.com
2022.03.30 11:22:37-05'00'

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This Agreement provides for the Department's financial participation in Port of Pensacola's upland cargo improvements initiative. Many of the seaport's paved areas have exceeded their design life and need to be rebuilt and repaved. Pavement conditions are characterized by channelized depressions, cracking, potholes, depressions, and shoving. Hurricane Sally impacted the seaport in September 2020, further eroding / damaging the seaport's pavement. Hurricane Sally also damaged structures at the seaport. This Agreement has two components. The first component focuses on rebuilding roadways and cargo laydown areas. Prior to placement of new sub-grade materials, the port will inspect underground storm water management system and utilities (e.g., water, plumbing, electric), making upgrades, as necessary, to protect the environment and increase resiliency / sustainability. A second set of components will focus on warehouse, building, and lighting improvements.

B. Project Location (limits, city, county, map): Pensacola, Florida

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This Project includes the environmental, design and construction work required to complete the activities described in the Project Description, including: aluminum; anchoring components; asphalt paving activities; assemblage; backfilling; cable protection systems; compaction; concrete; concrete repair; concrete sealing treatment; construction; construction inspection services; construction management services; construction services; consulting services; contractor stand-by; cost estimates; demobilization; demolition; drainage systems; doors; drywall; dust control systems; earthwork; economic assessments; electrical components and systems; elevators; engineering services; entrance canopies; environmental assessments; erection of pre-fabricated structure(s); exterior finishes; fasteners and connectors; feasibility studies; fencing; final plan development; fire protection services; flooring; form work; framing; gate installation or reconfiguration; geographic analysis; geotechnical services; glass and glazing; ground covering; handrails; installation and testing; insulation; interior divider walls; interior finishes; lighting systems; masonry; mitigation assessments; mobilization; permitting; plan development (e.g. 30 / 60 / 90 / 100% and as-builts); precast concrete; preconstruction engineering and design; procurement cost; rail materials; ramps; rebar; rebar installation; refrigerated container racks; roadway medians; roofing systems; security systems; shore and slope protection; siding; signage and way finding; soil improvement work; stairways; steel; striping of roadway or storage areas; storage rack systems; stormwater management; structural components; surveying; temporary structures; temperature control system; thermal barriers; ventilation systems; utilities; and, windows.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel costs are not allowed.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

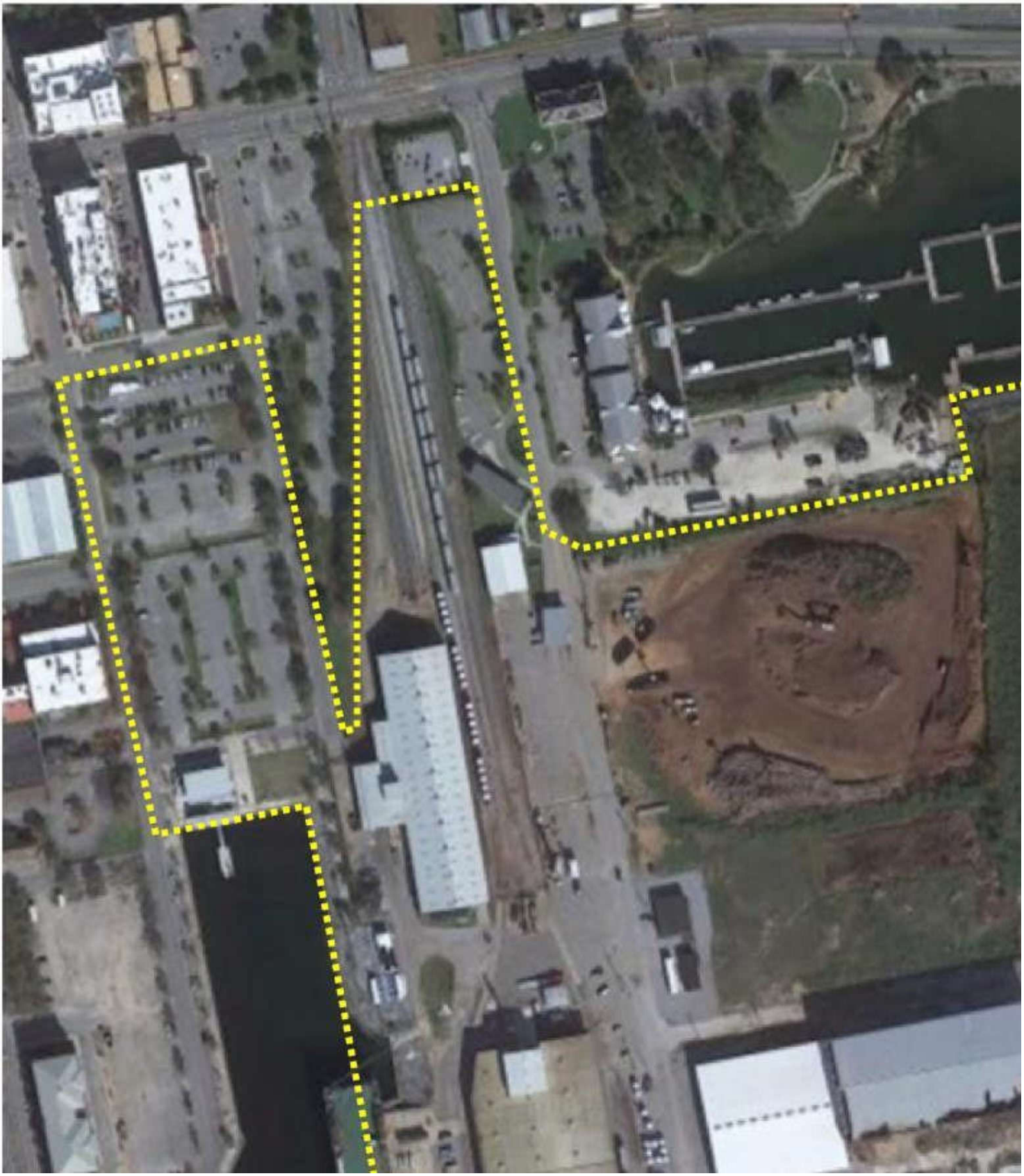


EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
445548-1-94-03	GMR	088794	2022	751000	55.005	Seaport Grant Program	$351,813.00
445548-1-94-03	LF	088794	2022	-	-	Local Matching Funds	$351,813.00
445548-1-94-03	POED	088807	2022	751000	55.034	Seaport Investment Program	$1,172,752.00
445548-1-94-03	LF	088807	2022	-	-	Local Matching Funds	$1,172,752.00
	Total Financial Assistance						$3,049,130.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$1,524,565.00	$1,524,565.00	$0.00	$3,049,130.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$1,524,565.00	$1,524,565.00	$0.00	$3,049,130.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Ray Corbitt

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. **Design and Construction Standards and Required Approvals.**

   a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

   b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, FDOT District 3 Seaport Coordinator (email: Ray.Corbitt@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

   c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

   d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

   e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

   f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. **Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

   a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is FDOT District 3 Seaport Coordinator.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:
Phone: (850) 330-1205; FAX: (850) 330-1761

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS

A. General.

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities** and **Exhibit "B", Schedule of Financial Assistance** as well as serving to protect public investment in seaports and the continued viability of the State Seaport System.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.
4. The Agency will upload required and final close out documents to the Department's web-based grant management system (e.g., SeaCIP.com).

