CITY OF SOUTH MIAMI
INVITATION TO BID (ITB) No. PW2026-03

PHASE II SEPTIC TO SEWER

City of South Miami Commission

Mayor Javier Fernández
Vice Mayor Brian Corey
Commissioner Lisa Bonich
Commissioner Steve Calle
Commissioner Danny Rodriguez

City of South Miami City Hall
6130 Sunset Drive
South Miami, Florida 33143

ISSUE DATE: FEBURUARY 3, 2026

BID OPENING DATE: APRIL 10, 2026

BID OPENING TIME: 10:30 A.M.

PUBLIC NOTICE

INVITATION TO BID (ITB) No. PW2026-03

"PHASE II SEPTIC TO SEWER PROJECT"

NOTICE IS HEREBY GIVEN that the City of South Miami ("City") is soliciting bids for the **PHASE II SEPTIC TO SEWER PROJECT**. Interested companies, firms, and individuals ("Bidders") may obtain a copy of **Invitation to Bid No. PW2026-03** (the "ITB") to be issued on **February 3, 2026** at the City of South Miami 6130 Sunset Drive, South Miami, FL 33143 or on the City's website at www.southmiamifl.gov, or via DemandStar at https://network.demandstar.com/. The ITB contains detailed information about the scope of work, submission requirements, and selection procedures. All notices and any addenda issued by the City with respect to the ITB will be made available on the City's website. It is the Bidder's sole responsibility to ensure receipt of any issued notice or addenda relating to this ITB once posted to the website. The bid submission shall be submitted electronically via DemandStar, and marked "Bid to City of South Miami, **ITB No. P W2026-03** for the **"PHASE II SEPTIC TO SEWER PROJECT."** Bids must be received by the City by no later than **April 10, 2026 at 10:00 AM.**

Bids will be publicly opened through video conferencing using the Zoom platform. Members of the public are invited to view the bid opening meeting through Zoom at https://zoom.us/j/3056636339 or by listening to the bid opening meeting on a dedicated phone line by dialing +1-786-635-1003 Meeting ID: 3056636339.

Any bid submission received after this time and date will be rejected and returned unopened. Bidders are responsible for ensuring that their bid is received in the City by the deadline.

The City hereby provides notice to all Bidders of the imposition of a Cone of Silence for this solicitation, as set forth in **Section 8A-7 of the City Code**. "Cone of Silence," as used herein, means a prohibition on communication regarding a competitive solicitation such as a request for proposal, request for qualification, request for information or request/invitation for bid between a potential vendor, service provider, proposer or bidder, or agent, representative, lobbyist or consultant for the potential bidder; and (i) members of the City commission; (ii) the City's professional staff; or (iii) any member of the City's selection, evaluation or negotiation committee. Please contact the City Clerk and/or City Attorney with any questions on the Cone of Silence.

Date Issued: February 3, 2026

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SECTION 1.
INFORMATION FOR BIDDERS

1.1. INTRODUCTION/GENERAL BACKGROUND.

The City of South Miami, Florida (the "City") is soliciting bids for the **"PHASE II SEPTIC TO SEWER PROJECT"** (the "Project"). The City hereby requests bids for the selection of one or more firms ("Contractor" or "Bidder") to provide the work for the Project as set forth in Section 3 of this ITB.

The Contractor awarded a contract pursuant to this ITB shall provide the services, design, labor, materials, equipment, and all incidentals necessary, as further defined in **Section 3** of this ITB (the "Work" or the "Services") for the Project.

The City intends to award a contract to the lowest, responsive and responsible Bidder whose bid meets the requirements and criteria set forth in this ITB for the Work described in this ITB.

1.2. SCHEDULE OF EVENTS.

The following schedule is anticipated for this ITB process, but is subject to change by the City, in its sole discretion, at any time during the ITB procurement process.

No.	Event	Date*	Time* (EST)
1	**Advertisement/ Distribution of ITB**	**February 3, 2026**	**4:00 PM**
2	**Non-Mandatory / Mandatory Pre-Bid Conference**	**NONE SCHEDULED**	
3	**Deadline to Submit Questions / Requests for Clarification**	**March 17, 2026**	**10:00 AM**
4	City Issues Addenda and Responds to Questions	March 27, 2026	10:00 AM
5	**Deadline to Submit Sealed Bids – Submission Deadline**	**April 10, 2026**	**10:00 AM**
6	Bid Opening & Evaluation of Bids	April 10, 2026	10:30 AM
7	City Manager issues recommendation to City Commission	May 19, 2026	7:00 PM
8	Award Bid(s) and Agreement(s) at City Commission Meeting	May 19, 2026	7:00 PM

1.3. BID DUE DATE.

Sealed Bids must submitted electronically through the DemandStar Electronic Bid System at https://network.demandstar.com/. All sealed bids must be received by **10:00 a.m. E.S.T. on April 10, 2026** (the "Submission Deadline"). Sealed bids will be publicly opened through video conferencing using the Zoom platform. Members of the public are invited to view the bid opening meeting through Zoom at https://zoom.us/j/3056636339 or by listening to the bid opening meeting on a dedicated phone line by dialing +1-786-635-1003 Meeting ID: 3056636339.

1.4. NON-MANDATORY] PRE-BID CONFERENCE AND SITE(S) VISIT.

A non-mandatory pre-bid conference, will **NOT** be held for this project.

Prior to submitting a Bid, each Bidder should visit the site and become familiar with the conditions that may, in any manner, affect the Work to be performed by the awarded contractor or the equipment, materials and labor required. The Bidder is also required to examine carefully the Scope of Work set forth in **Section 3** of this ITB and be thoroughly informed regarding any requirements or conditions that may in any manner affect the Work to be performed under the Agreement. No allowances will be made because of lack of knowledge of any conditions or requirements.

1.5. ADDENDA, CHANGES, OR REQUESTS FOR INTERPRETATION DURING BID PROCESS.

The City will not respond to oral inquiries or questions concerning this ITB. All written inquiries, requests for interpretation or clarification shall be sent to:

Steven P. Kulick
City of South Miami Chief Procurement Officer
6130 Sunset Drive
City of South Miami, FL 33143
E-Mail: Steven.Kulick@SoMiFl.gov

Any written inquiry or request for interpretation or clarification must be sent by e-mail or written correspondence and received by the City **no later than March 17, 2026 at 10:00 a.m.**

All such interpretations or clarifications will be made in writing in the form of an Addendum to this ITB issued by the City to all known and/or registered prospective Bidders. Each prospective Bidder shall acknowledge receipt of such Addenda by including it in the Bid Form. All Addenda shall be a part of this ITB and a part of the Agreement and each Bidder will be bound by such Addenda, whether or not received. It is the responsibility of each prospective Bidder to verify that it has received all Addenda issued before Bid are submitted and opened.

1.6. SUBMISSION OF BID.

Sealed Bids must submitted electronically through the DemandStar Electronic Bid System at https://network.demandstar.com/ by the Submission Deadline and must be marked as "Bid to City of South Miami, **ITB No. PW2026-03**, **"PHASE II SEPTIC TO SEWER PROJECT"** and addressed to:

Steven P. Kulick
City of South Miami Chief Procurement
Officer 6130 Sunset Drive
City of South Miami, FL 33143
E-Mail: Steven.Kulick@SoMiFl.gov

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A BID TO THE CITY ON OR BEFORE THE SUBMISSION DEADLINE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER. THE CITY IS NOT RESPONSIBLE FOR ANY DELAYS THAT MAY OCCUR DURING THE SUBMISSION OF BIDS. ANY BID RECEIVED AFTER THE SUBMISSION DEADLINE STATED IN THIS ITB WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. FACSIMILE AND EMAILED BID SHALL NOT BE CONSIDERED.

The Bid must be signed by an authorized officer of the Bidder who is legally authorized to bind the Bidder and enter into a contractual relationship in the name of the Bidder. The submittal of a Bid by a Bidder will be considered by the City as constituting an offer by the Bidder to perform the required Work, upon the terms and at the prices stated by the Bidder.

Bids will be publicly opened and read. All Bidders and their representative may be invited to be present. Bids shall be typed or printed in ink. All blanks on the Bid form(s) must be completed. Names must be typed or printed below the signature. Bids submitted by hand-delivery, facsimile and/or email will **not** be accepted.

Only one (1) Bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. If the City determines that any Bidder has interest in more than one (1) Bid for Work contemplated; all Bid in which such a Bidder is interested will be rejected. Bidder by submitting this Bid certifies that this Bid is made without previous understanding, contract, or connection with any person, firm or corporation making a Bid for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.

1.7. BID REQUIREMENTS & FORMAT.

Each Bidder must present its products, services, and applicable features in a clear and concise manner that demonstrates the Bidder's capabilities to satisfy the requirements of this ITB. The emphasis should be on accuracy, clarity, comprehensiveness and ease

of identifying pertinent information and suitability of the Work. **Bids MUST include the following:**

1.7.1. Bid Form Package. Bidder shall provide complete and accurate copies, with all required signatures and notarizations, for all the forms in the Bid Package:

Form 1.	Bid Form Package Acknowledgement.
Form 2A.	Bidder's Certification (if Company or Corporation)
Form 2B.	Bidder's Certification (if Partnership)
Form 3.	Single Execution Affidavits
Form 4.	Dispute Disclosure
Form 5.	Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions
Form 6.	Bidder's Qualifications Survey
Form 7.	Schedule of Values
Form 8.	Reference List

NOTE: Bidders **MUST** submit bids for all of the Areas identified for the Project on Form 7. Incomplete Bids will be deemed non-responsive and will be rejected.

1.7.2. Proof of Experience. Provide documentation evidencing the experience of the Bidder and demonstrating that the Bidder has successfully provided Work similar to those specified herein to other firms and/or agencies of similar size and needs as the City. Specifically, as part of the completion of Form 6, "Bidder's Qualifications Survey," demonstrate that the Bidder has completed a minimum of five (5) projects, and provide a separate narrative to supplement Form 6 that includes the following information relating to the Bidder's Recent Contracts:

1.7.2.1. Contract Amount;
1.7.2.2. Date of Commencement and Completion;
1.7.2.3. Brief description of the work performed and its similarity to the proposed Project; and
1.7.2.4. Evidence and supporting documentation relating to the contract's successful completion.

Please be sure to include the date and years of engagement of Project History as the Bidder firm shall be currently engaged in Work on a full-time basis and shall have been in existence and continuous operation providing the Work for a **minimum of five (5) years. Please provide a minimum of five (5) projects demonstrating Proof of Experience.**

1.7.3. Safety Record. Bidder shall provide a **tab labeled "1.7.3. Safety Record"** that includes documentation evidencing the safety and compliance record of the Bidder in performing similar Work, including information as to any safety or any noncompliance

violations, assessments or citations issued by applicable governmental agencies in the past five (5) years. If there are no violations as requested, the Bidder shall indicate **None.**

1.7.4. Bidder's Qualifications. Include in an Attachment labeled 1.7.4 **A) Name, B) Function, and C) Qualifications of key personnel, including D) Key Subcontractors, in the organization who will be providing Work**. Please indicate who the Key Person(s) or contact assigned to the Work shall be and demonstrate that within the past **three (3) years** they have conducted and been responsible for providing Work in a similar project or environment). Please note, to receive further consideration, all Bidders must provide the necessary documentation to demonstrate that they meet these minimum qualifications, including:

1.7.4.1. **Service and Incorporation.** Contractor shall have been in business and continuous operation and service and incorporated in the State of Florida for a minimum of **five (5) years. Please include this information on Form 6.**

1.7.4.2. **Licenses**. Contractor must be fully licensed with any and all applicable and required licenses, certifications and permits for Work, including government licenses, certifications, and permits from the State of Florida, Miami-Dade County, the City, and any other governing governmental regulatory authorities. **Additional Contractor Qualifications**. Refer to ***Section 3, Subsection 3.8.*** Required government licenses, certifications, and permits also specifically include:

a) FDOT Maintenance of Traffic (MOT) Certification
b) Florida General Contractor Certification
c) Underground Utility and Excavation Contractor Certification

1.7.4 Insurance Certificates. Bidder shall provide certificates of insurance demonstrating compliance with the requirements set forth under **Section 2** of this solicitation, including:

1.7.4.1 Commercial General Liability **(Please Attach and label as 1.7.4.1)**
1.7.4.1.1 Workers Compensation & Employer's Liability **(Please Attach and Label as 1.7.4.2)**
1.7.4.2 Business Automobile Liability **(Please Attach and Label as 1.7.4.3)**
THE CITY MAY REQUIRE HIGHER LIMITS OF INSURANCE OR ADDITIONAL COVERAGE IF DEEMED NECESSARY.

1.7.5 Evidence of Bonding Capacity. The Bidder must submit documentation from a reputable financial institution, surety company, or other

authorized entity confirming the Bidder's total and single project bonding capacity to ensure that the Bidder has the ability to provide the Payment and Performance Bond required by this ITB.

1.7.6 Bid Guarantee. The Bidder, in submitting this Bid, shall include a Bid Bond in the amount of 5% of the total amount of the base Bid on the Bid Bond Form included herein. A company or personal check shall not be deemed a valid Bid Security. The successful Bidder shall execute the Contract (Agreement) and provide the required Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days of Notice of Award by the City. The Bidder who has the Contract awarded to him and who fails to execute the Contract and furnish the Performance and Payment Bonds and Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied his Bid, and the Bid Security shall be retained as liquidated damages by the City, and it is agreed that this sum is a fair estimate of the amount of damages the City will sustain in case the Bidder fails to enter into the Contract and furnish the Bonds as herein before provided. Bid Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond. **If the City Manager has waived the requirement for bid bond/bid security, the City shall select this box: ☒.**

1.7.7 Bidder may provide any additional information that highlights experience or expertise, which is relevant and directly applicable to this ITB. If additional information is provided, **please attach and label as 1.7.7.**

1.8 EVALUATION CRITERIA/AWARD OF CONTRACT.

Award shall be made by the City Commission (or City Manager, if applicable) to the responsive, responsible Bidder(s) with the lowest bid whose qualifications indicate the award will be in the best interest of the City and whose Bid(s) complies with the requirements of this ITB (the "Successful Bidder").

Specifically, the City anticipates awarding a construction contract to the Successful Bidder(s) for the performance of the Work for all or a portion of the Areas identified under Section 3.4 of this ITB, the Limits Plan, attached hereto as Exhibit "D," and the Design Plans, Permit Construction Drawings and Specifications, attached hereto as Exhibit "E." Bidders specifically acknowledge that the City may, at its sole discretion, remove any Area(s) from the Project scope and award a contract for only the remaining Area(s) to the Successful Respondent(s).

Compensation for the performance of the Work for all or a portion of the Areas shall be based upon the corresponding total bid value submitted for the specific Area(s), as identified in Form 7, the "Schedule of Values Bid Form." The City may

elect to issue multiple Notice to Proceed letters to perform the Work for all or portions of Areas.
The Responsive Bidder is a person that has submitted a bid which conforms in all material respects to the ITB, including, but not limited to compliance with any requirements contained within the solicitation ("Responsive Bidder"). A member of City Staff shall review and evaluate the Bids submitted to ensure that the minimum requirements of the ITB have been met. The City Manager or designee may reject those Bids that do not meet the minimum requirements of the ITB.

The responsible bidder shall be a person who has the capability in all respects to fully perform the contract requirements and the tenacity, perseverance, integrity, experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give a reasonable expectation of good faith performance, and a person who has submitted a bid which conforms in all material respects to the ITB (the "Responsible Bidder"). In evaluating responsibility, the City may also consider past performance and experience under previous or existing contracts between the City and the bidder, past performance and experience with other contracts, compatibility of the project team with City personnel, and any other criteria deemed relevant by the City. Any bidder(s) that fails to properly perform any contract(s) with the City, including, without limitation, by failing to timely and/or correctly perform, progress, or complete the contract work, violating City laws, regulations, policies, or directives, or otherwise failing to satisfactorily perform the bidder's contractual obligations, may be deemed an unresponsible bidder(s) ineligible to receive a contract award under this ITB at the City's sole discretion.

If the City accepts a bid, the City will provide a written notice of award to the lowest responsible and responsive Bidder who meets the requirements of this ITB. If the Successful Bidder to whom the contract is awarded forfeits the award by failing to meet the conditions of this ITB, the City may, at the City's sole option, award the contract to the next lowest, responsive, and responsible bidder or reject all bids or re-advertise the Work. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the City Manager is satisfied that the Bidder is qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work in the specified timeframes.
Neither this ITB, nor the notice of award of the Agreement(s) constitutes an agreement or contract with the Successful Bidder(s). An agreement or contract is not binding until a written agreement or contract, in substantially the form attached hereto as ***Exhibit "B,"*** has been executed by the City and the Successful Bidder(s) and approved as to form, content, and legal sufficiency by the City Manager and City Attorney.

1.9 CITY'S RIGHTS; WAIVER OF IRREGULARITIES.

The City reserves the right to reject any or all bids which is in any way incomplete or irregular, re-bid the entire solicitation, or enter into contracts with more than one Contractor.

The City reserves the right to accept or reject any and/or all Bid or parts of Bid, to workshop or negotiate any and all Bid, to select and award Bidder(s) for all or any of

the Work, waive irregularities in Bid, to cancel or discontinue this ITB process, and to request new Bid on the required Work or services. The City Commission shall make the final determination and award of Bid(s).

All materials submitted in response to this Invitation to Bid become the property of the City and will be returned only at the option of the City. The City has the right to use any or all ideas presented in any Bid or responses to the ITB, whether amended or not, and selection or rejection of Bid does not affect this right.

1.10 CODE OF ETHICS PROVISIONS.

1.10.4 Cone of Silence.

The provisions of City's Cone of Silence are applicable to this ITB. The City's Cone of Silence provisions can be found under Section 8A-7 of the City Code of Ordinances. Questions regarding the Cone of Silence may be sent to:

Nkenga "Nikki" Payne, CMC, FCRM
City Clerk
City of South
Miami 6130
Sunset Drive
South Miami, Florida 33143
Nkenga.Payne@SoMiFl.gov

The Cone of Silence as used herein means a prohibition of any communication regarding a competitive solicitation such as a request for proposal, request for qualification, request for information or invitation/request for bid, between a potential vendor, service provider, proposer or bidder (hereinafter referred to as the "potential bidder"), or agent, representative, lobbyist or consultant for the potential bidder; (hereinafter referred to as the "bidder's representative"); and

(i) Members of the City Commission; or
(ii) City's professional staff; or
(iii) Any member of the City's selection, evaluation or negotiation committee.