C. Duration of Terms and Assurances.

1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for a seaport development project, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Chapter 311, Florida Statutes (F.S.)
2. Local Government Requirements
    a. Local Zoning/Land Use Ordinance
    b. Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
    a. Local Building Codes
    b. Local Zoning Codes
3. Department Requirements
    a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
    b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the seaport.
2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

G. **Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:
   1. Acquire the land in accordance with federal and state laws governing such action.
   2. Maintain direct control of Project administration, including:
      a. Maintain responsibility for all related contract letting and administrative procedures.
      b. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
      c. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
      d. Establish a Project account for the purchase of the land.
      e. Collect and disburse federal, state, and local Project funds.
   3. The Agency assures that it shall use the land for seaport purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

H. **Preserving Rights, Powers and Interest.**
   1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
   2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency shall reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
   3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease seaport property, facilities or equipment for seaport-compatible purposes in the regular course of seaport business.

I. **Third Party Contracts.** The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:
   1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
   2. Other contracts less than $5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
   3. Construction change orders less than $5,000.00. Change orders must be fully executed prior to performance of work.
   4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
   5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

J. **Inspection or verification and approval of deliverables.** Section 215.422(1), F.S., allows 5 working days for the approval and inspection of goods and services unless the bid specifications, purchase orders, or contracts specifies otherwise. The Agreement extends this timeline by specifying that the inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of an invoice.

K. Federal Navigation Projects

1. Funding reimbursed from any federal agency for this Project shall be remitted to the Department, in an amount proportional to the Department's participating share in the Project. The Agency shall remit such funds to the Department immediately upon receipt.
2. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance**, may not be used for environmental monitoring costs.

L. Acquisition of Crane. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance** will be cost reimbursed using the following schedule, unless stated otherwise in **Exhibit "A", Project Description and Responsibilities**:

1. Sixty (60) percent after landside delivery and acceptance by the Agency.
2. Forty (40) percent after installation and commissioning has been completed.

-- End of Exhibit E --

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Seaport Grant Program
CSFA Number: 55.005
***Award Amount:** $351,813

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Seaport Investment Program
CSFA Number: 55.034
***Award Amount:** $1,172,752

*The award amount may change with amendments

Specific project information for CSFA Number 55.034 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.034 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Master

File Number: 22-00174

File ID: 22-00174 ***Type:** Legislative Action Item **Status:** Passed

Version: 1 **Attorney Review::** ***Meeting Body:** City Council

File Created: 02/09/2022

Subject: **Final Action:** 03/24/2022

Title: PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT INVESTMENT PROGRAM GRANT NO. 445548-1-94-03 - UPLAND CARGO IMPROVEMENTS INITIATIVE

***Agenda Date:** 03/24/2022

Sponsors: Grover C. Robinson, IV **Enactment Date:**

Attachments: Grant Agreement No. 445548-1-94-03, Supplemental Budget Resolution-No. 2022-028-Resolution, Supplemental Budget Resolution-No. 2022-028-Explanation **Enactment Number:**

Recommendation: **Hearing Date:**

Entered by: cmerritt@cityofpensacola.com **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	03/21/2022	Placed on Regular Agenda				Pass
	Action Text:	This Legislative Action Item was Placed on Regular Agenda.					
1	City Council	03/24/2022	Approved				Pass
	Action Text:	A motion was made by Council Member Jones, seconded by Council Member Moore, that this Legislative Action Item be Approved. The motion carried by the following vote: Yes: 7 Council President Hill, Council Vice President Wiggins, Council Member Jones, Council Member Moore, Council Member Brahier, Council Member Myers, and Council Member Broughton					

Text of Legislative File 22-00174

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT

INVESTMENT PROGRAM GRANT NO. 445548-1-94-03 - UPLAND CARGO IMPROVEMENTS INITIATIVE

RECOMMENDATION:

That City Council authorize the Mayor to execute Florida Seaport Grant and Seaport Investment Program grant No. 445548-1-94-03, for Upland Cargo Improvements Initiative in the amount of $1,524,565. Further, that City Council authorize the Mayor to take all actions necessary to accept, execute and administer the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Port Staff, working with the FDOT Seaports office, coordinated securing grant funding for various port projects as part of the FDOT Seaport Investment Program. As funds become available, they are distributed based on existing port needs.

The funds associated with this grant focus on two component areas: rebuilding port roadways and cargo laydown areas, and improvements to warehouses, buildings, and lighting. Authorized project grant scope includes environmental, design, and construction work for the two component areas. Funds may also be used to assist with Hurricane Sally storm damages.

Additionally, obligated funds, for either component from FEMA Project Worksheets (PW) projects may be used to satisfy the local match.

PRIOR ACTION:

None

FUNDING:

Budget: $1,524,565 FDOT Seaport Grant Program and
Seaport Investment Program

Actual: $1,524,564 Roadway and Cargo Laydown Area Repairs and
Improvements

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds in the amount of $1,524,564. Any required grant match will be met with funds obligated by FEMA already budgeted in the Natural Disaster Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes
2/28/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
Clark Merritt, Port Director

ATTACHMENTS:

1) Grant Agreement No. 445548-1-94-03
2) Supplemental Budget Resolution No. 2022-028
3) Supplemental Budget Explanation No. 2022-028

PRESENTATION: No

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 01/22

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	GMR	FLAIR Category:	088794
445548-1-94-04		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55032020329
Contract Number:	G2856	Federal Award Date:		Vendor Number:	F596000406008
CFDA Number:	N/A	Agency DUNS/UEI Number:	80-939-7102		
CFDA Title:	N/A				
CSFA Number:	55.005				
CSFA Title:	Seaport Grant Programs				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 5/16/2022 | 8:42 AM EDT, by and between the State of Florida, Department of Transportation, ("Department"), and City of Pensacola, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 335.141, 341.301 - 341.842, and 311, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Port of Pensacola's railroad modernization initiative, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   X **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   X *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through March 31, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

      Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

a. The estimated total cost of the Project is $1,700,706. This amount is based upon **Exhibit "B", Schedule of Financial Assistance.** The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement.** The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $850,353 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance.** The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance.**

b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities.** Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities.** Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements.**

e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

   If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

   A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

    g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.

i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (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;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. **Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. **Restrictions, Prohibitions, Controls and Labor Provisions:**

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

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

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. 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 Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.

i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including,

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but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

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d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that

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appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Pensacola

By: David V Forte C=US O=City of Pensacola, CN=David V Forte, E=dforte@cityofpensacola.com 2022-04-21 14:24:01

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Tim Smith, P.E. 00EA910BEA3D404...