The provisions of the Cone of Silence shall not apply to:

(i) Communications at a duly noticed pre-bid conferences or at any duly noticed public selection or negotiation committee meeting or duly noticed public City commission meeting at which the City Manager has placed the subject of the solicitation on the agenda;
(ii) Communication regarding the solicitation at recorded contract negotiations, recorded oral presentation or recorded oral question and answer session and recorded contract negotiation strategy sessions in compliance with the exemption in F.S. § 286.0113;
(iii) Briefings made by the City Manager or his designee to the City Commissioners during a meeting following the completion of the selection or

negotiation committee meetings; (iv)Written communication at any time with any City professional staff (not including selection, evaluation or negotiation committee members), unless specifically prohibited by the applicable competitive solicitation documents. This section shall not be construed to prevent written communication between City professional staff and any City selection, evaluation or negotiation committee. A copy of any written communication made during the cone of silence shall be contemporaneously filed with the City clerk by the potential bidder or bidder's representative. The City clerk shall make copies available to any person upon request;

(v) Communication that is strictly limited to matters of those processes or procedures that are contained in the corresponding solicitation document and which communication is between any person and the City's purchasing agent or the City employee who is designated as being responsible for administering the procurement process for such solicitation;

(vi) Communications with the City attorney and his or her staff;

(vii) Communications during any duly noticed site visits to determine the competency and responsibleness of bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes a written recommendation;

(viii) Any emergency procurement of goods or services pursuant to City code;

(ix)Responses to a request made by the City's purchasing agent, or the City employee who is designated as being responsible for administering the procurement process for such solicitation, for clarification or additional information;

(x) Communications prior to bid opening between City's professional staff and potential bidders and/or bidder's representatives to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential bidders and/or bidder's representatives and any member of the City's professional staff including, but not limited to the City Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

1.10.5 Lobbying Prohibited. All potential Bidders and their agents who intend to submit, or who submitted, a bid or response to this solicitation, are prohibited from lobbying, individually or collectively, any City Commissioner, candidate for City Commissioner, or any employee of the City in connection with this solicitation.

The term "Lobbyist" means all persons (including officers and managers of a legal entity), firms, or legal entities such as a corporation, partnership

or limited liability company, employed or retained by a principal (including an officer of the principal or an employee of the principal whose duties include marketing, or soliciting business, for the principal) who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Commission;
(2) any action, decision, recommendation of the City Manager or any City board or committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the City Commission, or a City board or committee.

Contact may only be made through regularly scheduled Commission meetings, or meetings scheduled through the Procurement Division, which is for the purpose of obtaining additional or clarifying information or as otherwise provided for in the City's Cone of Silence. Any presentation before a selection committee is considered to be lobbying; however, the presentation team may avoid formal registration by complying with section 8A-5I(9), of the City Code of Ordinances and completing Attachment B to this ITB. Any person who submits a proposal, whether solicited or unsolicited, on behalf of his or her principal or his or her employer is considered to be a lobbyist and must register. An officer or manager of a legal entity who is submitting a proposal, whether solicited or unsolicited, is considered to be a lobbyist. All Bidders are strongly encouraged to review Section 8A-5 of the City Code of Ordinances for further information.

To register as a lobbyist, please contact the City Clerk at:

Nkenga "Nikki" Payne, CMC, FCRM
City Clerk
City of South
Miami 6130
Sunset Drive
South Miami, Florida 33143
Nkenga.Payne@SoMiFl.gov

END OF SECTION 1

SECTION 2.
TERMS AND CONDITIONS

2.1. PURPOSE OF BID.

The City requests Bids from qualified firms for the **"PHASE II SEPTIC TO SEWER PROJECT"** (the "Project"). The Work to be performed includes, but is not limited to, **Sanitary Sewer Improvements**, as further detailed in the Scope of Services provided in **Section 3** herein (the "Work" or "Services"). The frequency, nature, scope and definition of the Work desired or required by the City may change from time to time, at the City's discretion.

The City intends to secure a source of supply(s) for the Work from a qualified contractor(s) that conform to the requirements of this ITB and is most advantageous to the City and in its best interest. The City reserves the right to award the Bid(s) considered to best serve the City's interests.

2.1.1. DELIVERY.

All equipment, materials, and goods in connection with the Work shall be delivered F.O.B. destination (i.e., at a specific City address), and delivery costs and charges (if any) will be included in the Bid pricing. Exceptions should be noted.

2.2. EQUIPMENT.

Any equipment or products used by Contractor to provide Work pursuant to this ITB shall remain the property of the Contractor. In the event equipment or products used by the Contractor are found to be defective, of unsatisfactory quality, or do not conform to the requirements of this ITB or the Specifications, the City reserves the right to reject the equipment or product(s), at the Contractor's expense.

2.3. PRICING.

The Bid form attached to this ITB under Section 4 and to be included with each Bid shall specify the Bidder's pricing and/or fees for the equipment and Work requested herein. Bidder should include any and all applicable taxes in Bid prices. If the Bidder is awarded an Agreement pursuant to this ITB, the prices and fees quoted in the Bid shall remain fixed and firm during the term of the Agreement.

2.4. BID COSTS.

Bidders submitting Bid do so entirely at their own cost and expense. There is no expressed or implied obligation by the City to reimburse any individual or firm for any costs or expenses incurred in preparing or submitting Bid, providing additional information when requested by the City, or for participating in any selection interviews.

2.5. LICENSES AND PERMITS.

Bidder shall secure any and all necessary and required licenses, certifications and permits to conduct the Work, including, but not limited to, all Federal, State, County and City licenses and permits. All Bidders must provide the necessary documentation to demonstrate that they meet all applicable licensing and permitting requirements.

By submitting a Bid in response to this ITB, Bidder represents and warrants to the City that it holds all licenses, certifications and permits ("Licenses") required by applicable law and by any other governmental authority or agency to perform the Work. Bidder represents and warrants to the City that the Licenses shall be in full force and effect on the date of performance of the Work and further represents that it holds and will hold all Licenses throughout the term of the Agreement. Bidder shall provide the City with copies of all Licenses and any additional permits that may be required for performance of the Work with its Bid and during the term of the Agreement.

Where the Contractor is required to enter onto City property, public rights-of-way or other property to deliver equipment or to perform the Work as a result of a Bid award, the Contractor will assume the full duty, obligation and expense of obtaining all necessary approvals, licenses, permits, inspections and insurance required. The Contractor shall be liable for any damages or loss to the City property, or other property or persons, occasioned by the acts or omissions, or the negligence of the Bidder (or their agent) or any person the Bidder has designated in the performance of the Work, as a result of the Bid.

2.6. INSURANCE.

2.6.1. If selected, the Contractor shall secure and maintain throughout the duration of the awarded contract insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City and the Florida Department of Environmental Protection (FDEP) as additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent. Copies of Contractor's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Contractor shall provide a waiver of subrogation for the benefit of the City. The Contractor shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Work.

2.6.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

2.6.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this ITB who is not covered by Worker's Compensation insurance.

2.6.1.3. Business Automobile Liability with minimum limits of $1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

2.6.2. The Contractor agrees to indemnify, defend and hold harmless the City from and against any and all claims, suits, judgments, losses, damages, executions and/or liabilities as to bodily injuries and/or property damage which arise or grow out of the Agreement or Contractor's performance of the Work required by this ITB.

2.6.3. The Contractor shall also, upon request by the City, provide copies of all official receipts and endorsements as verification of Contractor's timely payment of each insurance policy premium as required by the Agreement.

2.6.4. THE CITY MAY REQUIRE HIGHER LIMITS OF INSURANCE OR ADDITIONAL COVERAGE IF DEEMED NECESSARY.

2.7. BONDS. The selected Contractor must, prior to performing any portion of the Work and within three (3) days of the Effective Date of the Construction Contract, deliver to the City the Bonds required to be provided by Bidder hereunder and the Construction Contract(collectively, the "Bonds"). The City, in its sole and exclusive discretion, may also require other bonds or security, in order to guaranty that the awarded contract with the City will be fully and appropriately performed and completed. The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the Construction Contract is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the selected Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to the City.

2.7.1. Performance Bond. If this provision is selected, the selected Contractor must deliver to the City a performance bond in an amount equal to 100 percent of the price specified in the contract. The performance bond shall provide that the bonding company will complete the project if the selected Contractor defaults on the contract with the City by failing to perform the contract in the time and manner provided for in the contract.

2.7.2. Payment Bond. If this provision is selected, the selected Contractor must deliver to the City a payment bond in an amount equal to 100 percent of the price specified in the contract. The payment bond shall provide that the bonding company or surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract between the selected Contractor and the City if the selected Contractor fails to make any required payments only.

2.7.3. Waiver of Bonds. If this provision is selected, the City Manager has waived or limited the requirements contained herein for payment or performance bonds upon such circumstances as are deemed in the best interest of the City. **If the requirement for a payment bond is waived, the City shall select this box: ☐. If the requirement for a performance bond is waived, the City shall select this box: ☐.**

2.8. BID GUARANTY/BID BOND. Each bid must be accompanied by a Bid Bond or Cashier's Check, in the amount of five percent (5%) of the bid, in the form provided in Form 10. Bid Guaranty shall be made by certified or cashier's check or by a bid bond made payable to the City and provided by a surety company authorized to do business as a surety in the state. All Bid Bonds shall be valid for a period of at least 90 days from the bid submission date. The Bid Bonds for all unsuccessful bids shall be returned after the 90-day period. The purpose of the bid bond is to ensure that bids are honored and that they remain valid for the required period. Accordingly, bid bonds are subject to forfeiture any time Bidders refuse to honor their bids for at least 90 days after bid opening. The Bid Guaranty of the Successful Bidder will be retained until such bidder has executed a contract and furnished any payment and performance bonds, along with all insurance policies, licenses, or other documentation that may be required by the City. If the Successful Bidder fails to furnish the required payment and performance bonds, fails to execute and deliver the contract, or fails to deliver the required insurance policies, licenses, or other documentation to the office of the purchasing agent within the time specified in the instructions to bidders, the City may annul the notice of award and the entire sum of the Bid Guaranty shall be forfeited to the City. All Bid Guarantees of unsuccessful Bidders will be returned after the Contract is awarded and executed.

If the requirement for a Bid Guaranty/Bid Bond is waived, the City shall select this box: ☒.

2.9. COMPLIANCE WITH LAW AND OTHER REQUIREMENTS.

Contractor shall conduct its operations in compliance with all applicable federal, State, County and City laws and regulations in providing the Work required by this ITB.

2.10. ASSIGNMENT.

The Contractor shall not transfer or assign the performance of the Work required by this ITB and the Agreement without the City's prior written consent. Any award issued pursuant to this ITB and monies which may be payable by the City, are not assignable except with the City's prior written approval.

2.11. ATTORNEY'S FEES.

If the City incurs any expense in enforcing the terms of the Agreement, whether suit be brought or not, Contractor agrees to pay all such costs and expenses including, but not limited to, court costs, interest and reasonable attorney's fees.

2.12. CONTRACTOR'S RELATION TO THE CITY.

It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to all Work hereunder, and that the Contractor is in no respect an agent, servant or employee of the City. This ITB specifies the Work to be performed by the Contractor, but the method to be employed to accomplish the Work shall be the responsibility of the Contractor, unless otherwise provided in the Agreement or by the City.

2.13. DISCRIMINATORY PRACTICES.

The Contractor shall not discriminate or deny service, deny access, or deny employment to any person on the basis of race, color, creed, sex, sexual orientation, religion or national origin. The Contractor will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida or the Federal Government.

2.14. CANCELLATION.

Failure on the part of the Contractor to comply with the conditions, specifications, requirements and terms as determined by the City, shall be just cause for cancellation of the award, with the Contractor holding the City harmless.

2.15. INDEMNIFICATION.

The Contractor shall indemnify, save harmless and defend the City, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of any act, error, omission, negligent act, conduct or misconduct of the Contractor, its agents, servants or employees, in the performance of the Work pursuant to this ITB and/or from any procurement decision of the City including without limitation, awarding the Agreement to a Contractor.

2.16. MULTIPLE /OTHER VENDORS.

The City reserves the right to select and award multiple Bidders to provide one, some or all of the Work. If the selected contractors are unavailable, the City reserves the right to seek and obtain other sources.

2.17. PUBLIC ENTITY CRIME/DISQUALIFICATION.

Pursuant to Section 287.133(3)(a), Florida Statute, all Bidders are advised as follows:

"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 and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

2.18. NO CONTINGENCY FEE.

Bidder shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure the Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making the Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement, without liability, at its discretion.

2.19. PUBLIC RECORDS; CONFIDENTIALITY.

Bidders are hereby notified that all information submitted as part of or in support of Bid submitted pursuant to this ITB are public records subject to public disclosure in accordance with Chapter 119, Florida Statutes. If there is any apparent conflict between Florida's Public Records Law and this ITB, Florida Law will govern and prevail.

All Bids submitted in response to this ITB shall become the property of the City. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid in its best interest. Acceptance or rejection of any Bid shall not nullify the City's rights hereunder.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Custodian of Records:	**Nkenga "Nikki" Payne, CMC, FCRM**
Mailing address:	**6130 Sunset Drive** **South Miami, FL 33143**
Telephone number:	**305-663-6340**
Email:	**Npayne@southmiamifl.gov**

2.20. GRANT FUNDING.

By submitting a response to this solicitation, Bidders acknowledge that the Work or Services may be fully or partially funded utilizing funds from the grants listed below (the "Grant"). Accordingly, by submitting a response to this competitive solicitation, the Bidder warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Work or Services in accordance with the terms and conditions of the Grant(s).

Grant Title	Grant Agreement Attachment No.
Florida Department Environmental Protection	**Exhibit G**

If the Work or the Services will be funded utilizing Grant funds, the City shall select this box: ☒. .

2.21. FEDERAL REQUIREMENTS.

2.21.1. Any Agreement awarded pursuant to this competitive solicitation shall be fully or partially funded utilizing federal funding. As such, this competitive solicitation and any

agreement awarded pursuant thereto shall be governed by the laws, rules, regulations, policies, and guidelines applicable to federally funded procurements, including, but not limited to Federal Uniform Administrative Requirements, Cost Principles, and the Audit Requirements for Federal Awards under 2 CFR Part 200. Towards that end, the following clauses shall govern this competitive solicitation and be memorialized in the contract awarded pursuant to this competitive solicitation:

2.21.2. *Title VI Requirements*. Successful Bidder acknowledges that the City has or will certify compliance with Title VI of the Civil Rights Act of 1964. Towards that end, Successful Bidder shall ensure that performance of work in connection with this Agreement complies with such certifications and shall also adhere to the following provisions:

2.21.2.1. The Successful Bidder and its subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

2.21.2.2. Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, and that the Successful Bidder shall undertake an active program of nondiscrimination in its administration of the Work under this Agreement.

2.21.3. *Americans with Disabilities Act Requirements*. The Successful Bidder agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications. Additionally, Successful Bidder agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 3601), which prohibits discrimination against individuals on the basis of discrimination under any program or activity under this Agreement.

2.21.4. *Age Discrimination Act of 1975*. Successful Bidder shall comply with the requirements of 42 U.S.C. §§ 6101 et seq., as amended, and the Treasury's implementing regulations (31 CFR Part 23), which prohibits the discrimination on the basis of age in programs or activities under this Agreement.

2.21.5. *Protections for Whistleblowers*.

2.21.5.1. In accordance with 41 U.S.C. § 4712, Successful Bidder may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law,

rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

2.21.5.2. The list of persons and entities referenced in the paragraph above includes the following:

i. A Member of Congress or a representative of a committee of Congress.
ii. An Inspector General
iii. The Government Accountability Office.
iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
v. An authorized official of the Department of Justice or other law enforcement agency.
vi. A court or grand jury.
vii. A management official or other employee of the Successful Bidder, subcontractor, the State of Florida, or the City who has the responsibility to investigate, discover, or address misconduct.

2.21.5.3. The Successful Bidder shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

2.21.6. *Compliance with Immigration and Nationality Act (INA).* Successful Bidder hereby certifies that it does not knowingly employ unauthorized alien workers in violation of the employment provisions contained in 8 USC Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")].

2.21.7. *Seat Belts Required*. Pursuant to Executive Order 13043, 62 FR 19217, Successful Bidder shall adopt and enforce policies or programs that require employees to use seat belts while operating or traveling on vehicles owned, rented, or personally owned by the Successful Bidder and its employees while performing the Work.

2.21.8. *Texting While Driving Ban*. Pursuant to Executive Order 13513, 74 FR 51225, Successful Bidder shall adopt and enforce policies that ban text messaging while driving and workplace safety policies designed to decrease accidents caused by distracted drivers.

2.21.9. *Reporting Conflict of Interests.* Successful Bidder agrees to disclose in writing to the City, U.S. Department of the Treasury, and the State of Florida, as appropriate, any potential conflicts of interest affecting the use of funds awarded under the American Rescue Plan Act in accordance with 2 CFR 200.112.

2.21.10. *Equal Employment Opportunity Compliance*. During the performance of this Agreement, the Successful Bidder agrees as follows:

(1) The Successful Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Successful Bidder 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:

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;
b. layoff or termination;
c. rates of pay or other forms of compensation; and
d. selection for training, including apprenticeship

The Successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The Successful Bidder 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 Successful Bidder's legal duty to furnish information.

(4) The Successful Bidder 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 Successful Bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Successful Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

(6) The Successful Bidder 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 U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Successful Bidder'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 Successful Bidder 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 U.S. Secretary of Labor, or as otherwise provided by law.

(8) The Successful Bidder 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 U.S. 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 Successful Bidder 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 Successful Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Successful Bidder may request the United States to enter into such litigation to protect the interests of the United States.

2.21.11. *Contract Work Hours and Safety Standards Act Compliance*. During the performance of this Agreement, the Successful Bidder shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708), including as follows:

2.21.11.1. *Overtime requirements*. No Successful Bidder or subcontractor contracting for any part of the Agreement 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.

2.21.11.2. *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section the Successful Bidder and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Successful Bidder and subcontractor shall be liable to the United States, 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 (1) of this section, in the sum of $31 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 (1) of this section.

2.21.11.3. *Withholding for unpaid wages and liquidated damages*.
(i) The City shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Successful Bidder or subcontractor under any such contract or any other Federal contract with the same Successful Bidder, or any other federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act, which is held by the Successful Bidder, such sums as may be determined to be necessary to satisfy any liabilities of such Successful Bidder or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. The necessary funds may be withheld from the Successful Bidder under the contract, any other Federal contract with the same Successful Bidder, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same Successful Bidder, 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) The EPA 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

2.21.11.4. *Subcontracts*. The Successful Bidder or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Successful Bidder shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

2.21.11.5. 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.

2.21.12. <u>*Clean Air Act Compliance*</u>. During the performance of this Agreement, the Successful Bidder shall comply with the provisions of Clean Air Act (42 U.S.C. § 7401 et seq., as amended) and specifically agrees as follows:

2.21.12.1. The Successful Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

2.21.12.2. The Successful Bidder agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

2.21.12.3. The Successful Bidder agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

2.21.13. *Federal Water Pollution Control Act Compliance*. During the performance of this Agreement, the Successful Bidder shall comply with the provisions of Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq., as amended) and specifically agrees as follows:

2.21.13.1. The Successful Bidder 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.

2.21.13.2. The Successful Bidder agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

2.21.13.3. The Successful Bidder agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

2.21.14. *Debarment and Suspension Compliance*. During the performance of this Agreement, the Successful Bidder warrants that Successful Bidder or its subcontractors are not debarred, suspended, or otherwise ineligible for contract awards under Executive Orders 12549 and 12689. Successful Bidder shall comply with the following provisions:

2.21.14.1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180, the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19, and 2 C.F.R. pt. 3000. As such the Successful Bidder is required to verify that none of the Successful Bidder, its 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).

2.21.14.2. The Successful Bidder 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.

2.21.14.3. This certification is a material representation of fact relied upon by the City. If it is later determined that the Successful Bidder 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 the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

2.21.14.4. The Successful Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Agreement. The Successful Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.21.14.5. Successful Bidder certifies that they:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and
iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default. If the Successful Bidder is unable to obtain and provide such certification, then the Successful Bidder shall attach an explanation to this Agreement as to why not.

2.21.15. *Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended)*. During the performance of this Agreement, the Successful Bidder and its subcontractors shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). Specifically, Successful Bidder represents and warrants as follows:

2.21.15.1. No Funds received by the Successful Bidder under this Agreement have been paid or will be paid, by or on behalf of the Successful Bidder, 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.

2.21.15.2. If any monies, other than Funds received by Successful Bidder under this Agreement, 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 Successful Bidder shall

complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

2.21.15.3. The Successful Bidder 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 such sub-recipients shall certify and disclose accordingly.

2.21.15.4. 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 the Byrd Anti-Lobbying Amendment (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 $10,000 and not more than $100,000 for each such failure.

2.21.16. *Copeland "Anti-Kickback" Act*. During the performance of this Agreement, the Successful Bidder and its subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act as follows:

2.21.16.1. The Successful Bidder shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this Agreement.

2.21.16.2. Subcontracts. The Successful Bidder or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

2.21.16.3. Breach. A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.21.17. *Procurement of Recovered Materials*. Successful Bidder shall comply with the provisions of 2 C.F.R.323, including Section 6002 of the Solid Waste Disposal Act. Towards that end, in the performance of this Agreement, the Successful Bidder shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) 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/comprehensiveprocurement-guideline-cpg-program.

2.21.18. *Domestic Preferences for Procurements*.

2.21.18.1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference

for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2.21.18.2. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage
through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as
aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical
fiber; and lumber.

2.21.18.3. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

2.21.19. *2 CFR Subpart F – Audit Requirements.* Successful Bidder shall assist the City in complying with the audit requirements under 2 CFR Subpart F – Audit Requirements ("Federal Audit Provisions") and the reporting requirements of the U.S. Department of the Treasury's Final Rule, as amended, and other guidelines issued in connection with the American Rescue Plan Act.

2.21.19.1. Successful Bidder shall assist the City in complying with the Federal Audit Provisions by providing the City, the State of Florida, the U.S. Department of the Treasury, the Treasury Office of the Inspector General, the Government Accountability Office, or other federal government entities, and any of their duly authorized representatives, access to personnel, accounts, books, records, supporting documentation, and other information relating to the performance of the Agreement or the Work ("Documentation") necessary to complete federal audits. Successful Bidder shall promptly assist the City in the event Documentation must be supplemented to address audit findings or other federal inquiries.

2.21.19.2. Successful Bidder shall keep all Documentation up-to-date throughout the performance of this Agreement and the Work. Successful Bidder shall provide the City with all Documentation for each fiscal year by October 1 of each year or within five days of the completion of the Work, whichever occurs first. Successful Bidder shall assist the City in complying with additional guidance and instructions issued by the U.S. Department of the Treasury governing the reporting requirements for the use of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds.

2.21.20. *Remedies.* The City confirms that it is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.

2.21.21. *Rights to Inventions Made under this Agreement.*

2.21.21.1. As applicable, if the Contractor is engaged for the performance of experimental, developmental, or research, the Contractor's work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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 Federal Government.

2.21.22. *Prohibition on Contracting for Covered Telecommunications Equipment or Services*. If applicable, the Contractor shall agree as follows:

2.21.22.1.1. The City and the Contractor must comply with the Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. 200.216, which prohibits the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Towards that end, the Contractor shall ensure that the Contractor and its subcontractors do not:

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

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

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

2.21.23. *License and Delivery of Works Subject to Copyright and Data Rights*. If applicable, the Contractor shall agree as follows:

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

2.21.24. *Safeguarding of Sensitive Information and Information Technology Security and Privacy Training.*

2.21.24.1. Applicability. This clause is applicable when the Contractor has access to sensitive information or the Contractor's IT system as defined in the agreement that are used to input, store, process, output and/or transmit sensitive data. If applicable, this clause shall apply to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

2.21.24.2. Definitions. As used in this clause— "Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

(a) *Sensitive Information,* as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part

29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor's employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive

training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

2.21.25. *Antidiscrimination on Basis of Race, Color, National Origin, or Sex.* The Successful Bidder shall not discriminate on the basis of race, color, national origin or sex in the performance of any contract awarded pursuant to this ITB. The Successful Bidder shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Successful Bidder to carry out these requirements shall be a material breach of the awarded contract which may result in the termination of the contract or other legally available remedies.

2.21.26. *Contracting With Small And Minority Businesses, Women's Business Enterprises, And Labor Surplus Area Firms.*

2.21.26.1. The Successful Bidder must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2.21.26.2. Affirmative steps must include:

2.21.26.2.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2.21.26.2.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

2.21.26.2.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

2.21.26.2.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

2.21.26.2.5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2.21.26.3. Requiring the Successful Bidder, if subcontracts are to be let, to take the affirmative steps listed in paragraphs 2.22.26.2.1. through 2.22.26.2.5. of this section.

2.21.27. *Build America, Buy America.*

In submitting a bid, the Successful Bidder acknowledges to and for the benefit of the City ("Owner") and the Environmental Protection Agency (the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have

statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. By submitting a bid, the bidder hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

2.21.28. *American Iron and Steel.*

The Successful Bidder acknowledges to and for the benefit of the Owner the Funding Authority (as those terms are defined under Section 2.22.27 herein) that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the Funding Authority that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph

(nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

2.21.29. *Davis-Bacon and Related Acts ("DBRA") Requirements.* The Successful Bidder acknowledges that if awarded a contract with the City, which would be funded by an Environmental Protection Agency assistance agreement (grant), the Successful Bidder will be required to comply with the Prevailing Wage Rates for Heavy Construction in Miami-Dade County, attached hereto as Exhibit "C," and with the following DBRA terms and conditions in accordance with 29 CFR 5.5:[1]

2.21.29.1. *Minimum Wages.*

2.21.29.1.1. *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 Successful Bidder and such laborers and mechanics.

As provided in paragraphs 2.22.29.1.3(B)(2) and (3) 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 2.22.29.1.5 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 2.22.29.4. 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 2.22.29.1.3. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the Successful Bidder and its subcontractors

[1] Definitions for many of the terms used below are provided in 29 CFR 5.2.

at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

2.21.29.1.2. *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 2.22.29.1.3. 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 2.22.29.1.3(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.

2.21.29.1.3. *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.

(1) If the Successful Bidder 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.

(2) In the event the Successful Bidder, 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.

(3) The contracting officer must promptly notify the Successful Bidder of the action taken by the Wage and Hour Division under paragraphs 2.22.29.1.3. (C) and (D) of this section. The Successful Bidder 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 2.22.29.1.3. (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.

2.21.29.1.4. *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 Successful Bidder 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.

2.21.29.1.5. *Unfunded plans*

If the Successful Bidder does not make payments to a trustee or other third person, the Successful Bidder 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 Successful Bidder, 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 Successful Bidder to set aside in a separate account assets for the meeting of obligations under the plan or program.

2.21.29.1.6. *Interest.*

In the event of a failure to pay all or part of the wages required by the contract, the Successful Bidder will be required to pay interest on any underpayment of wages.

2.21.29.2. *Withholding.*

2.21.29.2.1. Withholding requirements.

The EPA, grant recipient, subrecipient at any tier, and/or contracting agency 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 Successful Bidder so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime Successful Bidder or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 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 Successful Bidder(as defined in § 5.2).

The necessary funds may be withheld from the Successful Bidder under this contract, any other Federal contract with the same prime Successful Bidder, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime Successful Bidder, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Successful Bidder liability for which the funds were withheld.

In the event of a Successful Bidder'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 Successful Bidder's failure to submit the required records as discussed in paragraph 2.22.29.3.4. of this section, the EPA, grant recipient, subrecipient at any tier, and/or contracting agency may on its own initiative and after written notice to the Successful Bidder, 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.

2.21.29.2.2. Priority to withheld funds.

The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.22.29.2.1. of this section, or both, over claims to those funds by:

(A) A Successful Bidder'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 Successful Bidder, or a Successful Bidder's bankruptcy estate;

(D) A Successful Bidder's assignee(s);

(E) A Successful Bidder's successor(s); or

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

2.21.29.3. *Records and certified payrolls.*

2.21.29.3.1. Basic record requirements.

(A) *Length of record retention.*

All regular payrolls and other basic records must be maintained by the Successful Bidder 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 2.22.29.1.5. 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 Successful Bidder 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.

2.21.29.3.2. Certified payroll requirements

(A) *Frequency and method of submission*

The Successful Bidder or subcontractor must submit weekly, for each week in which any DBA- or Related Acts- covered work is performed, certified payrolls to the contracting agency if the agency is a party to the contract, but if the agency is not such a party, the Successful Bidder 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 contracting agency. The prime Successful Bidder is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime Successful Bidder 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 Successful Bidder, 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 Successful Bidder permits other methods of submission in situations where the Successful Bidder 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 2.22.29.3.1(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 Successful Bidder to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime Successful Bidder 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 Successful Bidder or subcontractor, or the Successful Bidder'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 2.22.29.3.2. of this section, the appropriate information and basic records are being maintained under paragraph 2.22.29.3.1. 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 2.22.29.3.2(C) of this section.

(E) *Signature*

The signature by the Successful Bidder, subcontractor, or the Successful Bidder'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 Successful Bidder 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 Successful Bidder 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.

2.21.29.3.3. Contracts, subcontracts, and related documents

The Successful Bidder or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The Successful Bidder 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.

2.21.29.3.4. Required disclosures and access.

(A) Required record disclosures and access to workers.

The Successful Bidder or subcontractor must make the records required under paragraphs 2.22.29.3.1. through 2.22.29.3.3. of this section, and any other documents that the EPA, recipient, or subrecipient at any tier, and/or contracting 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 EPA, recipient, or subrecipient at any tier, and/or contracting 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 Successful Bidder 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 Successful Bidder, 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 Successful Bidder 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 Successful Bidder 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 Environmental Protection 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 Successful Bidder, 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 EPA, recipient, or subrecipient at any tier, contracting agency, the Successful Bidder, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

2.21.29.4. *Apprentices and Equal Employment Opportunity.*

2.21.29.4.1. 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 Successful Bidder 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 Successful Bidder as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 2.22.29.4.1(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 2.22.29.4.1(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 Successful Bidder 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 Successful Bidder's registered program must be observed.

2.21.29.4.2. 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.

2.21.29.5. [RESERVED]

2.21.29.6. *Subcontracts*

The Successful Bidder or subcontractor must insert in any subcontracts the clauses contained in paragraphs 2.22.29.1. through 2.22.29.11. of this section or a link to the DBRA Requirements for Contractors and Subcontractors Under EPA Grants document on EPA's Contract Provisions for Davis-Bacon and Related Acts webpage, along with the applicable wage determination(s) and such other clauses or contract modifications as the Environmental Protection 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 Successful Bidder 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 Successful Bidder 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.

2.21.29.7. [RESERVED]

2.21.29.8. [RESERVED]

2.21.29.9. [RESERVED]

2.21.29.10. *Certification of Eligibility.*

2.21.29.10.1. By entering into this contract, the Successful Bidder certifies that neither it nor any person or firm who has an interest in the Successful Bidder'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).

2.21.29.10.2. 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).

2.21.29.10.3. The penalty for making false statements is prescribed in the U.S.

Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

2.21.29.11. *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:

(1) Notifying any Successful Bidder 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;

(2) 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;

(3) 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

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

2.22. Miscellaneous Provisions.

2.22.1. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to the City; may not submit a bid, proposal, or reply on a contract with the City 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 the City; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City; and may not transact business with the City.

2.22.2. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to the City; may not submit a bid, proposal, or reply on any contract with the City for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to the City; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with the City; and may not transact new business with the City.

2.22.3. Notice of Violation. The City shall notify the Florida Department of Environemntal Protections if the Contractor or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement awarded pursuant to this ITB. The Florida Department of Management Services is responsible for maintaining the discriminatory

vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

2.22.4. Compliance with Federal, State and Local Laws.

2.22.4.1. The Contractor and its subcontractors and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Contractor shall include this provision in all subcontracts issued as a result of any Agreement awarded as a result of this ITB.

2.22.4.2. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of any Agreement awarded pursuant to this ITB.

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

END OF SECTION 2

SECTION 3
SCOPE OF WORK, SPECIFICATIONS, AND REQUIREMENTS

3.1 GENERAL REQUIREMENTS

The Work specified in this Invitation to Bid (ITB) consists of furnishing all goods, materials, supplies, and services necessary to provide a completed project that meets all of the needs described in this Scope of Services and as otherwise described in this ITB (the "Work"). The Work is to be performed in accordance with specifications and the contract documents that are provided to the Contractor by the City herein, as well as in accordance with those plans, drawings and specifications that are required to be produced by the Contractor and that are approved by the City. The Work also includes but is not limited to keeping the Project site clean and safe; the furnishing all labor of the Contractor and the labor of all allowable subcontractors; providing dumpster(s) for cleanup and disposal; disposing of materials; providing all necessary engineering and architectural plans, drawings and technical specifications; all permits; all necessary equipment, including rental equipment, machinery, tools, transportation and freight; coordination with any other City contractor, subcontractors and utility companies (i.e. power, gas, water); erecting construction safety measures, including fencing, privacy screening and cones, and ensuring that the safety measure are in place at the end of each working day; root pruning and sod restoration at affected areas to the City's satisfaction; cleaning the construction site at the end of each working day; maintenance of traffic and hiring of off duty City police officer if required by the City; and any other goods and services necessary to perform all of the Work.

Prior to any digging, Contractor must locate all underground utilities and other facilities as well as contacting **Sunshine 811** to coordinate the process between excavators and member utilities in Florida so that the utilities can mark the approximate location of all their underground facilities, including power lines, telephone lines, pipes, and cables on construction site.

In all cases, it is the responsibility of Contractor to obtain and pay for all licenses and other permits (including tree permits), provide signed and seal footing and foundation specifications for permitting, as well as all laboratory tests, engineering and architectural specifications, drawings and plans that are necessary to secure any and all permits and licenses required to complete Work. In addition, Contractor will be required to obtain, pay for and deliver to the City as-built plans for all of the Work. Permit fees are waived for permits required to be issued directly by the City. Permit fees charged by other government entities, if required, are the responsibility of the Bidder/Contractor; however, in all cases; it is the responsibility of Bidder/Contractor to secure any and all permits that may be required for this project.

All work is to be completed in accordance with specifications, engineering construction drawings, and in accordance with the terms and conditions described in ***Exhibits D, E, & F***, all federal, state and local requirements, guidelines and regulations included the Florida Building Code, the City Land Development Code, all applicable ordinances of Miami-Dade County and the City, and the Americans with Disabilities Act (ADA). If the Project involves a City park, the Contractor must comply with the City's public playground safety standards, rules, and guidelines.

Work activity is limited to the hours from 7:00 a.m. through 6:00 p.m., on weekdays from Monday through Friday pursuant to Section 7-15 and 7-16 of the City Code of Ordinances.

The City reserves the right to issue the Notice to Proceed (NTP) to the Contractor at any time after the Award Letter has been issued.

It is the intent of the City to obtain a complete functional, and satisfactory installation under this Contract, and any items of labor, equipment or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the Plans or stated herein.

The Contractor is also alerted that various "Standards" are used herein for reference and criteria, and that he should obtain copies for his general use and protection. Abbreviated titles are used throughout these Specifications and although most of them are widely known, their complete titles are given below in order to avoid any misunderstanding.

MDWASD	Miami-Dade Water and Sewer Departments Standards and Specifications
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
FBC	Florida Building Code
FDOT	Department of Transportation, State of Florida
MDCPW	Miami-Dade County Public Works Department

The above list shall not be considered complete, as there are other "Standards" used; however, in most cases complete titles have been given.

Wherever "Standards" are indicated here in for reference, the referenced portion shall have the same force and effect as if it were included, herein, in its entirety, latest revision if the date of publication is not shown.

3.2 SPECIFIC REQUIREMENTS.

The City is soliciting proposals from highly qualified firms for Sanitary Sewer improvements Phase 2 of Subarea K. All work must be completed per the specifications, engineering construction drawings, and in accordance with the terms and conditions described in ***Exhibits D, E, & F.*** Respondents shall review enclosed specifications, engineering construction plan documents, and geotechnical report. Respondents are required to follow all federal, state and local codes as well as all rule compliance and guidelines with Americans with Disabilities Act (ADA).