Name: Tim Smith, P.E.

Title: Director of Transportation Development

Attest: Ericka L. Burnett

Ericka L Burnett
City Clerk
eburnett@cityofpensacola.com
2022.04.21 15:29:26-05'00'

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by: Erin Oliver CC336BED06F346D...

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This Agreement provides for the Department's financial participation in Port of Pensacola's railroad modernization initiative. Several of the seaport's railroad system components have approached their design life and need to be rebuilt. In addition, Hurricane Sally impacted the seaport in September 2020, further decreasing the remaining life of structural supporting soils and ballast of railroad track. The Project will focus on three primary components. Component 1 will modernize track from the northwest corner of Warehouse 1 to the west port gate. Component 2 will modernize three sets of track east of Warehouse 1. Component 3 will modernize tracks extending from cargo yards into the breezeway between Warehouse 6 and Warehouse 8.

B. Project Location (limits, city, county, map): Pensacola, FL

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This Project includes the work required to complete the railroad and rail yard activities described in the Project Description, including: asphalt paving activities; backfilling; bolt installation; concrete; concrete-tub road crossings; construction; construction inspection services; compaction; construction management services; construction services; contractor stand-by; consulting services; cost estimates; delivery fees; demobilization; demolition; dewatering; disposal of old railroad materials; drainage system; earthwork; electrical components and systems; engineering services; environmental assessments; fasteners; fencing; fire protection systems; form work; geotechnical services; ground covering; joint bolts; lighting systems; line and cross leveling railroad tracks; mitigation assessments; mobilization; permitting; plan development (e.g., 30 / 60 / 90 / 100% and as-builts); precast concrete; preconstruction engineering and design; procurement cost; railroad spikes; railroad cross ties and ballast; rail crossing equipment; rails; rebar installation; signage and way finding; soil improvement work; steel; stormwater management; structural components; surveying; switch gear; temporary structures; tie box anchoring; tie plates; track operations planning; underlying subgrade; utilities; and, walkway systems.

D. Deliverable(s):

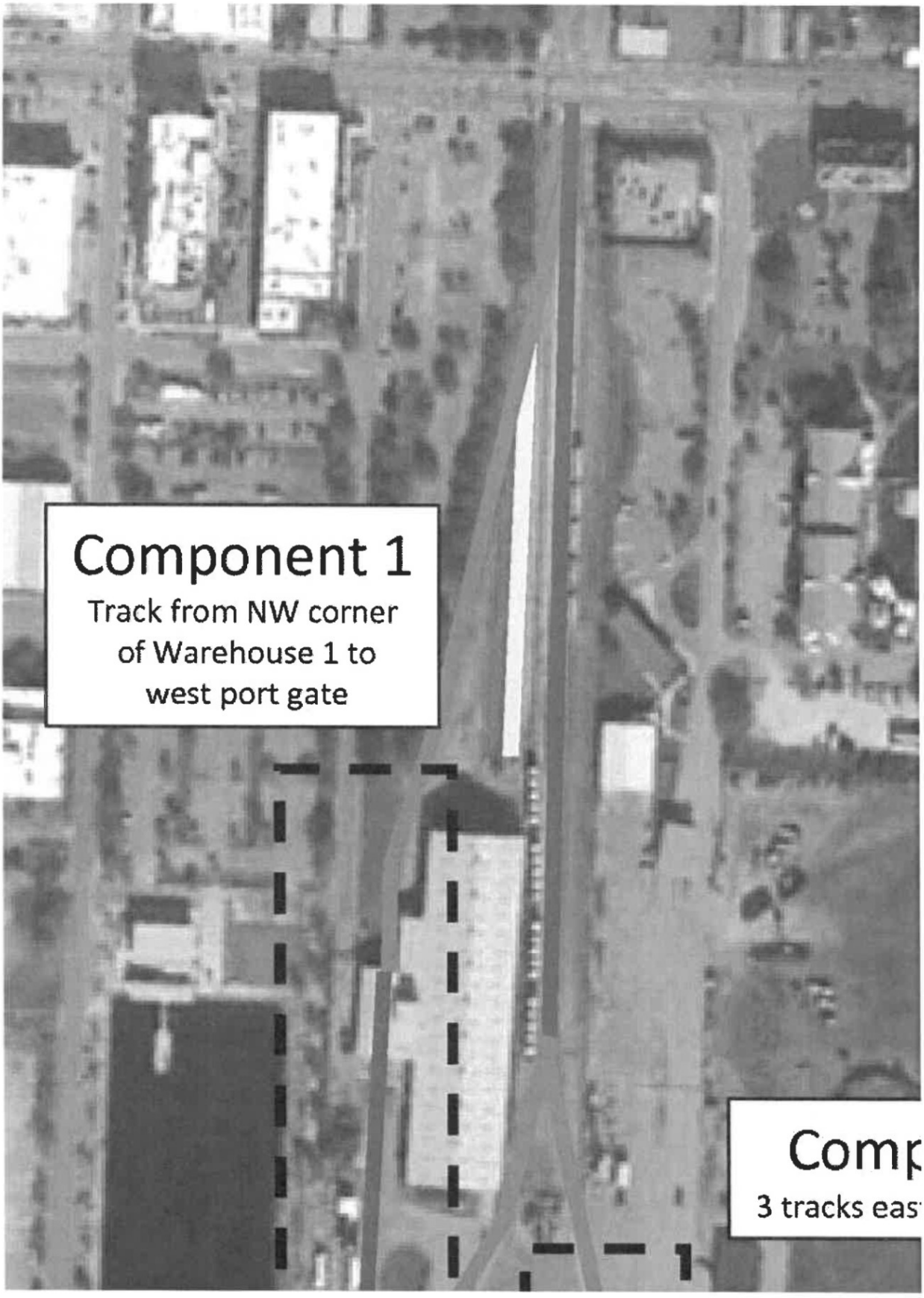
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel costs are not allowed.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
445548-1-94-04	GMR	088794	2022	751000	55.005	Seaport Grants	$850,353.00
445548-1-94-04	LF	088794	2022	-	-	Local Matching Funds	$850,353.00
	Total Financial Assistance						$1,700,706.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$850,353.00	$850,353.00	$0.00	$1,700,706.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$850,353.00	$850,353.00	$0.00	$1,700,706.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Ray Corbitt

Department Grant Manager Name

DocuSigned by:
Ray Corbitt
9BF14D0...