3.3 LIST OF ATTACHMENTS

Exhibit D	Project Limits Plan
Exhibit E	Design Plans, Permit Construction Drawings and Specifications
Exhibit F	Geotechnical Report

3.4 SITE LOCATION

The Project known as **Phase 2** is located within the City of South Miami within the following limits:

1. **SW 86th Street between SW 60th Avenue and SW 62nd Avenue (Area 1),**
2. **SW 86th Street between SW 59th Avenue and SW 60th Avenue (Area 2),**
3. **SW 86th Street between SW 58th Avenue and SW 59th Avenue (Area 3),**

4. **SW 85th Street between SW 59th Avenue and SW 60th Avenue (Area 4),**
5. **SW 85th Street between SW 58th Avenue and SW 59th Avenue (Area 5),**
6. **SW 62nd Avenue between SW 85th Street and SW 82nd Street, SW 82nd Street between SW 62nd avenue and SW 60th Court, SW 60 Court between SW 82nd Street to Roundabout (Area 6),**
7. **SW 84th Street between SW 62nd Avenue and SW 60th Avenue, SW 61st Avenue between SW 84th Street to dead end (Area 7),**
8. **SW 59th Avenue between SW 85th Street and SW 84th Street, SW 84th Street between SW 59th Avenue and SW 60th Avenue, SW 60th Avenue between SW 84th Street and SW 83rd Street, SW 83rd Street between SW 60th Avenue and SW 59th Avenue (Area 8),**
9. **SW 84th Street between SW 59th Avenue and SW 57th Avenue, SW 57th Avenue between SW 84th Street and SW 83rd Street, SW 83rd Street between SW 57th Avenue and SW 58th Avenue (Area 9)**

Please see Exhibit D for limits of Project.

3.5 DESIGN PLANS & SPECIFICATIONS

Design plans and specifications for the Project are attached to this solicitation **as *Exhibit D "Design Plan and Specifications," Sub Area K Sanitary Sewer – Phase I and II*;** prepared by **SRS Engineering.**

3.6 CONTRACT TIME

After permit(s) have been secured/approved, the Bidder is responsible for completing this project within the calendar days shown below in Table 1 (Substantial/Final Completion and Liquidated Damages) from issuance of Notice to Proceed/Purchase Order/Email Notification from the City's Project Manager. **Notwithstanding the foregoing, the City may elect to issue multiple Notice to Proceed letters to perform the Work for all or portions of Areas.**

Table 1 – Contact Time (Calendar Days)		
Areas Awarded	Substantial Completion	Final Completion
3 Areas Awarded (Area 1 to 3	210	240
4 Areas Awarded (Area 1 to 4)	240	270
5 Areas Awarded (Area 1 to 5)	270	300
6 Areas Awarded (Area 1 to 6)	360	390
7 Areas Awarded (Area 1 to 7)	420	450
8 Areas Awarded (Area 1 to 8)	510	540
9 Areas Awarded (Area 1 to 9)	660	690

3.7 LIQUIDATED DAMAGES

Substantial Completion of the Work shall be achieved only when the installed sewer system is fully constructed, all required inspections are complete, the system is ready for testing and conveyance by the Agency of Jurisdiction, and all required as-built plans have been prepared, submitted, and formally accepted and approved by WASDA. Substantial Completion shall be certified in writing by the City upon verification that all conditions above have been satisfied.

If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Contractor shall pay the City liquidated damages in the specific amount determined upon contract award, per calendar day for each day of delay, beginning on the first calendar day following expiration of the Contract Time and continuing until the City formally certifies Substantial Completion.

Final Completion shall be achieved only when all remaining Work, including any punch list items, administrative requirements, and final documentation, is complete to the satisfaction of the City and accepted by the Agency of Jurisdiction. If the Contractor fails to achieve Final Completion within the Final Completion Time, the Contractor shall pay the City liquidated damages in the specific amount determined upon contract award, per calendar day for each day of delay, beginning on the first calendar day following expiration of the Final Completion Time and continuing until the City formally accepts Final Completion.

Liquidated damages for delay in achieving Substantial Completion and Final Completion are separate, cumulative, and enforceable independently. The parties acknowledge that actual damages resulting from delayed completion would be difficult to ascertain at the time of contracting, and that the amounts stated herein represent a reasonable estimate of such damages and are not a penalty. These liquidated damages are intended to compensate the City for loss of use, administrative costs, inconvenience, and other impacts resulting from the Contractor's failure to timely provide beneficial occupancy and full use of the Project.

3.8 WASTEWATER COLLECTION SYSTEM SCOPE (Phase 2)

The Project, assuming all area segments are awarded, shall include, but is not limited to, mobilization, demobilization, and the following construction:

- 9,576 linear feet (L.F.) of 8-inch PVC gravity sewer main,
- 229 L.F. of 8-inch DIP gravity sewer main,
- 40 pre-cast concrete manholes, and
- 4,898 L.F. of 6-inch sanitary sewer laterals.

The Contractor shall be solely responsible for providing all **Maintenance of Traffic (MOT) plans**, including implementation, and for securing and providing off-duty police officers for traffic control if required by the City or governing authorities. The Contractor shall also be responsible for the **temporary and permanent replacement or repair** of any sidewalk, sod, pavement markings, pavement, driveways, or other improvements damaged or removed as part of construction, as well as all other appurtenant and miscellaneous work required to achieve a **complete, fully operational, and City-accepted installation**.

Ancillary work shall include, but is not limited to: obtaining all necessary permits; providing dewatering and storm water pollution prevention measures; removal of unsuitable soils and installation

of approved backfill; sheeting and shoring as directed by the Engineer; transport and lawful disposal of demolition and construction debris; replacement and restoration of sod, shrubs, and trees; tree protection, trimming, and root pruning; and performing all work in accordance with time, weather, and safety limitations.

The Contractor shall perform all work, including any additional appurtenant or incidental items, necessary to deliver a **fully functional wastewater collection system**, complete, operational, and acceptable to the City. Any work reasonably inferable from the Contract Documents or necessary to meet the intent of the Project shall be included in the Contractor's scope and completed at no additional cost to the City.

3.9 ADDITIONAL CONTRACTOR QUALIFICATIONS

To be considered for the award of this Solicitation, the bidder must demonstrate that it meets the qualifications and has the experience, capacity, and resources to successfully execute this Project. Any Bidder that fails to meet all the following requirements may be deemed "NON-RESPONSIVE". As part of their bid proposal, Bidders must submit documentation that demonstrates compliance with the following criteria:

The Bidder must demonstrate that it has full-time personnel with the necessary experience to perform the Project's Scope of Work. This experience shall include work in successfully completed projects performed by the identified personnel whose bulk of work is similar in detail to the Project's Scope of Work described in these Solicitation Documents. Demonstrate the experience requirement by:

The Prime Bidder (Prime Contractor) and/or identified Sub-contractor must be licensed in the following disciplines in the state of Florida at the time of bid submittal:

a. FDOT MOT Certification
b. Certified General Contractor
c. Certified Underground Utility and Excavation Contractor

Providing a detailed description of at least three (3) projects similar in detail to the Project's Scope of Work described in these Solicitation Documents and in which the Bidder's identified personnel is currently engaged or has completed within the past five years. List and describe the aforementioned projects and state whether the work was performed for the County, other government clients, or private entities. The description must identify for each project:

1. The identified personnel and their assigned role and responsibilities for the listed project.
2. The client's name and address including a contact person and phone number for reference.
3. Description of work.
4. Total dollar value of the contract.
5. Contract duration.
6. Statement or notation of whether Bidder's referenced personnel is/was employed by the prime contractor or subcontractor, and
7. For completed projects, provide letters of certification of final acceptance or similar project closure documentation issued by the client and available Contractor's performance evaluations.

3.10 PROJECT COORDINATION & SCHEDULING

The Contractor shall keep the City fully and continuously informed of the status of the Work and all planned construction activities, and this obligation shall be ongoing and material to the Contract. The Contractor shall prepare, submit, and maintain a detailed Construction Schedule, in a format acceptable to the City, which shall be updated and resubmitted no less than weekly and shall accurately reflect actual progress, sequencing, manpower loading, and anticipated activities.

The Contractor shall also provide a rolling fourteen (14) day look-ahead schedule, updated weekly, identifying all planned work activities, locations, and any operations that may disrupt or impede City operations. Written notice shall be provided to the City at least twenty-four (24) hours in advance of any field activity, and such notice shall include the nature of the work, exact location, crew size, equipment to be used, and scheduled start and finish times.

The Contractor shall notify the City in writing within twenty-four (24) hours of any actual or anticipated delays, schedule slippage, conflicts with City operations, or deviations from previously submitted schedules. Failure to provide required schedules, updates, or notifications shall constitute a material breach of the Contract and may result in suspension of the affected work, withholding of payment, denial of time extensions, or assessment of damages resulting from uncoordinated work. The City reserves the right, at its sole discretion, to deny or reschedule any work activity to protect City operations without penalty or liability, and if the Contractor falls behind schedule, the Contractor shall, at no additional cost to the City, implement recovery measures acceptable to the City.

3.11 CLEAN UP

The Contractor shall be solely responsible for the removal and lawful disposal of all debris, refuse, and construction-related waste generated by the Project. All debris shall be transported and disposed of at an authorized dumping facility at the Contractor's expense. The Contractor shall restore, repair, or replace, to the satisfaction of the City, any existing improvements, surfaces, landscaping, or other areas damaged, disturbed, or otherwise affected by the Contractor's operations.

The Project site shall be maintained in a safe, orderly, and clean condition at all times. The Contractor shall ensure that all debris, equipment, and construction materials are removed from work areas at the end of each workday, leaving the site free of hazards and in a condition acceptable to the City. Failure to comply with these requirements shall be deemed a material breach of the Contract, and the City may take corrective action at the Contractor's expense without waiving any other rights or remedies under the Contract.

3.12 CONTRACTOR USE OF PREMISES

The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall conduct his work in such a manner as to avoid damage to public property. Any damage to existing structures of work of any kind, including permanent reference markers or property comer markers, or the interruption of a utility service, shall be 1repaired or restored promptly at no expense to the City.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for or will be required to replace or restore at no expense to the City all vegetation not protected or preserved as required herein that may be destroyed or damaged.

During the progress of the work, the Contractor shall keep the premises free from accumulations of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the City.

3.13 RESTORATION OF TRENCHES

Prior to commencing excavation, the asphalt surface shall be sawcut within the limits of the construction area. Temporary paving shall be placed the same day the trench is backfilled. The trench shall be backfilled up to a level one inch below the existing pavement surface and a temporary, cold mixed sand/asphalt pavement shall be constructed up to the level of the existing pavement surface.

Prior to completion of the work, the Contractor shall remove the one inch of cold mix and surplus backfill. He shall replace it with the specified compacted limerock base course and asphalt within the approved working limits. The temporary pavement shall be maintained by the Contractor in a condition satisfactory to the Engineer until its removal. No payment shall be made for temporary paving work and the cost for such work shall be included in the prices bid for other applicable items of work.

3.1.1 WARRANTY.

Bidder must include a warranty and/or guarantees of all material and labor that includes:

3.6.1 any conditions; and
3.6.2 guaranteed response time for repair; and
3.6.3 guaranteed replacement during the warranty period; and
3.6.4 life expectancy under normal use; and
3.6.5 Failures during the warranty period must be repaired or replaced to the satisfaction of the City; and
3.6.6 the term of the warranty.

At a minimum, Bidder/Contractor must warrant their Work to be free of significant defects in workmanship and materials for a period of one (1) year and if General Conditions are made part of the contract documents for this project, at a minimum, Bidder/Contractor must warrant their Work in accordance with the warranty requirements found in the General Conditions to the Contract.

If equipment is being provided, the standard manufacturer's warranty information must be provided in writing for all equipment being proposed and, if required by the warranty, such equipment must

be installed by an authorized installer before final payment is made. If the manufacturer's warranty is issued to the Bidder/contractor, Bidder/Contractor must assign it to the City.

3.6.7 DOCUMENTATION.

As a condition precedent to receipt of final payment, the Contractor shall execute, deliver, and obtain the City's acceptance of all documents required by any governmental agency, including the City, related to the Project. This includes, without limitation, all documents necessary for the conveyance, transfer, or legal acceptance of any property, facilities, improvements, or infrastructure constructed or affected under this Project. Final payment shall not be made until the City has received and approved all required documentation, and the City's determination of completeness and compliance shall be final and binding.

PERFORMANCE AND PAYMENT BONDS ARE REQUIRED FOR THIS PROJECT.

END OF SECTION

SECTION 4
BID FORM PACKAGE

As provided in the ITB, the following items must be attached to this Bid:

BID PACKAGE REQUIREMENTS	STATUS
TAB A. Bid Form Package.	
Form 1 – Bid Form Package Acknowledgement	
Form 2A. Bidder's Certification (if Company or Corporation)	
Form 2B. Bidder's Certification (if Partnership)	
Form 3. Single Execution Affidavits	
Form 4. Dispute Disclosure	
Form 5. Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions	
Form 6. Bidder's Qualifications Survey	
Form 7. Schedule of Values Bid Form	
Form 8.Reference List	
TAB B. Proof of Experience, as required under Section 1.7.2. of this ITB.	
TAB C. Safety Record, as required under Section 1.7.3. of this ITB.	
TAB D. Bidder's Qualifications, as required under Section 1.7.4. of this ITB.	
TAB E. Insurance Certificates, as required under Section 1.7.5. of this ITB.	
TAB F. Evidence of Bonding Capacity, as required under Section 1.7.6. of this ITB.	
Exhibit B Construction Contract MUST Be Signed and Returned as a part of the Bid Submittal confirming the Respondents Agreement to the Terms and Conditions herein.	

EXHIBITS

This competitive solicitation incorporates the following attachments, which should be reviewed thoroughly and, if applicable, completed prior to submitting a response to this competitive solicitation.

The City is attaching the following Attachments:

Exhibit A. Form of Performance and Payment Bonds
Exhibit B. Sample of Construction Contract
Exhibit C. Prevailing Wage Rates for Miami-Dade County Heavy Construction
Exhibit D. Project Limits Document prepared by SRS Engineering
Exhibit E. Plans and Specifications prepared by SRS Engineering
Exhibit F. Geotechnical Report prepared by NELCO Engineering
Exhibit G. Florida Department of Environmental Protection Grant Agreement

FORM 1

BID FORM PACKAGE ACKNOWLEDGEMENTS

I hereby propose to furnish the goods and services specified in the Invitation to **Bid, ITB No. PW2026-03.** I agree that my Bid will remain firm for a period of 180 days after opened by the City in order to allow the City adequate time to evaluate the Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the Firm named as the Proposing Firm and that said Firm is ready, willing, and able to perform if awarded the Agreement.

I further certify, under oath, that this Bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Bid; no officer, employee or agent of the City of South Miami or any other Bidder has an interest in said Bid. Furthermore, I certify that the undersigned executed this Bid Form with full knowledge and understanding of matters therein contained and was duly authorized.

I further certify that the Bidder acknowledges receipt of all Addenda issued by the City in connection with the ITB (Check the box next to each addendum received).

_____Addendum 1	_____Addendum 6
_____Addendum 2	_____Addendum 7
_____Addendum 3	_____Addendum 8
_____Addendum 4	_____Addendum 9
_____Addendum 5	_____ Addendum 10

Attached hereto are the following forms/documents which form a part of this Bid:

TAB A. Bid Form Package.
- Form 1. Bid Form Package Acknowledgement.
- Form 2A. Bidder's Certification (if Company or Corporation)
- Form 2B. Bidder's Certification (if Partnership)
- Form 3. Single Execution Affidavits
- Form 4. Dispute Disclosure
- Form 5. Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions
- Form 6. Bidder's Qualifications Survey
- Form 7. Schedule of Values Bid Form
- Form 8. Reference List

TAB B. Proof of Experience, as required under Section 1.7.2 of this ITB.
TAB C. Safety Record, as required under Section 1.7.3. of this ITB.
TAB D. Bidder's Qualifications, as required under Section 1.7.4. of this ITB.
TAB E. Insurance Certificates, as required under Section 1.7.5. of this ITB.
TAB F. Evidence of Bonding Capacity, as required under **Section 1.7.6. of this ITB.**

FORM 1
BID FORM PACKAGE ACKNOWLEDGEMENTS (CONTINUED)

_____
NAME OF BIDDER FIRM

_____
SIGNATURE OF BIDDER

_____
NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

_____

_____

(____) _____
TELEPHONE NUMBER

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of _____physical presence or _ online notarization, this _____day of _____, 20___, by_____ _____(name of person) as _____(type of authority) for _____(name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or

_____Produced identification (Type of Identification:_____ _____)
_____Did take an oath; or
_____Did not take an oath

FORM 2A
BIDDER'S CERTIFICATION
(if Company or Corporation)

CERTIFICATE
STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of

_____
a corporation or company existing under the laws of the State of _____,
held on _____, 2026, the following resolution was duly passed and adopted:

RESOLVED, that, as _____of the Corporation/Company, be and is hereby authorized to execute the Bid dated, _____, 2026 to the City of South Miami for **ITB No. PW2026-03 "PHASE II SEPTIC TO SEWER PROJECT"** Project, and that this execution thereof, attested by the Secretary of the Corporation/Company, and with the Corporate/Company Seal affixed, shall be the official act and deed of this Corporation/Company.

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of corporation/company on this the _____of _____, 2026.

_____
Secretary

(SEAL)

FORM 2B
BIDDER'S CERTIFICATION

(if Partnership)

CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of _____ _____, a partnership existing under the laws of the State of _____, held on _____, 2026, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to execute the Bid dated _____, 2026, to the City of South Miami for **ITB No. PW2026-03 "PHASE II SEPTIC TO SEWER PROJECT,"** Project from this partnership and that his execution of thereof, attested by the shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____, day of _____, 2026.

_____
Secretary

(SEAL)

FORM 3
SINGLE EXECUTION AFFIDAVITS
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE BIDDER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE BIDDER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE BIDDER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A BID/BID. THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE CITY OF SOUTH MIAMI AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is:_____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have an FEIN, include the Social Security Number of the individual signing

this sworn statement. SS#:_____)

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
Bidder Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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, and 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 relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

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

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the

entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

_____

Bidder Initials

No Conflict of Interest or Contingent Fee Affidavit

Bidder warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Bidder also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County and City of South Miami conflict of interest or code of ethics ordinances. Further, Bidder acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Bidder should the Bidder be selected for the performance of this contract.

_____

Bidder Initials

Business Entity Affidavit

Bidder hereby recognizes and certifies that no elected official, board member, or employee of the City of South Miami (the " City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder recognizes that with respect to this transaction or bid, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or

the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing the goods or services for which the bid or Bid is submitted and may be further disqualified from submitting any future bids or Bid for goods or services to City.

_____
Bidder Initials

Anti-Collusion Affidavit

1. Bidder/Bidder has personal knowledge of the matters set forth in its Bid/Bid and is fully informed respecting the preparation and contents of the attached Bid/Bid and all pertinent circumstances respecting the Bid/Bid;
2. The Bid/Bid is genuine and is not a collusive or sham Bid/Bid; and
3. Neither the Bidder/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder/Bidder, firm, or person to submit a collusive or sham Bid/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/Bidder, firm, or person to fix the price or prices in the attached Bid/Bid or of any other Bidder/Bidder, or to fix any overhead, profit, or cost element of the Bid/Bid price or the Bid/Bid price of any other Bidder/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract.

_____
Bidder Initials

Scrutinized Company Certification

1. Bidder certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Bidder or its subcontractors are found to have submitted a false certification; or if the Bidder, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Bidder certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Bidder, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Bidder, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Bidder agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

_____
Bidder Initials

Drug-Free Workplace Affidavit

Bidder hereby recognizes that, pursuant to F.S. § 287.087, preference shall be given to businesses with drug-free workplace programs when two bids/Bid are equal with respect to price, quality, and service. Bidder understands that in order to qualify as a drug-free workplace, Bidder must:

a) 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.

b) Inform employees about the dangers of drug abuse in the workplace, the Bidder'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.

1) Give each employee engaged in providing commodities or contractual services under the ITB a copy of the statement specified in subsection (1).
2) Notify employees that, as a condition of working on the commodities or contractual services under the ITB, the employee must 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.
3) 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.
4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

☐ The entity submitting this sworn statement is a drug-free workplace and is in full compliance with the requirements set forth under F.S. § 287.087.

☐ The entity submitting this sworn statement is not a drug-free workplace.

_____
Bidder Initials

City Non-Discrimination Requirements Affidavit

Bidder understands that pursuant to Section 3-1.1 of the Code of the City of South Miami, the City will not enter into or award a contract to an entity engaged in a boycott.

Bidder understands that "Boycott" as defined under Section 3-1.1 of the Code of the City of South Miami means to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, national origin, religion, sex, gender identity, sexual orientation, marital or familial status, age, or disability in a discriminatory manner. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.

Bidder certifies that it is not engaged in a boycott, and is in full compliance with Section 3-1.1 of the Code of the City of South Miami.

_____
Bidder Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to comply with all requirements of **ITB No. PW2026-03** and any addendum/addenda related thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Commission or City Manager, as applicable.
4. Contractor warrants that all information provided by it in connection with this Bid is true and accurate.

_____
Bidder Initials

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS.]

In the presence of:

Witness #1 Print Name: _____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of _____physical presence or _ online notarization, this _____day of _____, 20___, by_____ _____(name of person) as _____(type of authority) for _____(name of party on behalf of whom instrument is executed).

_____

Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or

_____Produced identification (Type of Identification:_____ _____)

_____Did take an oath; or

_____Did not take an oath

FORM 4
DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid or Bid for the City of South Miami.

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____day of _____, 20____, by_____(name of person) as _____(type of authority) for _____(name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or

_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

FORM 5
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Business Name_____

Date_____ By:_____
Signature of Authorized Representative

_____
Name and Title of Authorized Representative

FORM 6
BIDDER'S QUALIFICATIONS SURVEY

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the ITB, you certify that any and all information contained in the bid is true, that your response to the ITB is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the ITB for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the ITB, and certify that you are authorized to sign for the Bidder's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

_____
Firm Name

_____
Principal Business Address

_____
Telephone Number Facsimile Number

_____
Email Address

_____
Federal I.D. No. or Social Security Number

_____
Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

_____
Document Number Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

_____
Category License No. Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):
□ Individual □ Partnership □ Corporation □ LLC □ LLP □ Other_____

Please identify the Firm's primary business:_____

Please identify the number of continuous years your Firm has performed its primary business: ___

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to $X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name _____ Insurance Carrier Contact Person _____

Insurance Carrier Address _____ Telephone No. _____ Email _____

Has the Firm filed any insurance claims in the last five (5) years? □ No □ Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:
□ No □ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Bidder certifies that the information contained herein is complete and accurate to the best of Bidder's knowledge.

Firm: _____

Authorized Signature: _____ Date: _____

_____

Print or Type Name: _____ Title: _____

FORM 7
SCHEDULE OF VALUES BID FORMS

"RESPONDENTS SHALL COMPLETE AND SUBMIT THE "SCHEDULE OF VALUES" FORM IN ITS ENTIRETY. BIDS FOR EVERY SINGLE AREA OF THE PROJECT MUST BE SUBMITTED. FAILURE TO DO SO, MAY RENDER A RESPONDENT'S PROPOSAL AS NON-RESPONSIVE"

The City anticipates awarding a construction contract to the Successful Bidder(s) for the performance of the Work for all or a portion of the Areas identified under Section 3.4 of this ITB, the Limits Plan, attached hereto as Exhibit "D," and the Design Plans, Permit Construction Drawings and Specifications, attached hereto as Exhibit "E." Bidders specifically acknowledge that the City may, at its sole discretion, remove any Area(s) from the Project scope and award a contract for only the remaining Area(s) to the Successful Respondent(s).

Compensation for the performance of the Work for all or a portion of the Areas shall be based upon the corresponding total bid value submitted for the specific Area(s), as identified in Form 7, the "Schedule of Values Bid Form." The City may elect to issue multiple Notice to Proceed letters to perform the Work for all or portions of Areas.

BID PROPOSAL

CITY OF SOUTH MIAMI

AREAS 1 THROUGH 9

BID PROPOSAL

CITY OF SOUTH MIAMI
AREA 1 (MH 49 TO MH 50) - GRAVITY SEWER - PHASE 2

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1	For furnishing and delivering to the Department 8-inch PVC (C900) DR 25, (C.I.O.D.), (9.5" O.D.) colored green pipe with neoprene gaskets for sanitary sewer main	Linear Feet	567		
2	For installing 8" PVC (C-900) pipe for sanitary sewer main (6 to 7.99-feet)	Linear Feet	504		
3	For installing 8" PVC (C-900) pipe for sanitary sewer main (8 to 9.99 feet)	Linear Feet	63		
4	For furnishing and delivering to the Department precast Reinforced Concrete Manhole for 6 ft. to 7.99 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	2		
5	For installing Precast reinforced Concrete Manhole with frame and cover for 6 ft. to 7.99 ft. depths, with concentric/eccentric corbel, complete.	Each	2		
6	For furnishing and installing 8 x 6-inch PVC (C-900) wye branch connection for sanitary sewer	Each	9		
7	For furnishing and delivering to the Department 6-inch PVC (C-900) sanitary sewer lateral, including fittings and clean-out assemblies, complete	Linear Feet	237		
8	For installing 6-inch PVC (C-900) sanitary sewer lateral, including fittings and clean-out assemblies, complete	Linear Feet	237		
9	For constructing limerock base for **Type "V"** permanent pavement repairs on **NON FDOT Roads,** including the laterals	Square Yards	338		
10	For constructing **Type "V",** 1-inch (SP-9.5) of asphaltic concrete surface course permanent pavement repairs **NON FDOT Roads**, including the laterals	Square Yards	338		
11	For restoring sodded area	Square Yards	1,785		
12	As-Built Drawing	Lump Sum	1		
13	For constructing **Type "V"** permanent pavement repairs for over the entire roadway including the trench repair area (nominal 1-inch, SP-9.5), **NON FDOT Roads**	Square Yards	1,272		
14	For replacing pavement markings damaged, removed or obliterated by the Contractor's operation	Lump Sum	1		
15	For milling the entire roadway (nominal 1-inch thick, SP-9.5) excluding at the area where the new 1-inch of asphalt was placed. Apply tack coat on all milled surfaces	Square Yards	934		
16	For constructing 8-inch limerock base for permanent pavement repairs on **Driveways**	Square Yards	282		
17	For constructing 1-inch (SP-9.5) asphaltic concrete surface **Driveway** restoration to match existing	Square Yards	127		
18	For constructing concrete driveway restoration to match existing	Square Yards	34		
19	For constructing gravel driveway restoration to match existing	Square Yards	30		
20	For constructing brick paver driveway restoration to match existing	Square Yards	91		
21	For performing preparatory work and operations in mobilizing for beginning the work of the Project, including preparation and acceptance of MOT	Aggregate Sum	1		
22	**The SUM of Item Nos. 1 through 21**	**SUBTOTAL**			

BID PROPOSAL

CITY OF SOUTH MIAMI
AREA 1 (MH 49 TO MH 50) - GRAVITY SEWER - PHASE 2

ITEM	CONTINGENCY ITEMS	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
23	For unforeseen conditions, for minor construction changes, and for quantity adjustments, if ordered by the Engineer.	Lum Sump	1	$40,000.00	$40,000.00
24	For providing uniformed, off-duty police officers for the purpose of maintenance of traffic.	Lum Sump	1	$4,000.00	$4,000.00
25	**The SUM of Item Nos. 23 to 24**	**SUBTOTAL CONTINGENCY**			**$44,000.00**

26	**The SUM of Item Nos. 22 and 25**	**TOTAL BID**	

NOTES:

1 Contractor needs to pull a Public Works permit. The City will wave all permits fees.

2 Bid item quantities are based on the Engineer's estimate. Payments will be made based on field-verified quantities confirmed by the Engineer/Inspector.

BID PROPOSAL

CITY OF SOUTH MIAMI
AREA 2 (MH 52 TO MH 39) - GRAVITY SEWER - PHASE 2

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1	For furnishing and delivering to the Department 8-inch PVC (C900) DR 25, (C.I.O.D.), (9.5" O.D.) colored green pipe with neoprene gaskets for sanitary sewer main	Linear Feet	704		
2	For installing 8" PVC (C-900) pipe for sanitary sewer main (10 to 11.99 feet)	Linear Feet	353		
3	For installing 8" PVC (C-900) pipe for sanitary sewer main (12 to 13.99 feet)	Linear Feet	351		
4	For furnishing and delivering to the Department precast Reinforced Concrete Manhole for 10 ft. to 11.99 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	2		
5	For installing Precast reinforced Concrete Manhole with frame and cover for 10 ft. to 11.99 ft. depths, with concentric/eccentric corbel, complete.	Each	2		
6	For furnishing and delivering to the Department precast Reinforced Concrete Manhole for >12 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	1		
7	For installing Precast reinforced Concrete Manhole with frame and cover for >12 ft. depths, with concentric/eccentric corbel, complete.	Each	1		
8	For furnishing and installing 8 x 6-inch PVC (C-900) Wye branch connection for sanitary sewer	Each	10		
9	For furnishing and delivering to the Department 6-inch PVC (C-900) sanitary sewer lateral, including fittings and clean-out assemblies, complete	Linear Feet	263		
10	For installing 6-inch PVC (C-900) sanitary sewer lateral, including fittings and clean-out assemblies, complete	Linear Feet	263		
11	For constructing limerock base for **Type "V"** permanent pavement repairs on **NON FDOT Roads,** including the laterals	Square Yards	418		
12	For constructing **Type "V",** 1-inch (SP-9.5) of asphaltic concrete surface course permanent pavement repairs **NON FDOT Roads**, including the laterals	Square Yards	418		
13	For restoring sodded area	Square Yards	1,673		
14	As-Built Drawing	Lump Sum	1		
15	For constructing **Type "V"** permanent pavement repairs for over the entire roadway including the trench repair area (nominal 1-inch, SP-9.5), **NON FDOT Roads**	Square Yards	1,870		
16	For replacing pavement markings damaged, removed or obliterated by the Contractor's operation	Lump Sum	1		
17	For milling the entire roadway (nominal 1-inch thick, SP-9.5) excluding at the area where the new 1-inch of asphalt was placed. Apply tack coat on all milled surfaces	Square Yards	1,452		
18	For constructing 8-inch limerock base for permanent pavement repairs on **Driveways**	Square Yards	389		
19	For constructing 1-inch (SP-9.5) asphaltic concrete surface **Driveway** restoration to match existing	Square Yards	233		
20	For constructing concrete driveway restoration to match existing	Square Yards	28		
21	For constructing brick paver driveway restoration to match existing	Square Yards	110		
22	For constructing gravel driveway restoration to match existing	Square Yards	20		
23	For performing preparatory work and operations in mobilizing for beginning the work of the Project, including preparation and acceptance of MOT	Aggregate Sum	1		
24	**The SUM of Item Nos. 1 through 23**	**SUBTOTAL**			

BID PROPOSAL

CITY OF SOUTH MIAMI
AREA 2 (MH 52 TO MH 39) - GRAVITY SEWER - PHASE 2

ITEM	CONTINGENCY ITEMS	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
25	For unforeseen conditions, for minor construction changes, and for quantity adjustments, if ordered by the Engineer.	Lum Sump	1	$40,000.00	$40,000.00
26	For providing uniformed, off-duty police officers for the purpose of maintenance of traffic.	Lum Sump	1	$4,000.00	$4,000.00
27	**The SUM of Item Nos. 25 to 26**	**SUBTOTAL CONTINGENCY**			**$44,000.00**

28	**The SUM of Item Nos. 24 and 27**	**TOTAL BID**	

NOTES:

1 Contractor needs to pull a Public Works permit. The City will wave all permits fees.

2 Bid item quantities are based on the Engineer's estimate. Payments will be made based on field-verified quantities confirmed by the Engineer/Inspector.

BID PROPOSAL

CITY OF SOUTH MIAMI
AREA 3 (MH 37 TO MH 39) - GRAVITY SEWER - PHASE 2

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1	For furnishing and delivering to the Department 8-inch PVC (C900) DR 25, (C.I.O.D.), (9.5" O.D.) colored green pipe with neoprene gaskets for sanitary sewer main	Linear Feet	611		
2	For installing 8" PVC (C-900) pipe for sanitary sewer main (8 to 9.99 feet)	Linear Feet	450		
3	For installing 8" PVC (C-900) pipe for sanitary sewer main (10 to 11.99 feet)	Linear Feet	161		
4	For furnishing and delivering to the Department precast Reinforced Concrete Manhole for 8 ft. to 9.99 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	2		
5	For installing Precast reinforced Concrete Manhole with frame and cover for 8 ft. to 9.99 ft. depths, with concentric/eccentric corbel, complete.	Each	2		
6	For furnishing and installing 8 x 6-inch PVC (C-900) Wye branch connection for sanitary sewer	Each	15		
7	For furnishing and delivering to the Department 6-inch PVC (C-900) sanitary sewer lateral, including fittings and clean-out assemblies, complete	Linear Feet	391		
8	For installing 6-inch PVC (C-900) sanitary sewer lateral, including fittings and clean-out assemblies, complete	Linear Feet	391		
9	For constructing limerock base for **Type "V"** permanent pavement repairs on **NON FDOT Roads,** including the laterals	Square Yards	388		
10	For constructing **Type "V",** 1-inch (SP-9.5) of asphaltic concrete surface course permanent pavement repairs **NON FDOT Roads**, including the laterals	Square Yards	388		
11	For restoring sodded area	Square Yards	1,407		
12	As-Built Drawing	Lump Sum	1		
13	For constructing **Type "V"** permanent pavement repairs for over the entire roadway including the trench repair area (nominal 1-inch, SP-9.5), **NON FDOT Roads**	Square Yards	1,540		
14	For replacing pavement markings damaged, removed or obliterated by the Contractor's operation	Lump Sum	1		
15	For milling the entire roadway (nominal 1-inch thick, SP-9.5) excluding at the area where the new 1-inch of asphalt was placed. Apply tack coat on all milled surfaces	Square Yards	1,152		
16	For constructing 8-inch limerock base for permanent pavement repairs on **Driveways**	Square Yards	689		
17	For constructing 1-inch (SP-9.5) asphaltic concrete surface **Driveway** restoration to match existing	Square Yards	158		
18	For constructing concrete driveway restoration to match existing	Square Yards	122		
19	For constructing brick paver driveway restoration to match existing	Square Yards	182		
20	For constructing gravel driveway restoration to match existing	Square Yards	225		
21	For performing preparatory work and operations in mobilizing for beginning the work of the Project, including preparation and acceptance of MOT	Aggregate Sum	1		
22	**The SUM of Item Nos. 1 through 21**	**SUBTOTAL**			

BID PROPOSAL

CITY OF SOUTH MIAMI

AREA 3 (MH 37 TO MH 39) - GRAVITY SEWER - PHASE 2

ITEM	CONTINGENCY ITEMS	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
23	For unforeseen conditions, for minor construction changes, and for quantity adjustments, if ordered by the Engineer.	Lum Sump	1	$40,000.00	$40,000.00
24	For providing uniformed, off-duty police officers for the purpose of maintenance of traffic.	Lum Sump	1	$4,000.00	$4,000.00
25	**The SUM of Item Nos. 23 to 24**	**SUBTOTAL CONTINGENCY**			**$44,000.00**

26	**The SUM of Item Nos. 22 and 25**	**TOTAL BID**	

NOTES:

1 Contractor needs to pull a Public Works permit. The City will wave all permits fees.

2 Bid item quantities are based on the Engineer's estimate. Payments will be made based on field-verified quantities confirmed by the Engineer/Inspector.

BID PROPOSAL

CITY OF SOUTH MIAMI
AREA 4 (MH 16 TO MH 14) - GRAVITY SEWER - PHASE 2

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1	For furnishing and delivering to the Department 8-inch zinc-coated ductile iron pipe for sanitary sewer main	Linear Feet	650		
2	For installing 8-inch ductile iron pipe for sanitary sewer main (greater than 14 feet or in accordance with zoning)	Linear Feet	650		
3	For furnishing and delivering to the Department precast Reinforced Concrete Manhole for >12 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	1		
4	For installing Precast reinforced Concrete Manhole with frame and cover for >12 ft. depths, with concentric/eccentric corbel, complete.	Each	1		
5	For furnishing and delivering to the Department precast Reinforced Concrete DROP Manhole for >12 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	1		
6	For installing Precast reinforced Concrete Manhole with drop connections frame and cover for >12 ft. depths, with concentric/eccentric corbel, complete.	Each	1		
7	For furnishing and installing 8 x 6-inch PVC (C-900) Wye branch connection for sanitary sewer. Tee connection for more than 7' depth.	Each	11		
8	For furnishing and delivering to the Department 6-inch PVC (C-900) sanitary sewer lateral, including fittings and clean-out assemblies, complete	Linear Feet	288		
9	For installing 6-inch PVC (C-900) sanitary sewer lateral, including fittings and clean-out assemblies, complete	Linear Feet	288		
10	For constructing limerock base for **Type "V"** permanent pavement repairs on **NON FDOT Roads,** including the laterals	Square Yards	388		
11	For constructing **Type "V",** 1-inch (SP-9.5) of asphaltic concrete surface course permanent pavement repairs **NON FDOT Roads**, including the laterals	Square Yards	388		
12	For restoring sodded area	Square Yards	1,475		
13	As-Built Drawing	Lump Sum	1		
14	For constructing **Type "V"** permanent pavement repairs for over the entire roadway including the trench repair area (nominal 1-inch, SP-9.5), **NON FDOT Roads**	Square Yards	1,453		
15	For replacing pavement markings damaged, removed or obliterated by the Contractor's operation	Lump Sum	1		
16	For milling the entire roadway (nominal 1-inch thick, SP-9.5) excluding at the area where the new 1-inch of asphalt was placed. Apply tack coat on all milled surfaces	Square Yards	1,065		
17	For constructing 8-inch limerock base for permanent pavement repairs on **Driveways**	Square Yards	455		
18	For constructing 1-inch (SP-9.5) asphaltic concrete surface **Driveway** restoration to match existing	Square Yards	218		
19	For constructing tile driveway restoration to match existing	Square Yards	102		
20	For constructing brick paver driveway restoration to match existing	Square Yards	94		
21	For constructing gravel driveway restoration to match existing	Square Yards	41		
22	For performing preparatory work and operations in mobilizing for beginning the work of the Project, including preparation and acceptance of MOT	Aggregate Sum	1		
23	**The SUM of Item Nos. 1 through 22**	**SUBTOTAL**			

BID PROPOSAL

CITY OF SOUTH MIAMI

AREA 4 (MH 16 TO MH 14) - GRAVITY SEWER - PHASE 2

ITEM	CONTINGENCY ITEMS	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
24	For unforeseen conditions, for minor construction changes, and for quantity adjustments, if ordered by the Engineer.	Lum Sump	1	$40,000.00	$40,000.00
25	For providing uniformed, off-duty police officers for the purpose of maintenance of traffic.	Lum Sump	1	$4,000.00	$4,000.00
26	**The SUM of Item Nos. 24 to 25**	**SUBTOTAL CONTINGENCY**			**$44,000.00**

27	**The SUM of Item Nos. 23 and 26**	**TOTAL BID**	

NOTES:

1 Contractor needs to pull a Public Works permit. The City will wave all permits fees.

2 Bid item quantities are based on the Engineer's estimate. Payments will be made based on field-verified quantities confirmed by the Engineer/Inspector.