Signature

5/12/2022 | 4:40 PM EDT

Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. **Design and Construction Standards and Required Approvals.**

   a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

   b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, FDOT District Three Seaport Coordinator (email: ray.corbitt@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

   c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

   d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

   e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

   f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. **Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

   a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Not Applicable.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:
Phone: (850) 330-1205; FAX: (850) 330-1761

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS

A. General.

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities** and **Exhibit "B", Schedule of Financial Assistance** as well as serving to protect public investment in seaports and the continued viability of the State Seaport System.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.
4. The Agency will upload required and final close out documents to the Department's web-based grant management system (e.g., SeaCIP.com).

C. Duration of Terms and Assurances.

1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for a seaport development project, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Chapter 311, Florida Statutes (F.S.)
2. Local Government Requirements
    a. Local Zoning/Land Use Ordinance
    b. Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
    a. Local Building Codes
    b. Local Zoning Codes
3. Department Requirements
    a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
    b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the seaport.
2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

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3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

G. **Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:
   1. Acquire the land in accordance with federal and state laws governing such action.
   2. Maintain direct control of Project administration, including:
      a. Maintain responsibility for all related contract letting and administrative procedures.
      b. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
      c. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
      d. Establish a Project account for the purchase of the land.
      e. Collect and disburse federal, state, and local Project funds.
   3. The Agency assures that it shall use the land for seaport purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

H. **Preserving Rights, Powers and Interest.**
   1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
   2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency shall reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
   3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease seaport property, facilities or equipment for seaport-compatible purposes in the regular course of seaport business.

I. **Third Party Contracts.** The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:
   1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
   2. Other contracts less than $5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
   3. Construction change orders less than $5,000.00. Change orders must be fully executed prior to performance of work.
   4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
   5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

J. **Inspection or verification and approval of deliverables.** Section 215.422(1), F.S., allows 5 working days for the approval and inspection of goods and services unless the bid specifications, purchase orders, or contracts specifies otherwise. The Agreement extends this timeline by specifying that the inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of an invoice.

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K. Federal Navigation Projects

1. Funding reimbursed from any federal agency for this Project shall be remitted to the Department, in an amount proportional to the Department's participating share in the Project. The Agency shall remit such funds to the Department immediately upon receipt.
2. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance**, may not be used for environmental monitoring costs.

L. Acquisition of Crane. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance** will be cost reimbursed using the following schedule, unless stated otherwise in **Exhibit "A", Project Description and Responsibilities**:

1. Sixty (60) percent after landside delivery and acceptance by the Agency.
2. Forty (40) percent after installation and commissioning has been completed.

-- End of Exhibit E --

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EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Seaport Grant Programs
CSFA Number: 55.005
***Award Amount:** $850,353

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

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THE PORT OF PENSACOLA

MEMORANDUM

TO: Grover C. Robinson IV, Mayor

FROM: Clark Merritt, Port Director

DATE: 4/22/2022

SUBJECT: PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT INVESTMENT PROGRAM GRANT NO. 445548-1-94-04 – RAILROAD MODERNIZATION INITIATIVE

SUMMARY:

Request Mayor to approve and execute Grant 44554819404. This grant will assist with the port's railroad modernization initiative. Several of the port's railroad systems are approaching their design life and need to be rebuilt. In addition, Hurricane Sally impacted the port in September 2020, further decreasing the remaining life of structural supporting soils and ballast of railroad track. The project will focus on three primary components.

Component 1 will modernize track from the northwest corner of Warehouse 1 to the west port gate.

Component 2 will modernize three sets of track east of Warehouse 1.

Component 3 will modernize tracks extending from cargo yards into the breezeway between Warehouse 6 and Warehouse 8.

PRIOR ACTION:

None

FUNDING:

Budget:

		FDOT Seaport Grant Program and Seaport Investment Program
	$850,353	Total
Actual:	$850,353	Railroad Modernization Initiative
	$850,353	Total

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FINANCIAL IMPACT:

Supplemental budget resolution No. 2022-030 will appropriate grant funds in the amount of $850,353. Any required grant match will be met with funds allocated by FEMA already budgeted in the Natural Disaster Fund.

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Master

File Number: 22-00205

File ID: 22-00205 ***Type:** Legislative Action Item **Status:** Agenda Ready

Version: 1 **Attorney Review::** ***Meeting Body:** City Council

File Created: 02/16/2022

Subject: **Final Action:**

Title: PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT INVESTMENT PROGRAM NO. 445548-1-94-04 - RAILROAD MODERNIZATION INITIATIVE

***Agenda Date:** 04/14/2022

Sponsors: Grover C. Robinson, IV **Enactment Date:**

Attachments: PTGA Grant - Rail Systems Funds 44554819404, Supplemental Budget Resolution No. 2022-030, Supplemental Budget Explanation No. 2022-030 **Enactment Number:**

Recommendation: **Hearing Date:**

Entered by: LRoan@cityofpensacola.com **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	04/11/2022	Placed on Regular Agenda				
	Action Text:	This Legislative Action Item was Placed on Regular Agenda.					
1	City Council	04/14/2022	Approved				Pass
	Action Text:	A motion was made by Council Member Jones, seconded by Council Member Moore, that this Legislative Action Item be Approved. The motion carried by the following vote: Yes: 7 Council President Hill, Council Vice President Wiggins, Council Member Jones, Council Member Moore, Council Member Brahier, Council Member Myers, and Council Member Broughton					

Text of Legislative File 22-00205

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT INVESTMENT PROGRAM NO. 445548-1-94-04 - RAILROAD MODERNIZATION

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INITIATIVE

RECOMMENDATION:

That City Council authorize the mayor to execute Florida Seaport Grant and Seaport Investment Program, Grant No. 445548-1-94-04, for railroad modernization initiative in the amount of $850,353. Further, that City Council authorize the Mayor to take all actions necessary to accept, execute and administer the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Port Staff, working with the FDOT Seaports office, coordinated securing grant funding for various port projects as part of the FDOT Seaport Investment Program. As funding becomes available, it is distributed based on existing port needs.