BID PROPOSAL

CITY OF SOUTH MIAMI

AREA 5 (MH 14 TO MH 35) - GRAVITY SEWER - PHASE 2

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1	For furnishing and delivering to the Department 8-inch zinc-coated ductile iron pipe for sanitary sewer main	Linear Feet	73		
2	For installing 8-inch ductile iron pipe for sanitary sewer main (greater than 14 feet or in accordance with zoning)	Linear Feet	73		
3	For furnishing and delivering to the Department 8-inch PVC (C900) DR 25, (C.I.O.D.), (9.5" O.D.) colored green pipe with neoprene gaskets for sanitary sewer main	Linear Feet	560		
4	For installing 8" PVC (C-900) pipe for sanitary sewer main (6 to 7.99-feet)	Linear Feet	412		
5	For installing 8" PVC (C-900) pipe for sanitary sewer main (8 to 9.99-feet)	Linear Feet	148		
6	For furnishing and delivering to the Department precast Reinforced Concrete Manhole for 6 ft. to 7.99 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	2		
7	For installing Precast reinforced Concrete Manhole with frame and cover for 6 ft. to 7.99 ft. depths, with concentric/eccentric corbel, complete.	Each	2		
8	For furnishing and delivering to the Department precast Reinforced Concrete DROP Manhole for >12 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	1		
9	For installing Precast reinforced Concrete Manhole with drop connections frame and cover for >12 ft. depths, with concentric/eccentric corbel, complete.	Each	1		
10	For furnishing and installing 8 x 6-inch PVC (C-900) Wye branch connection for sanitary sewer. Tee connection for more than 7' depth.	Each	14		
11	For furnishing and delivering to the Department 6-inch PVC (C-900) sanitary sewer lateral, including fittings and clean-out assemblies, complete	Linear Feet	364		
12	For installing 6-inch PVC (C-900) sanitary sewer lateral, including fittings and clean-out assemblies, complete	Linear Feet	364		
13	For constructing limerock base for **Type "V"** permanent pavement repairs on **NON FDOT Roads,** including the laterals	Square Yards	394		
14	For constructing **Type "V",** 1-inch (SP-9.5) of asphaltic concrete surface course permanent pavement repairs **NON FDOT Roads**, including the laterals	Square Yards	394		
15	For restoring sodded area	Square Yards	1,776		
16	As-Built Drawing	Lump Sum	1		
17	For constructing **Type "V"** permanent pavement repairs for over the entire roadway including the trench repair area (nominal 1-inch, SP-9.5), **NON FDOT Roads**	Square Yards	1,567		
18	For replacing pavement markings damaged, removed or obliterated by the Contractor's operation	Lump Sum	1		
19	For milling the entire roadway (nominal 1-inch thick, SP-9.5) excluding at the area where the new 1-inch of asphalt was placed. Apply tack coat on all milled surfaces	Square Yards	1,173		
20	For constructing 8-inch limerock base for permanent pavement repairs on **Driveways**	Square Yards	375		
21	For constructing 1-inch (SP-9.5) asphaltic concrete surface **Driveway** restoration to match existing	Square Yards	105		
22	For constructing concrete driveway restoration to match existing	Square Yards	48		

BID PROPOSAL

CITY OF SOUTH MIAMI

AREA 5 (MH 14 TO MH 35) - GRAVITY SEWER - PHASE 2

23	For constructing tile driveway restoration to match existing	Square Yards	35		
24	For constructing brick paver driveway restoration to match existing	Square Yards	187		
25	For performing preparatory work and operations in mobilizing for beginning the work of the Project, including preparation and acceptance of MOT	Aggregate Sum	1		
26	**The SUM of Item Nos. 1 through 25**	**SUBTOTAL**			

ITEM	CONTINGENCY ITEMS	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
27	For unforeseen conditions, for minor construction changes, and for quantity adjustments, if ordered by the Engineer.	Lum Sump	1	$40,000.00	$40,000.00
28	For providing uniformed, off-duty police officers for the purpose of maintenance of traffic.	Lum Sump	1	$4,000.00	$4,000.00
29	**The SUM of Item Nos. 27 to 28**	**SUBTOTAL CONTINGENCY**			**$44,000.00**

30	**The SUM of Item Nos. 26 and 29**	**TOTAL BID**	

NOTES:

1 Contractor needs to pull a Public Works permit. The City will wave all permits fees.

2 Bid item quantities are based on the Engineer's estimate. Payments will be made based on field-verified quantities confirmed by the Engineer/Inspector.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

CITY OF SOUTH MIAMI
PHASE 2, AREA 6 - GRAVITY SEWER
FROM MH-1 TO MH-6 (INCLUSIVE) AND TO MH-53 (EXCLUSIVE)

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1	For furnishing and delivering to the Department 8-inch PVC (C900) DR 25, (C.I.O.D.), (9.5" O.D.) colored green pipe with neoprene gaskets for sanitary sewer main	Linear Feet	1,752		
2	For installing 8" PVC (C-900) pipe for sanitary sewer main (6 to 7.99-feet)	Linear Feet	234		
3	For installing 8" PVC (C-900) pipe for sanitary sewer main (8 to 9.99 feet)	Linear Feet	534		
4	For installing 8" PVC (C-900) pipe for sanitary sewer main (10 to 11.99 feet)	Linear Feet	984		
5	For furnishing and delivering to the Department precast Reinforced Concrete Manhole for 6 ft. to 7.99 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	1		
6	For installing Precast reinforced Concrete Manhole with frame and cover for 6 ft. to 7.99 ft. depths, with concentric/eccentric corbel, complete.	Each	1		
7	For furnishing and delivering to the Department precast Reinforced Concrete Manhole for 8 ft. to 9.99 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	3		
8	For installing Precast reinforced Concrete Manhole with frame and cover for 8 ft. to 9.99 ft. depths, with concentric/eccentric corbel, complete.	Each	3		
9	For furnishing and delivering to the Department precast Reinforced Concrete Manhole for 10 ft. to 11.99 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	1		
10	For installing Precast reinforced Concrete Manhole with frame and cover for 10 ft. to 11.99 ft. depths, with concentric/eccentric corbel, complete.	Each	1		
11	For furnishing and delivering to the Department precast Reinforced Concrete **DROP** Manhole for 10 ft. to 11.99 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	1		
12	For installing Precast reinforced Concrete Manhole with **DROP** connections frame and cover for 10 ft. to 11.99 ft. depths, with concentric/eccentric corbel, complete.	Each	1		
13	For furnishing and delivering to the Department precast Reinforced Concrete Manhole for >12 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	1		
14	For installing Precast reinforced Concrete Manhole with frame and cover for >12 ft. depths, with concentric/eccentric corbel, complete.	Each	1		
15	For furnishing and installing 8 x 6-inch PVC (C-900) Wye branch connection for sanitary sewer. Tee connection for more than 7' depth.	Each	24		
16	For furnishing and delivering to the Department 6-inch PVC (C-900) sanitary sewer lateral, including fittings and clean-out assemblies, complete	Linear Feet	787		
17	For installing 6-inch PVC (C-900) sanitary sewer lateral, including fittings and clean-out assemblies, complete	Linear Feet	787		
18	For constructing limerock base for **Type "V"** permanent pavement repairs on **NON FDOT Roads,** including the laterals	Square Yards	945		
19	For constructing **Type "V",** 1-inch (SP-9.5) of asphaltic concrete surface course permanent pavement repairs **NON FDOT Roads**, including the laterals	Square Yards	945		
20	For restoring sodded areas	Square Yards	6,036		
21	For as-built drawings	Lump Sum	1		

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

CITY OF SOUTH MIAMI
PHASE 2, AREA 6 - GRAVITY SEWER
FROM MH-1 TO MH-6 (INCLUSIVE) AND TO MH-53 (EXCLUSIVE)

22	For constructing **Type "V"** permanent pavement repairs for over the entire roadway including the trench repair area (nominal 1-inch, SP-9.5), **NON FDOT Roads**	Square Yards	4,456		
23	For replacing pavement markings damaged, removed or obliterated by the Contractor's operation	Lump Sum	1		
24	For milling the entire roadway (nominal 1-inch thick, SP-9.5) excluding at the area where the new 1-inch of asphalt was placed. Apply tack coat on all milled surfaces	Square Yards	3,511		
25	For constructing 8-inch limerock base for permanent pavement repairs on **Driveways**	Square Yards	1,156		
26	For constructing 1-inch (SP-9.5) asphaltic concrete surface **Driveway** restoration to match existing	Square Yards	549		
27	For constructing concrete driveway restoration to match existing	Square Yards	116		
28	For constructing brick paver driveway restoration to match existing	Square Yards	491		
29	For performing preparatory work and operations in mobilizing for beginning the work of the Project, including preparation and acceptance of MOT	Lump Sum	1		
30	**The SUM of Item Nos. 1 through 29**	**SUBTOTAL**			

ITEM	CONTINGENCY ITEMS	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
31	For unforeseen conditions, for minor construction changes, and for quantity adjustments, if ordered by the Engineer.	Lump Sum	1	$40,000.00	$40,000.00
32	For providing uniformed, off-duty police officers for the purpose of maintenance of traffic.	Lump Sum	1	$4,000.00	$4,000.00
33	**The SUM of Item Nos. 31 to 32**	**SUBTOTAL CONTINGENCY**			**$44,000.00**

34	**The SUM of Item Nos. 30 and 33**	**TOTAL BID**	

NOTES:

1 Contractor needs to pull a Public Works permit. The City will waive all permit fees.

2 Bid item quantities are based on the Engineer's estimate. Payments will be made based on field-verified quantities confirmed by the Engineer/Inspector.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

CITY OF SOUTH MIAMI
PHASE 2, AREA 7 - GRAVITY SEWER
FROM MH-6 (EXCLUSIVE) TO MH-8 (INCLUSIVE)
AND FROM MH-7 TO MH-20 (INCLUSIVE)

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1	For furnishing and delivering to the Department 8-inch PVC (C900) DR 25, (C.I.O.D.), (9.5" O.D.) colored green pipe with neoprene gaskets for sanitary sewer main	Linear Feet	1,021		
2	For installing 8" PVC (C-900) pipe for sanitary sewer main (6 to 7.99-feet)	Linear Feet	708		
3	For installing 8" PVC (C-900) pipe for sanitary sewer main (8 to 9.99 feet)	Linear Feet	313		
4	For furnishing and delivering to the Department precast Reinforced Concrete Manhole for 6 ft. to 7.99 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	4		
5	For installing Precast reinforced Concrete Manhole with frame and cover for 6 ft. to 7.99 ft. depths, with concentric/eccentric corbel, complete.	Each	4		
6	For furnishing and delivering to the Department precast Reinforced Concrete Manhole for 8 ft. to 9.99 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	1		
7	For installing Precast reinforced Concrete Manhole with frame and cover for 8 ft. to 9.99 ft. depths, with concentric/eccentric corbel, complete.	Each	1		
8	For furnishing and installing 8 x 6-inch PVC (C-900) Wye branch connection for sanitary sewer. Tee connection for more than 7' depth.	Each	18		
9	For furnishing and delivering to the Department 6-inch PVC (C-900) sanitary sewer lateral, including fittings and clean-out assemblies, complete	Linear Feet	453		
10	For installing 6-inch PVC (C-900) sanitary sewer lateral, including fittings and clean-out assemblies, complete	Linear Feet	453		
11	For constructing limerock base for **Type "V"** permanent pavement repairs on **NON FDOT Roads,** including the laterals	Square Yards	569		
12	For constructing **Type "V",** 1-inch (SP-9.5) of asphaltic concrete surface course permanent pavement repairs **NON FDOT Roads**, including the laterals	Square Yards	569		
13	For restoring sodded areas	Square Yards	2,050		
14	For as-built drawings	Lump Sum	1		
15	For constructing **Type "V"** permanent pavement repairs for over the entire roadway including the trench repair area (nominal 1-inch, SP-9.5), **NON FDOT Roads**	Square Yards	2,128		
16	For replacing pavement markings damaged, removed or obliterated by the Contractor's operation	Lump Sum	1		
17	For milling the entire roadway (nominal 1-inch thick, SP-9.5) excluding at the area where the new 1-inch of asphalt was placed. Apply tack coat on all milled surfaces	Square Yards	1,559		
18	For constructing 8-inch limerock base for permanent pavement repairs on **Driveways**	Square Yards	552		
19	For constructing 1-inch (SP-9.5) asphaltic concrete surface **Driveway** restoration to match existing	Square Yards	375		
20	For constructing concrete driveway restoration to match existing	Square Yards	27		
21	For constructing brick paver driveway restoration to match existing	Square Yards	150		
22	For performing preparatory work and operations in mobilizing for beginning the work of the Project, including preparation and acceptance of MOT	Lump Sum	1		
23	**The SUM of Item Nos. 1 through 22**	**SUBTOTAL**			

ITEM	CONTINGENCY ITEMS	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
24	For unforeseen conditions, for minor construction changes, and for quantity adjustments, if ordered by the Engineer.	Lump Sum	1	$40,000.00	$40,000.00
25	For providing uniformed, off-duty police officers for the purpose of maintenance of traffic.	Lump Sum	1	$4,000.00	$4,000.00

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

CITY OF SOUTH MIAMI
PHASE 2, AREA 7 - GRAVITY SEWER
FROM MH-6 (EXCLUSIVE) TO MH-8 (INCLUSIVE)
AND FROM MH-7 TO MH-20 (INCLUSIVE)

26	**The SUM of Item Nos. 24 to 25**	**SUBTOTAL CONTINGENCY**	**$44,000.00**

27	**The SUM of Item Nos. 23 and 26**	**TOTAL BID**	

NOTES:

1 Contractor needs to pull a Public Works permit. The City will waive all permit fees.

2 Bid item quantities are based on the Engineer's estimate. Payments will be made based on field-verified quantities confirmed by the Engineer/Inspector.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

CITY OF SOUTH MIAMI
PHASE 2, AREA 8 - GRAVITY SEWER
FROM MH-9 TO MH-12 (INCLUSIVE) AND TO MH-13 (EXCLUSIVE)
AND FROM MH-9 TO MH-23 (INCLUSIVE)

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1	For furnishing and delivering to the Department 8-inch zinc-coated ductile iron pipe for sanitary for sanitary sewer main	Linear Feet	156		
2	For installing 8-inch zinc-coated ductile iron pipe for sanitary for sanitary sewer main (greater than 14 feet depth or in accordance with zoning)	Linear Feet	156		
3	For furnishing and delivering to the Department 8-inch PVC (C900) DR 25, (C.I.O.D.), (9.5" O.D.) colored green pipe with neoprene gaskets for sanitary sewer main	Linear Feet	1,683		
4	For installing 8" PVC (C-900) pipe for sanitary sewer main (6 to 7.99-feet)	Linear Feet	560		
5	For installing 8" PVC (C-900) pipe for sanitary sewer main (8 to 9.99 feet)	Linear Feet	376		
6	For installing 8" PVC (C-900) pipe for sanitary sewer main (10 to 11.99 feet)	Linear Feet	544		
7	For installing 8" PVC (C-900) pipe for sanitary sewer main (12 to 13.99 feet)	Linear Feet	203		
8	For furnishing and delivering to the Department precast Reinforced Concrete Manhole for 6 ft. to 7.99 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	1		
9	For installing Precast reinforced Concrete Manhole with frame and cover for 6 ft. to 7.99 ft. depths, with concentric/eccentric corbel, complete.	Each	1		
10	For furnishing and delivering to the Department precast Reinforced Concrete Manhole for 10 ft. to 11.99 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	1		
11	For installing Precast reinforced Concrete Manhole with frame and cover for 10 ft. to 11.99 ft. depths, with concentric/eccentric corbel, complete.	Each	1		
12	For furnishing and delivering to the Department precast Reinforced Concrete Manhole for >12 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	1		
13	For installing Precast reinforced Concrete Manhole with frame and cover for >12 ft. depths, with concentric/eccentric corbel, complete.	Each	1		
14	For furnishing and delivering to the Department precast Reinforced Concrete **DROP** Manhole for 8 ft. to 9.99 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	2		
15	For installing Precast reinforced Concrete Manhole with **DROP** connections frame and cover for 8 ft. to 9.99 ft. depths, with concentric/eccentric corbel, complete.	Each	2		
16	For furnishing and delivering to the Department precast Reinforced Concrete **DROP** Manhole for 10 ft. to 11.99 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	1		
17	For installing Precast reinforced Concrete Manhole with **DROP** connections frame and cover for 10 ft. to 11.99 ft. depths, with concentric/eccentric corbel, complete.	Each	1		
18	For furnishing and delivering to the Department precast Reinforced Concrete **DROP** Manhole for >12 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	1		
19	For installing Precast reinforced Concrete Manhole with **DROP** connections frame and cover for >12 ft. depths, with concentric/eccentric corbel, complete.	Each	1		
20	For furnishing and installing 8 x 6-inch PVC (C-900) Wye branch connection for sanitary sewer. Tee connection for more than 7' depth.	Each	32		
21	For furnishing and delivering to the Department 6-inch PVC (C-900) sanitary sewer lateral, including fittings and clean-out assemblies, complete	Linear Feet	845		

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

CITY OF SOUTH MIAMI
PHASE 2, AREA 8 - GRAVITY SEWER
FROM MH-9 TO MH-12 (INCLUSIVE) AND TO MH-13 (EXCLUSIVE) AND FROM MH-9 TO MH-23 (INCLUSIVE)

22	For installing 6-inch PVC (C-900) sanitary sewer lateral, including fittings and clean-out assemblies, complete	Linear Feet	845		
23	For constructing limerock base for **Type "V"** permanent pavement repairs on **NON FDOT Roads,** including the laterals	Square Yards	1,103		
24	For constructing **Type "V",** 1-inch (SP-9.5) of asphaltic concrete surface course permanent pavement repairs **NON FDOT Roads**, including the laterals	Square Yards	1,029		
25	For restoring sodded areas	Square Yards	4,787		
26	For as-built drawings	Lump Sum	1		
27	For constructing **Type "V"** permanent pavement repairs for over the entire roadway including the trench repair area (nominal 1-inch, SP-9.5), **NON FDOT Roads**	Square Yards	4,016		
28	For replacing pavement markings damaged, removed or obliterated by the Contractor's operation	Lump Sum	1		
29	For milling the entire roadway (nominal 1-inch thick, SP-9.5) excluding at the area where the new 1-inch of asphalt was placed. Apply tack coat on all milled surfaces	Square Yards	2,987		
30	For constructing 8-inch limerock base for permanent pavement repairs on **Driveways**	Square Yards	1,744		
31	For constructing 1-inch (SP-9.5) asphaltic concrete surface **Driveway** restoration to match existing	Square Yards	487		
32	For constructing concrete driveway restoration to match existing	Square Yards	140		
33	For constructing gravel driveway restoration to match existing	Square Yards	145		
34	For constructing brick paver driveway and roundabout restoration to match existing	Square Yards	972		
35	For performing preparatory work and operations in mobilizing for beginning the work of the Project, including preparation and acceptance of MOT	Lump Sum	1		
36	**The SUM of Item Nos. 1 through 35**	**SUBTOTAL**			

ITEM	CONTINGENCY ITEMS	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
37	For unforeseen conditions, for minor construction changes, and for quantity adjustments, if ordered by the Engineer.	Lump Sum	1	$40,000.00	$40,000.00
38	For providing uniformed, off-duty police officers for the purpose of maintenance of traffic.	Lump Sum	1	$4,000.00	$4,000.00
39	**The SUM of Item Nos. 37 to 38**	**SUBTOTAL CONTINGENCY**			**$44,000.00**

40	**The SUM of Item Nos. 36 and 39**	**TOTAL BID**	

NOTES:

1 Contractor needs to pull a Public Works permit. The City will waive all permit fees.

2 Bid item quantities are based on the Engineer's estimate. Payments will be made based on field-verified quantities confirmed by the Engineer/Inspector.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

CITY OF SOUTH MIAMI
PHASE 2, AREA 9 - GRAVITY SEWER
FROM MH-26 TO MH-29 (INCLUSIVE)
AND FROM MH-28 TO MH-34 (INCLUSIVE) AND TO MH-11 (EXCLUSIVE)

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1	For furnishing and delivering to the Department 8-inch PVC (C900) DR 25, (C.I.O.D.), (9.5" O.D.) colored green pipe with neoprene gaskets for sanitary sewer main	Linear Feet	2,028		
2	For installing 8" PVC (C-900) pipe for sanitary sewer main (< 6-feet)	Linear Feet	116		
3	For installing 8" PVC (C-900) pipe for sanitary sewer main (6 to 7.99-feet)	Linear Feet	307		
4	For installing 8" PVC (C-900) pipe for sanitary sewer main (8 to 9.99 feet)	Linear Feet	497		
5	For installing 8" PVC (C-900) pipe for sanitary sewer main (10 to 11.99 feet)	Linear Feet	467		
6	For installing 8" PVC (C-900) pipe for sanitary sewer main (12 to 13.99 feet)	Linear Feet	641		
7	For furnishing and delivering to the Department precast Reinforced Concrete Manhole for 6 ft. to 7.99 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	2		
8	For installing Precast reinforced Concrete Manhole with frame and cover for 6 ft. to 7.99 ft. depths, with concentric/eccentric corbel, complete.	Each	2		
9	For furnishing and delivering to the Department precast Reinforced Concrete Manhole for 8 ft. to 9.99 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	1		
10	For installing Precast reinforced Concrete Manhole with frame and cover for 8 ft. to 9.99 ft. depths, with concentric/eccentric corbel, complete.	Each	1		
11	For furnishing and delivering to the Department precast Reinforced Concrete Manhole for 10 ft. to 11.99 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	1		
12	For installing Precast reinforced Concrete Manhole with frame and cover for 10 ft. to 11.99 ft. depths, with concentric/eccentric corbel, complete.	Each	1		
13	For furnishing and delivering to the Department precast Reinforced Concrete Manhole for >12 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	3		
14	For installing Precast reinforced Concrete Manhole with frame and cover for >12 ft. depths, with concentric/eccentric corbel, complete.	Each	3		
15	For furnishing and delivering to the Department precast Reinforced Concrete **DROP** Manhole for 10 ft. to 11.99 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	1		
16	For installing Precast reinforced Concrete Manhole with **DROP** connections frame and cover for 10 ft. to 11.99 ft. depths, with concentric/eccentric corbel, complete.	Each	1		
17	For furnishing and delivering to the Department precast Reinforced Concrete **DROP** Manhole for >12 ft. depths. Typical 4 ft. inside diameter, with concentric/eccentric corbel, lined and coated, and with membrane sealing system & with inflow dish protector and with Type "A" manhole frame and cover. (All as per MDWASD Specifications and Details), complete.	Each	1		
18	For installing Precast reinforced Concrete Manhole with **DROP** connections frame and cover for >12 ft. depths, with concentric/eccentric corbel, complete.	Each	1		
19	For furnishing and installing 8 x 6-inch PVC (C-900) Wye branch connection for sanitary sewer. Tee connection for more than 7' depth.	Each	34		
20	For furnishing and delivering to the Department 6-inch PVC (C-900) sanitary sewer lateral, including fittings and clean-out assemblies, complete	Linear Feet	1270		
21	For installing 6-inch PVC (C-900) sanitary sewer lateral, including fittings and clean-out assemblies, complete	Linear Feet	1270		

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

CITY OF SOUTH MIAMI
PHASE 2, AREA 9 - GRAVITY SEWER
FROM MH-26 TO MH-29 (INCLUSIVE)
AND FROM MH-28 TO MH-34 (INCLUSIVE) AND TO MH-11 (EXCLUSIVE)

22	For constructing limerock base for **Type "V"** permanent pavement repairs on **NON FDOT Roads,** including the laterals	Square Yards	1,266		
23	For constructing **Type "V",** 1-inch (SP-9.5) of asphaltic concrete surface course permanent pavement repairs **NON FDOT Roads**, including the laterals	Square Yards	1,246		
24	For restoring sodded areas	Square Yards	7,044		
25	For as-built drawings	Lump Sum	1		
26	For constructing **Type "V"** permanent pavement repairs for over the entire roadway including the trench repair area (nominal 1-inch, SP-9.5), **NON FDOT Roads**	Square Yards	6,616		
27	For replacing pavement markings damaged, removed or obliterated by the Contractor's operation	Lump Sum	1		
28	For milling the entire roadway (nominal 1-inch thick, SP-9.5) excluding at the area where the new 1-inch of asphalt was placed. Apply tack coat on all milled surfaces	Square Yards	5,350		
29	For constructing 8-inch limerock base for permanent pavement repairs on **Driveways**	Square Yards	295		
30	For constructing 1-inch (SP-9.5) asphaltic concrete surface **Driveway** restoration to match existing	Square Yards	295		
31	For constructing concrete driveway restoration to match existing	Square Yards	133		
32	For constructing gravel driveway restoration to match existing	Square Yards	74		
33	For constructing brick paver driveway and roundabout restoration to match existing	Square Yards	544		
34	For constructing tile driveway restoration to match existing	Square Yards	60		
35	For performing preparatory work and operations in mobilizing for beginning the work of the Project, including preparation and acceptance of MOT	Lump Sum	1		
36	**The SUM of Item Nos. 1 through 35**	**SUBTOTAL**			

ITEM	CONTINGENCY ITEMS	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
37	For unforeseen conditions, for minor construction changes, and for quantity adjustments, if ordered by the Engineer.	Lump Sum	1	$40,000.00	$40,000.00
38	For providing uniformed, off-duty police officers for the purpose of maintenance of traffic.	Lump Sum	1	$4,000.00	$4,000.00
39	**The SUM of Item Nos. 37 to 38**	**SUBTOTAL CONTINGENCY**			**$44,000.00**

40	**The SUM of Item Nos. 36 and 39**	**TOTAL BID**	

NOTES:

1 Contractor needs to pull a Public Works permit. The City will waive all permit fees.

2 Bid item quantities are based on the Engineer's estimate. Payments will be made based on field-verified quantities confirmed by the Engineer/Inspector.

BID PROPOSAL

SUMMARY OF AREAS 1 THROUGH 9

BID PROPOSAL

CITY OF SOUTH MIAMI

SANITARY GRAVITY SEWER MAIN - PHASE 2

AREA (Segment)	DESCRIPTION	SUB TOTAL	TOTAL CONTINGENCY	TOTAL COST
1	MH 49 TO MH 50		$44,000.00	
2	MH 52 TO MH 39		$44,000.00	
3	MH 37 TO MH 39		$44,000.00	
4	MH 16 TO MH 14		$44,000.00	
5	MH 14 TO MH 35		$44,000.00	
6	MH 1 TO MH 53		$44,000.00	
7	MH 6 TO MH 20		$44,000.00	
8	MH 9 TO MH 13 & MH 9 to MH23		$44,000.00	
9	MH 26 TO MH 11		$44,000.00	
TOTAL COST OF CONSTRUCTING AREA 1, 2, 3, 4, 5, 6, 7, 8 and 9				

SUBMITTED
THIS _____ DAY OF _____ 20___.

PROPOSAL SUBMITTED BY:

Company	Telephone Number
Name of Person Authorized to Submit Proposal	Fax Number
Signature	Email Address
Title	

FORM 8

REFERENCE LIST
IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, BIDDER SHALL PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage:_____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____No _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage:_____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____No _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage:_____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____No _____

EXHIBIT "A"

FORM OF PAYMENT AND PERFORMANCE BONDS

PAYMENT BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") and _____, as Surety, are bound to the City of South Miami (the "City"), as Obligee, in the amount of _____Dollars ($_____ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract pursuant to **ITB No. PW2026-03,** which was awarded on _____, 2026, pursuant to **Resolution No-**_____ , with the City, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PAYMENT BOND/OBLIGATION are that if Contractor shall promptly make payment to all claimants, as herein below defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

1. A claimant is defined as any person supplying the Principal with labor, material and supplies, used directly or indirectly by the said Principal or any subcontractor in the prosecution of the work provided for in said Contract, and is further defined in Section 255.05(1) of the Florida Statutes; and
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit; and
3. No suit or action shall be commenced hereunder by any claimant:
    a. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this bond for protection;
    b. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore;
    c. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law;
    d. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The Principal and the Surety jointly and severally, shall repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.
5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.
6. The Surety represents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's rating of "_____" and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ _____day of _____2026, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: If Sole Ownership or Partnership, two (2) Witnesses Required; If Corporation, Secretary Only will attest and affix seal.

FOR THE CONTRACTOR:
WITNESS:

_____ _____
Secretary Name of Corporation
By: _____
(Affix Corporate Seal) Print Name: _____
Title: _____

FOR THE SURETY:
WITNESS:

_____ _____
_____ Agent and Attorney-in-Fact
_____ Print Name: _____
Title: _____
Address: _____
_____
Telephone: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I,_____, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that_____who signed the said bond on behalf of the Principal, was then_____of said Corporation; that I know his/her signature, and his/her signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

(Affix Corporate Seal)

_____
Corporate Secretary

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Firm: _____

State of Florida
County of _____

Before me, a Notary Public, duly commissioned, qualified and acting, appeared _____ _____by means of ☐ physical presence or ☐ online notarization who being by me first duly sworn upon oath, says that s/he is the Attorney-in-Fact, for the_____and that s/he has been authorized by _____to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Miami Springs, Florida

Sworn and subscribed to before me this _____day of _____, 20____.

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

(Attach Power of Attorney)

PERFORMANCE BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") and _____, as Surety, are bound to the City of South Miami (the "City"), as Obligee, in the amount of _____Dollars ($_____ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into Contract **ITB No. PW2026-03**, awarded on _____, 2026, pursuant to **Resolution No.** _____, with the City, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PERFORMANCE BOND is that if Contractor:

7. Performs the Contract between Contractor and City for the services defined in the Contract, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
8. Pays the City all losses, damages, liquidated damages, expenses, costs, and any and all attorney's fees, including for appellate proceedings, that the City sustains as a result of default by Contractor under the Contract; and
9. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, THEN THIS BOND WILL BE VOID. OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
10. Whenever Contractor is, and declared by the City to be, in default under the Contract, the City having performed the City's obligations, the Surety may promptly remedy the default or will promptly:
    a. Complete the services defined in the Contract in accordance with the terms and conditions of the Contract; or
    b. Obtain a bid or bids for completing the services defined in the Contract in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible bidder, or if the City elects, upon determination by the City and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, will mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

IT IS FURTHER AGREED THAT no right of action will accrue on this Bond to or for the use of any person or corporation other than the City; and

IT IS FURTHER AGREED THAT the Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligations under this Bond.

Signed and sealed this _____day of _____, 20____.

FOR THE CONTRACTOR:

WITNESS:

_____ _____

Secretary | Name of Corporation

By: _____

(Affix Corporate Seal) | Print Name: _____

Title: _____

FOR THE SURETY:

WITNESS:

Agent and Attorney-in-Fact
Print Name: _____
Title: _____
Address: _____
_____
Telephone: _____

EXHIBIT "B"
SAMPLE CONSTRUCTION CONTRACT

"PHASE II SEPTIC TO SEWER PROJECT"

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made this _____day of _____ _____, 2026 (the "Effective Date") by and between the **CITY OF SOUTH MIAMI, FLORIDA**, a Florida municipal corporation, (the "City"), and **[INSERT CONTRACTOR'S NAME],** a **[INSERT TYPE OF ENTITY]** (the "Contractor").

WHEREAS, the City issued Invitation to **Bid No. PW2026-03** (the "ITB") for construction of **"PHASE II SEPTIC TO SEWER PROJECT"** within the City of South Miami (the "Project"), which ITB is incorporated herein by reference and made a part hereof as **Exhibit "A";** and

WHEREAS, in response to the City's ITB, the Contractor submitted a bid for the Project ("Bid"), which Bid is incorporated herein by reference and made a part hereof as **Exhibit "B";** and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid in the amount of [$_____] in response to the ITB and was selected and awarded this Contract pursuant to **Resolution No. _____**for performance of the Work (as hereinafter defined); and

WHEREAS, Contractor has represented to the City that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the City agree as follows:

1. SCOPE OF WORK

1.1. Scope of Work. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work" or the "Project") including, without limitation as described in the approved plans, drawings and/or specifications prepared by **SRS ENGINEERING** (the "Project Consultant") attached hereto as Exhibit "A" (the "Plans") and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

"PHASE II SEPTIC TO SEWER PROJECT"

1.2. Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the City, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

1.3. Project Schedule. Contractor must submit a proposed Project Schedule as follows:

1.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or City as applicable. This initial schedule shall establish the baseline schedule for the Project.

1.3.2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each Change Order that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

1.3.3. All Project Schedules must be prepared in Microsoft Project or approved equal by the City. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

1.3.4. The Contractor shall prepare and submit a Project Schedule Report detailing and outlining all planned activities and Work to be performed for the following two-week period.

1.4. <u>Records.</u>

1.4.1. As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the City and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1.4.1.1. Depths of various elements of foundation in relation to finish first floor datum.

1.4.1.2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

1.4.1.3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

1.4.1.4. Field changes in dimensions and details.

1.4.1.5. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.6. Details not on original Contract Drawings.

1.4.1.7. Equipment, conduit, electrical panel locations.

1.4.1.8. Project Consultant's schedule changes according to Contractor's records and shop drawings.

1.4.1.9. Specifications and Addenda: Legibly mark each section to record:

1.4.1.9.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

1.4.1.9.2. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.10. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

1.4.1.10.1. As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the City at no additional cost, including digital l (CAD and PDF) versions.

1.4.1.10.2. For construction of new building, or building additions, field improvements, and or roadway improvements, as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

1.4.2. Record Set. Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

1.4.3. Construction Photographs. Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the City. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the City. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

1.5. <u>Staging Site.</u>

1.5.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the City.

1.5.2. The City at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the City, the City assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

1.5.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the City as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

1.5.4. No parking is permitted at a City provided staging site without the prior written approval of the City.

1.6. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and local laws, rules and regulations. No materials will be stored on-site without the prior written approval of the City.

1.7. Approval of Subcontractors. For any scope of work that the Contractor will utilize a subcontractor, the Contractor may only retain or utilize the services of the particular subcontractor with the prior written approval of the City Manager, which approval may be granted or withheld in the City Manager's sole and absolute discretion. The Contractor shall provide at least fourteen (14) days notice to the City Manager and the Project Consultant of its intent to retain or utilize a subcontractor.

1.8. Project Signage. Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the City as applicable.

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the City Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to City of all required documents and after execution of this Contract.

2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within three-hundred, (660), calendar days from the date specified in the Notice to Proceed ("Contract Time").** Substantial Completion shall be defined for this purpose as the date on which City receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within three-hundred, (690), calendar days from the date specified in the Notice to Proceed ("Final Completion Time").** The Final Completion date is defined as the date determined by the City when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to City all documentation required herein.

Notwithstanding the foregoing, the City may elect to issue multiple Notice to Proceed letters to perform the Work for all or portions of Areas.