This grant will assist with the port's railroad modernization initiative. Several of the port's railroad systems are approaching their design life and need to be rebuilt. In addition, Hurricane Sally impacted the port in September 2020, further decreasing the remaining life of structural supporting soils and ballast of railroad track. The project will focus on three primary components. Component 1 will modernize track from the northwest corner of Warehouse 1 to the west port gate. Component 2 will modernize three sets of track east of Warehouse 1. Component 3 will modernize tracks extending from cargo yards into the breezeway between Warehouse 6 and Warehouse 8.

PRIOR ACTION:

None

FUNDING:

Budget:	$850,353	FDOT Seaport Grant Program and Seaport Investment Program
Actual:	$850,353	Railroad Modernization Initiative

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FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds in the amount of $850,353. Any required grant match will be met with funds allocated by FEMA already budgeted in the Natural Disaster Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes
3/24/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator-Administration & Enterprise
Clark Merritt, Port Director

ATTACHMENTS:

1) PTGA Grant - Rail Systems Funds 44554819404
2) Supplemental Budget Resolution No. 2022-030
3) Supplemental Budget Explanation No. 2022-030

PRESENTATION: No

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RESOLUTION
2022-030

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. PORT FUND

As Reads	State Grants	2,863,702
Amended To Read:	State Grants	3,714,055
As Reads	Capital Outlay	1,343,741
Amended To Read:	Capital Outlay	2,194,094

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: April 14, 2022

Approved: Ann Hill
President of City Council

Attest: Lucia L. Burnett
City Clerk

THE CITY OF PENSACOLA
APRIL 2022 - SUPPLEMENTAL BUDGET RESOLUTION - FL SEAPORT GRANT PROGRAM & SEAPORT INVESTMENT PROGRAM GRANT - RES NO. 2022-030

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
State Grants	850,353	Increase estimated revenue for State Grants
Total Revenues	850,353	
Appropriations		
Capital Outlay	850,353	Increase appropriation for Capital Outlay
Total Appropriations	850,353	

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State of Florida
Department of Commerce
Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Rebuild Florida
Infrastructure Repair Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, ("Commerce" or "Grantee") and the **City of Pensacola, Florida** ("Subrecipient"), each individually a "Party" and collectively "the Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Disaster Relief Supplemental Appropriations Act, 2022 (Pub. L. 117–43) approved September 30, 2021 (hereinafter the "Appropriations Act")The requirements of the Appropriations Act and implementing regulations at 24 CFR part 570, and the requirements of the Federal Register (FN) notice, 87 FR 6364 (Docket No. FR–6303–N–01) (February 3, 2022), and 87 FR 31636 (Docket No. FR-6326-N-01) (May 24,2022) (hereinafter the "Federal Register Guidance"), as now in effect and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the 2022 State of Florida Action Plan for Disaster Recovery, as now in effect and as may be amended from time to time (hereinafter the "Action Plan").

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce's Federal award.

WHEREAS, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, Commerce and Subrecipient agree to the following:

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(1) Scope of Work. The Scope of Work for this Agreement includes Attachment A, Scope of Work. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to same shall prevail, at Commerce's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) Period of Agreement. This Agreement begins upon execution by both Parties (the "Effective Date") and ends **June 30, 2027**, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Director of the Division of Community Development approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. Commerce may accept or reject any proposed modification based on Commerce's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

(a) Subrecipient's performance under this Agreement shall be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.

(d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.

(e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

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1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at $1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements.

(a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars ($750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@Commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as Attachment J. Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports.

Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A, and the expenditure of funds under this Agreement. Within 10 calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy

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available to Commerce, if all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are completed to Commerce's satisfaction. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring.

(a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR_570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

(d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits.

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall defend, indemnify, and hold Commerce harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce, but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient shall defend, indemnify, and hold Commerce harmless

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against any damages proximately caused by the acts or omissions to the tort monetary limits as set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

(11) Events of Default.

If any of the following events occur ("Events of Default"), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by Commerce;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by Commerce;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce's Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce 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, Subrecipient shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance

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or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient 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 the Agreement in whole or in part.

(12) Remedies.

If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within those thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon written notice by Commerce sent in conformity with Paragraph (16) Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

(f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by Commerce to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

(13) Dispute Resolution.

Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

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(a) Conducting investigations, as necessary;
(b) Finding a resolution; or
(c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

(a) A program eligibility determination;
(b) A program assistance award calculation; or
(c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@Commerce.fl.gov or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

(a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement: Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

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(b) Commerce may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is determined.

(e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of $25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of Commerce's Primary Grant Manager for this Agreement is:

Angela Lewis
107 E. Madison Street, MSC 400
Tallahassee, Florida 32399

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Ph: (850) 921-3271
Angela.Lewis@Commerce.fl.gov

(c) The name and address of the Local Government Project Contact for this Agreement is:

Kevin Boyer
Grants and Special Projects, Coordinator
222 W. Main Street
Pensacola, Florida 32502
Ph: (850) 435-1822
kboyer@cityofpensacola.com

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

(17) Contracts.

If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager for prior written approval. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

(a) the period of performance or date of completion;
(b) the performance requirements;
(c) that the contractor is bound by the terms of this Agreement;
(d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
(e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
(f) the obligation of Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
(g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions.

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This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

(19) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Scope of Work
Attachment B – Project Budget (Example)
Attachment C – Activity Work Plan (Example)
Attachment D – Program and Special Conditions
Attachment E – State and Federal Statutes, Regulations and Policies
Attachment F – Civil Rights Compliance
Attachment G – Reports
Attachment H – Warranties and Representations
Attachment I – Audit Requirements
Exhibit 1 to Attachment I – Funding Sources
Attachment J – Audit Compliance Certification
Attachment K – SERA Access Authorization Form
Attachment L – 2 CFR Appendix II to Part 200
Attachment M – Subrogation Agreement

(20) Funding/Consideration.

(a) The funding for this Agreement shall not exceed **Nine Million, One Hundred Three Thousand, Nine Hundred Thirty-Five Dollars and Thirty-Eight Cents ($9,103,935.38)**, subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

(b) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of Subrecipient.

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(f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 117-43, Division I, the "The Disaster Relief Supplemental Appropriations Act, 2022" for the purpose of assisting in long-term recovery from major disasters that occurred in 2022 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the "Stafford Act").

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(21) Repayments.

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to Commerce any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c), and (d); provided, however, Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of $15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Department of Commerce" and mailed directly to Commerce at the following address:

Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

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(22) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., 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 contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars ($35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), 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. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.

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(l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2 A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

(a) No funds or other resources received from Commerce under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

(24) Copyright, Patent and Trademark.

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

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(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to Commerce for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@Commerce.fl.gov within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce 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 by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by Commerce for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor

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transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

(e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure 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 Agreement term and following completion of the Agreement if Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.

(i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@Commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or

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Commerce. Commerce, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

(a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

(b) Section 448.095, F.S., requires the following:

1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

(c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(28) Program Income.

(a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives.

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

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(a) Benefit to low- and moderate- income persons;
(b) Aid in prevention or elimination of slums or blight; and
(c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by Subrecipient, and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to Subrecipient or its subcontractor or assignee.

(f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; Commerce may provide training in the form of an Implementation Workshop in keeping with implementation

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State of Florida
Department of Commerce
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

CITY OF PENSACOLA, FLORIDA		**DEPARTMENT OF COMMERCE**	
By	Signature	**By**	Signature
	Darcy Curran Reeves		**J. Alex Kelly**
Title	**Mayor**	**Title**	**Secretary**
Date	1-29-24	**Date**	2/2/2024
Federal Tax ID #	**59-6000406**		
UEI #	**UBMRAF87HQF5**		

Attest: Ericka L Burnett
City Clerk

1-29-24
Date

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE

By: Ryan Bourgoin

Approved Date: 2/1/2024

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Attachment A – Scope of Work

1. PROGRAM DESRIPTION:

On September 16, 2020, Hurricane Sally (DR-4564) swept over the Florida panhandle as a Category 2 hurricane, bringing heavy rainfall and flooding. The impacts of Hurricane Sally further demonstrated the need for an effective, comprehensive long-term recovery plan that would address and meet the remaining needs of Floridians following this catastrophic event. In the wake of this natural disaster, Florida came together to recover and rebuild, but significant unmet needs remain.

Recognizing this, Congress appropriated, and the U.S. Department of Housing and Urban Development (HUD) allocated a total of $187 million in funding to support long-term recovery efforts following Hurricane Sally through the Florida Department of Commerce's (Commerce's) Community Development Block Grant Disaster Recovery (CDBG-DR) Program. Commerce has allocated $110,990,384.82 of this funding for the Rebuild Florida Infrastructure Repair Program through the CDBG-DR Program.

Infrastructure activities that are eligible under the Rebuild Florida Infrastructure Repair Program include:

- Restoration of infrastructure damaged by Hurricane Sally (such as water and sewer facilities, streets, removal of debris, drainage, bridges, etc.);
- Demolition and/or rehabilitation of publicly or privately owned commercial or industrial buildings;
- Renourishment of protective coastal dunes systems and state beaches;
- Repairs to damaged buildings that are essential to the health, safety, and welfare of a community when repairs to these buildings constitutes an urgent need (this can include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, homeless shelters, schools and educational facilities, and other public properties, including properties serving as emergency shelters); and
- Repairs to water lines and systems, sewer lines and systems, drainage, and flood mitigation systems.

Mitigation activities that are eligible under the Rebuild Florida Infrastructure Repair Program include:

- Development of mitigation standards, regulations, policies, and programs;
- Land use/zoning policies;
- Strong statewide building code and floodplain management regulations;
- Dam safety programs, seawalls, and levee systems;
- Acquisition of flood prone and environmentally-sensitive lands;
- Retrofitting/hardening/elevating structures and critical facilities;
- Relocation of structures, infrastructure, and facilities out of vulnerable areas;
- Permanent relocation of residential housing and businesses located in high-risk areas through voluntary buyback programs, appropriate relocation assistance, and rebuilding in low-risk areas within the neighborhood or areas of opportunity;
- Public awareness/education campaigns; and
- Improvement of warning and evacuation systems.

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2. PROJECT DESCRIPTION:

The City of Pensacola has been awarded $9,103,935.38 amount of CDBG-DR funding to repair critical infrastructure at the Port of Pensacola. During Hurricane Sally the City experienced record rainfall that was equivalent to one third of the city's average annual rainfall. Hurricane-force winds and storm-associated tornadoes battered structures. Saltwater storm surge of more than 5 feet, along with moving flood waters, resulted in the asphalt paving, railroad tracks, and cathodic system at the Port of Pensacola being submerged for approximately 12 hours. The asphalt paving and railroad tracks being submerged for this extended period of time resulted in damage to the supporting soils. Submersion of the cathodic system's landside anode and cabling compromised the system's integrity and subsequently led to its premature degradation.

The project will meet the restoration of infrastructure damaged by Hurricane Sally activities. The damage impaired the Port's ability to effectively transport received raw and manufactured materials to vendors and manufacturers that supply asphalt, concrete, aggregate, concrete blocks, etc. throughout the region.

This project will occur at the Port of Pensacola located at 700 S Barrack St. Pensacola, Florida. The Port project is intended to repair critical infrastructure, build capacity to minimize supply chain disruption to regional asphalt, aggregate, concrete, and block manufacturers and vendors in the face and in the wake of catastrophic weather events.

a) The City will directly oversee this project. Grant administration (project implementation), architecture, construction, and construction engineering inspection vendors may be procured to complete this agreement.
b) The project will meet Low- and Moderate-Income (LMI) National Objective
c) The City of Pensacola does participate in the National Flood Insurance Program (NFIP)

The City will leverage $2,374,917.98 towards this project. Any leverage funds associated with this agreement shall be fully expended prior to utilization of these CDBG-DR funds.

3. SUBRECIPIENT RESPONSIBILITIES:

A. Complete and submit the following items to Commerce within thirty (30) calendar days of execution of the agreement:

1) Organizational Chart with contact information;
2) Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors. If staffing changes, there must be a submittal stating the names and job descriptions included with the monthly report.
3) Attachment B, Project Budget (Example) – Develop and submit to Commerce a detailed budget for implementation of the project.
4) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager for review and approval within thirty (30) calendar days of Agreement execution. The Commerce Grant Manager will provide approval in writing prior to the policies and procedures being implemented.

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1) Procurement policies and procedures that incorporate 2 CFR Part 200.317-326.
2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.
4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
D. Upload required documents into a system of record provided by Commerce.
E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
F. Comply with all terms and conditions of the subrecipient agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
G. Provide copies of all proposed procurement documents to Commerce ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by the Commerce Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
H. Provide the following information on a monthly and quarterly basis within five (5) calendar days after the end of each month/quarter: Monthly and Quarterly Reports as detailed in Attachment G.
I. Subrecipient shall provide photographs to document progress and completion of tasks and final project.

4. ELIGIBLE TASKS:

A. Deliverable No. 1 – Project Implementation

Tasks that are eligible for reimbursement are as follows:

1) Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
2) Develop policies for the Recipient to adopt related to special conditions listed in this subgrant agreement.
3) Prepared procurement documents.
4) Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area.
5) Prepared and submitted public notices for publications.
6) Maintained financial records related to project activities on-site.
7) Conducted a Fair Housing activity.
8) Attended a pre-bid conference, bid opening, or preconstruction meeting.
9) Reviewed contractor payrolls and interviewed employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-Kickback" Act.
10) Maintain project files.
11) Attended meetings of the Recipient's local governing body to provide progress reports on subgrant activities.

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12) Prepared documentation for and attend on-site monitoring visits by Commerce.
13) Prepared financial activity for submission to Commerce.
14) Prepared and submitted detailed monthly and quarterly reports to Commerce.
15) Prepared and submitted Section 3 reports to Commerce.
16) Responded to citizens' complaints.
17) Prepared subgrant modification document for submission to Commerce for review and approval.
18) Prepared responses to monitoring findings and concerns for Recipient to submit to Commerce or HUD.
19) Project Closeout, Engineer's Certification of Completion, Grant Closeout Package completed and submitted to Commerce.

B. **Deliverable No. 2 – Engineering Services**

Tasks that are eligible for reimbursement are as follows:

1) Create a full design package(s), signed and sealed by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project that meet all local current hurricane code ratings, local codes and building codes.
2) Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.
3) Conduct an Environmental Review/Assessment in accordance with HUD and Commerce Policies and the National Environmental Policy Act referenced in Attachment D.4.b of this Agreement and carry out any mitigation measures required as a result to the Environmental Review findings.

C. **Deliverable No. 3 – Construction**

Tasks that are eligible for reimbursement are as follows:

1) Demolish and replace existing asphalt paving along both sides of the length of train tracks;
2) Remove and properly dispose of asphalt paving;
3) Remove and properly dispose of existing railroad track system including all rails, spikes, plates;
4) Remove and properly dispose of existing ballast and damaged base material;
5) Furnish and install railroad track system complete with all plates, rails, switches, ballast;
6) Furnish, place and compact asphalt paving;
7) Furnish and install compacted structural fill outside the rails;
8) Demolition, removal, and disposal of damaged asphalt and structural fill;
9) Compact existing subgrade, furnish, place, and compact graded crushed stone base;
10) Furnish and place friction and structural course;
11) Furnish and place Water Distribution System Components;
12) Removal and installation of asphalt as required for installation of new cables and linear anode;
13) Furnish and install two (2) new negative and two (2) new positive header cables from the landside rectifier to the seawall and new linear anode; and
14) Furnish and install new landside linear anode (cathodic protection system berth 2)

5. DEL**IVERABLES:** Subrecipient agrees to provide the following services as specified:

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Deliverable No. 1 – Project Implementation		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**
Subrecipient shall complete Project Implementation activities as identified in Section 4.A of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Project Implementation task on a per completed task basis as detailed in Section 4.A of this Scope of Work; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 1 Cost- $455,196.76
Deliverable No. 2 – Engineering Services		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**
Subrecipient shall complete Engineering Services tasks as detailed in Section 4.B of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) task in accordance with Section 4.B of this Scope of Work, evidenced by submittal of the following documentation: 1) Engineering design, working drawings and associated cost estimates, if applicable; 2)Copies of all required permits, if applicable; 3) Copy of Environmental Review/Assessment; and 4)Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 2 Cost- $474,633.86
Deliverable No. 3 – Construction		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**
Subrecipient shall complete Construction tasks as detailed in Section 4.C of this Scope of Work.	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, evidenced by submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted Commerce	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.

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	form, completed by a licensed professional certifying to the percentage of project completion; 2) Photographs of project in progress and completed; and 3) Invoice package in accordance with Section 7 of this Scope of Work.	
		Deliverable 3 Cost- $8,174,104.76
		Total Project Costs Not to Exceed $9,103,935.38

COST SHIFTING: The deliverable amounts specified within the Deliverables Section 5 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce's Grant Manager is required for changes to the above Deliverable amounts that do not exceed **25%** of each deliverable total funding amount. Changes that exceed **25%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

6. COMMERCE RESPONSIBILITIES:

A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
B. Assign a Grant Manager as a point of contact for Subrecipient.
C. Review Subrecipient's invoices described herein and process them on a timely basis.
D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. 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: (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
B. The following documents shall be submitted with the itemized invoice:
    1) A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
    2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
    3) A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete, as appropriate to the deliverable.

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4) Photographs of the project in progress and completed work, as appropriate to the deliverable.
5) A copy of all supporting documentation for vendor payments.
6) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.

C. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
   1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
   2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated financial hardship.

D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Management Reporting Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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Attachment B – Project Budget (Example)

Subrecipient: _____ Contract Number: _____ Project Title: _____

Activity		Budget			
Activity	**Description**	**CDBG-DR Amount**	**Other Funds**	**Source***	**Total Funds**
1. Project Implementation					
2. Engineering Services					
3. Construction					
4. Acquisition					
TOTALS					

***Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.**

Source of Other Funds	Amount
1.	
2.	
3.	
4.	

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Commerce Agreement No: HS002

Attachment C – Activity Work Plan (Example)

Subrecipient _____ Project Title: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

Activity Start Date (month/year)	**Activity End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment 1 – Scope of Work.	**Estimated Leveraged Funds to be Expended per "Activity End Date"**	**Estimated Funds to be Requested per "Activity End Date"**
		EXAMPLE: Deliverable 1 – Project Implementation		
		EXAMPLE: Deliverable 2 – Engineering - Create a full design package		
		EXAMPLE: Deliverable 2 – Conduct Environmental Review		
		EXAMPLE: Deliverable 3 – Construction		

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Attachment D – Program and Special Conditions

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.

2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).

3. Subrecipient shall request Commerce's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to Commerce for review:

   a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication.
   b. Commerce will either approve the procurement or notify Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.

4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed $5,000, Subrecipient shall complete the following:

   a. Submit for Commerce's approval the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount is incurred before Commerce approves the procurement. If Commerce does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond $5,000.
   b. Comply with 24 CFR part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. If Commerce has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon subrecipient request. **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE Commerce HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**

5. Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR §570.606(b), the requirements of 24 CFR §42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development

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Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR §570.606(d), governing optional relocation assistance policies.

6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, and waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons, as defined by 24 CFR §570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:

   a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a department check of SAM.gov for all prime and subcontractors.
   b. Section 3 Participation Report (Construction Prime Contractor);
   c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
   d. Section 3 Participation Report (Construction Subcontractor), (if applicable).

8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.

9. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce. For each RFF that includes construction costs, Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by Commerce, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by Commerce, if applicable.

10. For each project, when Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to Commerce:
    a. Notice to Proceed;
    b. The contractor's performance bond (100 percent of the contract price); and
    c. The contractor's payment bond (100 percent of the contract price).

11. Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR § 570.487(b)(4).

12. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be

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made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).

13. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.

14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:
    a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
    b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or 10 percent of the grant, whichever is less.

15. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR §570.489(g). Title 24 CFR §570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.

17. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the Recipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.

18. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.

19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

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Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register (FN) notice, 87 FR 6364 (Docket No. FR–6303–N–01) (February 3, 2022), and 87 FR 31636 (Docket No. FR–6326–N–01) (May 24, 2022). Notwithstanding the foregoing, the Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

(1) Reviewing financial and performance reports required by the Grantee;

(2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and

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(3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit https://www.sam.gov/SAM/

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

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Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, https://www.sam.gov/SAM/, in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number. Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination

1. 24 CFR part 6

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural

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barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

A. General Compliance:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

B. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

A. Approved Plan

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Subrecipient agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1965, as amended, and implementing regulations at 41 CFR 60. The Grantee shall provide Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

B. **Women- and Minority-Owned Businesses (W/MBE)**

Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when Subrecipient procures property or services under this agreement.

C. **Notifications**

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement**

Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

IX. Labor and Employment

1. Labor Standards

Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or

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lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. **Compliance**

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract".

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to

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comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

3. **Section 3 Benchmarks and Reporting**

A. Benchmarks. Contracts over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. **Hatch Act**

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. **Conflict of Interest**

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. **Lobbying Certification**

Subrecipient hereby certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal

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contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

C. The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process.

2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and

B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

C. The Clean Air and Water Act: If this Contract is in excess of $100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and

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Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.

D. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. **Flood Disaster Protection**

Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with 24 CFR 58.6(a) and Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. **Lead-Based Paint**

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title and 24 CFR 35.

5. **Historic Preservation**

Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

The process typically involves obtaining approval not just from the State Historic Preservation Officer, but also, when relevant, from tribal authorities. This approval is required for a range of projects that could impact historic resources. These include, but are not limited to, rehabilitation and demolition of properties that are fifty years old or older or listed on a Federal, state, or local historic property list. Furthermore, this extends to new construction projects, particularly those located in areas known to have archaeological resources or in any area that could potentially affect the historic character of an eligible district.

XIV. Additional Regulations

A The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.

B. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.

C. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

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D. The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

E. Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

F. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.

G. The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

H. Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of $2,000 for construction contracts or in excess of $2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

I. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

J. Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.208 and/or 2 CFR § 200.339.

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Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
4) Establish a system to record the following for each fair housing call or email:
   a) The nature of the call or email,
   b) The actions taken in response to the call or email,
   c) The results of the actions taken and
   d) If the caller or email was referred to another agency, the results obtained by the referral agency;
5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
6) Display a fair housing poster in the CDBG-DR Office. (This does not count as a fair housing activity.)

Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a Commerce-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

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Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-DR project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4) Establish a system to record the following for each EEO call:
   a) The nature of the call,
   b) The actions taken in response to the call and
   c) The results of the actions taken;
5) Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. Subrecipient shall use this list to solicit companies to bid on CDBG-DR-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Florida Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: https://osd.dms.myflorida.com/directories.
6) Incorporate the Equal Employment Opportunity clause set forth in 41 CFR Part 60-1.4(b) into any contracts or subcontracts that meets the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
   a) Has a physical or mental impairment which substantially limits one or more major life activities,
   b) Has a record of such an impairment, or
   c) Is regarded as having such an impairment;

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2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;

3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and

4) Establish a system to record the following for each Section 504/ADA call:
   a) The nature of the call,
   b) The actions taken in response to the call and
   c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. . Per the 29 CFR part 75, Subrecipients and their contractors must track and document the number of Section 3 and Targeted Section 3 labor hours worked by low- and moderate-income individuals on CDBG-DR-funded projects. This detailed account of labor hours should then be included in the comments section of each quarterly report

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

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Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;

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8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that City of Pensacola shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** 1-29-24

Name: Darcy Curran Reeves

Title: Mayor

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Attachment G – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.

2. A **Quarterly Progress** Report must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January.

3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce Grant Manager no later than nine months from the end of Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@Commerce.fl.gov and Commerce Grant Manager within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. **Section 3 Quarterly Reporting Requirements**. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to Commerce Grant Manager by the 5th of each quarter (January 5, April 5, July 5, and October 5).

7. Request for Funds must be submitted as required by Commerce and in accordance with the ***Project Description and Deliverables***, ***Project Budget and Activity Work Plan.***

8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

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Attachment H – Warranties and Representations

Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR § 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1))

Business Hours

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

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Attachment I – Audit Requirements

The administration of resources awarded by Commerce to Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

1. A Subrecipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.
3. A Subrecipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If Subrecipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as

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defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If Subrecipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If Subrecipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

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

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred):
   Audit@Commerce.fl.gov

   or

   Paper (hard copy):
   Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits
   342 Claude Pepper Building, Room 401
   111 West Madison Street
   Tallahassee, Florida 32399-1450

   The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of Subrecipient directly to:

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Electronic copies (preferred):
Audit@Commerce.fl.gov

or

Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	*$9,103,935.38*
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description: *This is not a research and development award.*	The City of Pensacola has been awarded $9,103,935.38 amount of CDBG-DR funding to repair critical infrastructure at the Port of Pensacola. The Port project is intended to repair critical infrastructure, build capacity to minimize supply chain disruption to regional asphalt, aggregate, concrete, and block manufacturers and vendors in the face and in the wake of catastrophic weather events.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR §570.480–570.497.
3. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

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Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@Commerce.fl.gov.	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	

1. Did Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Department of Commerce (Commerce)?
   ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Subrecipient expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year?

   ☐ Yes ☐ No

   If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and Commerce? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Subrecipient expend $750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

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Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

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Attachment L
2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 42424240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to

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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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 CFR § 200.323 - Procurement of recovered materials.

(K) See 2 CFR § 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 2 CFR § 200.322 - Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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Attachment M

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered by and between City of Pensacola, Florida (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Commerce (hereinafter referred to as "Commerce").

In consideration of Subrecipient's receipt of funds or the commitment by Commerce to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the Commerce Community Development Block Grant-Disaster Recovery Program (the "CDBG-DR Program") administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

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Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

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The person executing this Agreement on behalf of Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

CITY OF PENSACOLA, FLORIDA		**DEPARTMENT OF COMMERCE**	
By	Signature	**By**	Signature
	Darcy Curran Reeves		**J. Alex Kelly**
Title	**Mayor**	**Title**	**Secretary**
Date	1-29-24	**Date**	2/19/2024

Attest: Ericka L. Burnett
City Clerk

1-29-24
Date