Table 1 – Contact Time (Calendar Days)		
Areas Awarded	Substantial Completion	Final Completion
3 Areas Awarded (Area 1 to 3	210	240
4 Areas Awarded (Area 1 to 4)	240	270
5 Areas Awarded (Area 1 to 5)	270	300
6 Areas Awarded (Area 1 to 6)	360	390
7 Areas Awarded (Area 1 to 7)	420	450
8 Areas Awarded (Area 1 to 8)	510	540
9 Areas Awarded (Area 1 to 9)	660	690

2.3. Upon failure of Contractor to substantially complete the Work as defined in this Agreement within the Contract Time, Contractor shall pay to City the sum of **$2,650.00 for each calendar day** after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to City the sum of **$2650.00 for each calendar day** after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to City for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by City as a consequence of Contractor's delay and failure of Contractor to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

2.4. City is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to City by Contractor exceeds monies due Contractor from City, Contractor shall be liable and shall immediately upon demand by City pay to City the amount of said excess.

3. CONTRACT PRICE AND PAYMENT PROCEDURES

3.1. Guaranteed Maximum Price. The City shall pay the Contractor an amount not to exceed $_____ for the performance of the Work in accordance with the line items and unit prices included in **Exhibit "B"** (the "Contract Price"). The Contract Price shall be full compensation for all services, labor, materials, equipment, and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.

3.2. Schedule of Values. The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or City as applicable may require further breakdown after review of the Contractor's submittal. The City reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form. The Contractor guarantees that each individual line item contained in the schedule of values submitted as part of a competitive solicitation shall not be increased without written approval by the City Manager.

3.3. Payment Application Procedures. City shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the City shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month to the Project Consultant. Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the City or City's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as City shall determine or City may withhold taking into account the aggregate of payments made and the percentage of Project

completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by City until final completion and acceptance of the Work by City. In the event there is a dispute between Contractor and City concerning a Pay Application, dispute resolution procedures shall be conducted by City commencing within 45 days of receipt of the disputed Payment Application. The City shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.4. Progress Payment Applications. Each progress payment application submitted to the City must include:

3.4.1. A sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Contractor were paid in full as it relates to all Work performed up to the time of the request for payment;

3.4.2. Partial conditional releases or waivers of lien by the Contractor, material suppliers, subcontractors, and any lienors serving a Notice to the City and evidence of proof of payment of any indebtedness incurred with respect to the Work of the Contractor as may be required by the City;

3.4.3. Evidence that all Work was fully performed as required by the Contract Documents up to the time of the request for payment and that the Work was inspected and accepted by the City and any other governmental authorities required to inspect the Work; and

3.4.4. An updated Project schedule, including a two-week look-ahead schedule, as approved in writing by the City Manager.

3.4.5. All Buy-Out Savings, including supporting documentation relating to the calculation of the Buy-Out Savings.

3.5. Final Payment. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the City, and upon receipt of consent by any surety, City shall pay the remainder of the Contract Price (including Retainage) as recommended by the City's Project Consultant and Building Official. Final payment is contingent upon receipt by City from Contractor of:

3.5.1. An affidavit that payrolls, bills for materials, equipment, and other indebtedness were paid in full as it relates to all Work performed under this Contract;

3.5.2. A certificate evidencing that insurance required by the Contract Documents shall remain in effect after final payment is made;

3.5.3. A written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;

3.5.4. Documentation of any special warranties, including, but not limited to, any manufactures' warranties or specific subcontractor warranties;

3.5.5. Evidence that all Punch List items have been fully completed to the satisfaction of the City;

3.5.6. All previously undelivered manufacturer and subcontractor guarantees, warranties, and manuals and documents required by the Contract Documents;

3.5.7. Final releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the City to assure a lien-free and claim-free completion of the Work;

3.5.8. Evidence that the Contractor has fully cleaned and restored the site, including removal of all rubbish and debris;

3.5.9. At least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work;

3.5.10. .Such other documents necessary to show that the Contractor has complied with all other requirements of the Contract Documents; and

3.5.11. Cost Savings, including supporting documentation used to calculate the Cost Savings.

3.6. Payment Withholding. The City may withhold any payment, including a final payment, for application to such extent as may be necessary, as determined by the City's Project Consultant, to protect the City from loss for which the Contractor is responsible in the event that:

3.6.1. The Contractor performs defective Work and such Work has not been corrected, provided that the amount withheld shall be limited to the amount sufficient to cover such defective Work;

3.6.2. A third-party files a claim or lien in connection with the Work or this Contract;

3.6.3. The Contractor fails to make payments properly to subcontractors or suppliers for labor, materials, or equipment which has been paid by the City, provided that the amount withheld shall be limited to the amount sufficient to cover such payments to subcontractors or suppliers for labor, materials, or equipment;

3.6.4. The City has reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

3.6.5. The Contractor, its employees, subcontractors, or agents have damaged the City;

3.6.6. The City has reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay;

3.6.7. The Contractor has failed to progress the Work satisfactorily and/or according to the Contract Schedule;

3.6.8. The Contractor has failed to carry out the Work in accordance with the Contract Documents;

3.6.9. The Contractor has failed to provide requisite releases of lien for each payment application in accordance with the Contract Documents; and/or

3.6.10. Any other failure to perform a material obligation contained in the Contract Documents.

3.7. No Waiver of City Rights. The payment of any Application for Payment by the City, including the final request for payment, does not constitute approval or acceptance by the City of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the City 's rights hereunder or at law or in equity.

3.8. Payment to Sub-Contractors; Certification of Payment to Subcontractors. The term "subcontractor," as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the City. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the City.

3.9. Cost Savings and Value Engineering.

3.9.1. Cost Savings. In the event the Contractor rebids or renegotiates with any subcontractor to reduce subcontractor costs for the performance of the Work, then the difference between (i) the sum of the subcontractor costs used to establish the Contract Price, as set forth in the Schedule of Values, and (ii) the sum of the revised subcontractor costs, including any early payment or similar discounts (the "Cost Savings"), shall revert to the City. The Contract Price shall be adjusted in accordance with

any Cost Savings through a Change and the Schedule of Values shall also be revised to reflect the new Contract Price.

3.9.2. Value Engineering. Contractor shall participate in Value Engineering the Contract Documents with the City and the Architect with the goal of finding acceptable means for reducing the cost of the Work. Upon acceptance by the City of recommendation for Value Engineering, the Contract Documents shall be modified to reflect such changes. All savings in connection with Value Engineering of the Work shall revert to City.

4. CONTRACT DOCUMENTS

4.1. The Contract Documents, which comprise the entire agreement between the City and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications attached hereto as Exhibit "A" (the "Plans and Technical Specifications"), the ITB and any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing) attached hereto as Exhibit "B", the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project.

4.2. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3. The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

4.4. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Work shall apply:

4.4.1. First Priority: Change Orders with later date taking precedence;

4.4.2. Second Priority: This Base Agreement;

4.4.3. Third Priority: Exhibit "A," the Plans and Technical Specifications;

4.4.4. Fourth Priority: Exhibit "B," the Bid; and

4.4.5. Fifth Priority: Contract Documents, excluding this Base Agreement and Exhibits listed in this Section.

5. INDEMNIFICATION

5.1. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, consultants, and employees, from and against any and all demands, claims, losses, expenses, suits, liabilities, causes of action, judgment or damages, including but not limited to legal fees and costs and through appeal, arising out of, related to, resulting from, or in any way connected with Contractor's negligence, recklessness, or intentional misconduct in the Contractor's performance or non-performance of this Contract, Contractor's obligations, or the Work related to the Contract, including but not limited to by reason of any damage to property, or bodily injury or death incurred or sustained by any person, or to injury to or destruction of tangible property or any

other property (other than the Work itself) including the loss of use resulting therefrom, caused in whole or in part by any willful, wanton, or negligent, or grossly negligent acts or omissions of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by applicable law and regardless of the negligence of any such party.. Additionally, the Contractor shall defend, indemnify, and hold the City harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other employment related litigation or worker's compensation claims under federal, state, or local law.

5.2. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance.

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by City and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

6.1.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of $2,000,000.

6.1.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:
https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

6.1.1.3. Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of City and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief. **If Builder's Risk insurance is not required for this Project, the City shall select this box: ☒.**

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the City with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

6.1.2.1. Additional Insured. The City is to be specifically included as an Additional Insured for the liability of the City resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. Prior to performing any portion of the Work the Contractor shall deliver to City the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by City and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to City. **As authorized by Section 255.05(1)(a), Florida Statutes, if this Project is exempt from posting of a payment and performance bond, the City shall select this box: ☐.**

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the City to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the City does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the

performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.1.5. Contractor is aware of the general nature of Work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.1.7. Contractor has given City written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by City is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to City, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2. <u>No recovery for changed market conditions.</u>

7.2.1. In entering into the Contract, Contractor represents and warrants that it has accounted for any and all inflation-related events, recession, labor or material shortages, supply chain disruptions, delivery lead time, or price increases that may be caused by local and or national conditions, whether known or unknown at the time of entering into the Contract (the "Market Conditions"). Contractor further specifically represents and warrants that it has considered all impacts and potential impacts, including any current and future supply chain disruptions and labor shortages, associated with the following events: (1) worldwide pandemics including, but not limited to, COVID-19 and Monkey Pox (the "Pandemics") and (2) the current military conflict involving Russia and the Ukraine (the "Ukraine Military Conflict"). Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into account the impacts of Market Conditions, the Pandemics, and the Ukraine Military Conflict, and has included all of those factors in the Construction Schedule and Contract Sum.

7.2.2. Contractor shall not seek any price increases or time extensions relating to or arising from the impacts of any Market Conditions, the Pandemics or Ukraine Military Conflict.

7.2.3. The City shall not make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Section.

7.3. Contractor warrants the following:

7.3.1. Anti-Discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.3.2. Anti-Kickback. Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the City has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.3.3. Licensing. Contractor represents that it is a properly qualified and licensed contractor in good standing within the jurisdiction within which the Project is located. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses from the federal, state, Miami-Dade County, City, or other governmental or regulatory entity. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses required for this Project, including City building permits. Prior to commencement of the Work, the Contractor shall provide the City with copies of all required licenses.

7.3.4. Permits. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required permits from the federal, state, Miami-Dade County, City, or other governmental or regulatory entity with jurisdiction over the site that are necessary to perform the Work. Contractor acknowledges that it is the obligation of Contractor to obtain all permits required for this Project, including City building permits. Prior to commencement of the Work, the Contractor shall provide the City with copies of all required permits. City building permit fees may be waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

7.4. <u>Defective Work; Warranty and Guarantee.</u>

7.4.1. City shall have the authority to reject or disapprove Work which the City finds to be defective. If required by the City, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

7.4.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the City or its designee, City shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, City may declare Contractor in default.

7.4.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of three (3) years from the date of Substantial Completion. If, within three (3) years after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from City, shall promptly correct such defective or nonconforming Work within the time specified by City without cost to City. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the City prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to City all material and equipment warranties upon completion of the Work hereunder.

7.4.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

8. DEFAULT, TERMINATION, AND SUSPENSION; REMEDIES

8.1. Termination for Cause. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, City may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by City, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by City shall exceed monies due Contractor from City, Contractor shall be liable and shall pay to City the amount of said excess promptly upon demand therefore by City. In the event it is adjudicated that City was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by City for convenience as described below.

8.2. Termination for Convenience. This Contract may be terminated by the City for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the City. In such event, the Contractor shall promptly submit to the City its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

8.3. Suspension of Contract. This Contract may be suspended for convenience by the City upon seven (7) calendar days' written notice to the Contractor or immediately if suspended in connection with a local or state declaration of emergency. Suspension of the Work will entitle the Contractor to additional Contract Time as a non-compensable, excusable delay.

8.4. Termination Due to Lack of Funding. This Contract is subject to the conditions precedent that: (i) City funds are available, appropriated, and budgeted for the Work, the Project, and/or Contract Price; (ii) the City secures and obtains any necessary proceeds, grants, and/or loans for the accomplishment of the Work and/or the Project pursuant to any borrowing legislation adopted by the City Council relative to the Project; and (iii) City Council enacts legislation which awards and authorizes the execution of this Contract if such is required.

8.5. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City 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, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by City. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay.

8.6. Waiver of Consequential Damages. Contractor assumes all risks for the following items, none of which shall be the subject of any Change Order or Claim and none of which shall be compensated for except as they may have been included in the Contractor's Contract Price as provided in the Contract Documents: Loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute Claims, and loss of projects not bid upon, or any other indirect and consequential costs not listed herein. No compensation shall be made for loss of anticipated profits from any deleted Work.

8.7. Litigation of Claims. Mediation shall not be required before either party may proceed to litigation.

8.8. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9. CHANGES IN THE WORK

9.1. Change Orders.

9.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the City reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the City. The City reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

9.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the City, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The City may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

9.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties and, if required by the City Code of Ordinances, approved by the City Council.

9.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the City reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the City directs the Contractor to proceed on a time and materials basis, the City shall impose a maximum not-to-exceed amount and the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the City.

9.2. Continuing the Work. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with City, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10. MISCELLANEOUS

10.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the City Manager.

10.2. Contractor's Responsibility for Damages and Accidents.

10.2.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by City and shall promptly repair any damage done from any cause.

10.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by City, Contractor shall replace same without cost to City**.**

10.3. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

10.4. Waiver of Jury Trial. CITY AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

10.5. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all trial and appellate levels. In addition, the prevailing party shall be entitled to recover from the non-prevailing party all litigation costs associated with discovery, processing, management, hosting, and production of electronically stored information (ESI).

10.6. Compliance with Laws. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

10.7. Examination and Retention of Contractor's Records.

10.7.1. The City or any of its duly authorized representatives shall, for five (5) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

10.7.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of City providing for retention and audit of records.

10.7.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

10.7.4. The City may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the City Manager or designees to any Records pertaining to work performed under this Contact that are subject to the provisions of Chapter 119, Florida Statutes.

10.8. Authorized Representative.

10.8.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to City to represent and act for Contractor and shall inform City, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep City informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

10.8.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the City. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the City, Contractor shall replace the unacceptable personnel with personnel acceptable to the City.

10.9. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties and assessments.

10.10. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to City. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

10.11. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with Occupational Safety and Health Act requirements and all other similar applicable safety laws or codes. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. City shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

10.12. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by City at Contractor's expense.

10.13. Liens. Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, City shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, City shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay City 's reasonable attorneys' fees and costs incurred in connection therewith.

10.14. State Required Affidavits. By entering into this Agreement, the Contractor agrees to review and comply with the following state affidavit requirements:

10.14.1. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

10.14.2. Scrutinized Companies. Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statues, the City may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

10.14.3. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

10.14.4. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

10.14.5. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

10.15. Independent Contractor. The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

10.16. Notices/Authorized Representatives. Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

10.17. Ownership and Access to Records and Audits.

10.17.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the City. Contractor shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

10.17.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The City Manager or her designee shall, during the term of this Contract and for a period of five (5) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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, and following completion of the Contract until the records are transferred to the City.

10.17.3. Upon request from the City's custodian of public records, Contractor shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

10.17.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the City.

10.17.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records

stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

10.17.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

10.17.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the City.

10.17.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Custodian of Records:	**Nkenga "Nikki" Payne, CMC, FCRM**
Mailing address:	**6130 Sunset Drive**
	South Miami, FL 33143
Telephone number:	**305-663-6340**
Email:	Nkenga.Payne@SoMiFl.gov

11. SPECIAL CONDITIONS

The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

11.1. Unsatisfactory Personnel.

11.1.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

11.1.2. The City may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the City within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The City will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

11.2. Hours of Work. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the City or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the City Code of Ordinances.

The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the City.

11.3. Maintenance of Traffic. Whenever required by the scope of Work, by federal, state, or local law, or requested by the City to protect the public health, safety, and welfare, a Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devises for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the City with a proposed MOT plan for review. The City may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

11.4. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

11.5. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The City may require an adjustment in price based on any proposed substitution.

11.6. Severe Weather Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the City, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the City has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

11.7. American Rescue Plan Act Contract Conditions. The Contractor acknowledges that the Work may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the City pursuant to the American Rescue Plan Act ("ARPA"). Towards that end, the Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Contract Conditions. If compliance with the ARPA Addendum is required, the City shall select this box: ☐.

11.8. Grant Funding. The Contractor acknowledges that the Work may be fully or partially funded utilizing funds from the grants listed below (each a "Grant"). Accordingly, the Contractor warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Work in accordance with the terms and conditions of the Grant. If the Work will be funded utilizing Grant funds, the City shall select this box: ☐.

Grant Title	Grant Agreement Exhibit

If the Work will be funded utilizing Grant funds, the City shall select this box:☑.

11.9. DBE Contract Assurance.

11.9.1. The City affirms it has encouraged women-owned, minority-owned, and disadvantaged businesses of the Project and be responsive to the opportunity of the award of this Contract.

11.9.2. Contractor, or any subcontractor performing Work under this Contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFE Part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

11.10. Scrutinized Companies.

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

11.10.2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

11.10.3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

11.10.4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

11.11. Federal Contract Provisions.

11.11.1. This Contract shall be fully or partially funded utilizing federal funding. As such, this Contract shall be governed by the laws, rules, regulations, policies, and guidelines applicable to federally funded procurements, including, but not limited to Federal Uniform Administrative Requirements, Cost Principles, and the Audit Requirements for Federal Awards under 2 CFR Part 200. Towards that end, the following clauses shall govern this Contract:

11.11.2. *Title VI Requirements*. Contractor acknowledges that the City has or will certify compliance with Title VI of the Civil Rights Act of 1964. Towards that end, Contractor shall ensure that performance of work in connection with this Agreement complies with such certifications and shall also adhere to the following provisions:

11.11.2.1. The Contractor and its subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

11.11.2.2. Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, and that the Contractor shall undertake an active program of nondiscrimination in its administration of the Work under this Agreement.

11.11.3. *Americans with Disabilities Act Requirements*. The Contractor agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications. Additionally, Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 3601), which prohibits discrimination against individuals on the basis of discrimination under any program or activity under this Agreement.

11.11.4. *Age Discrimination Act of 1975*. Contractor shall comply with the requirements of 42 U.S.C. §§ 6101 et seq., as amended, and the Treasury's implementing regulations (31 CFR Part 23), which prohibits the discrimination on the basis of age in programs or activities under this Agreement.

11.11.5. *Protections for Whistleblowers*.

11.11.5.1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

11.11.5.2. The list of persons and entities referenced in the paragraph above includes the following:

viii. A Member of Congress or a representative of a committee of Congress.
ix. An Inspector General
x. The Government Accountability Office.

xi. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
xii. An authorized official of the Department of Justice or other law enforcement agency.
xiii. A court or grand jury.
xiv. A management official or other employee of the Contractor, subcontractor, the State of Florida, or the City who has the responsibility to investigate, discover, or address misconduct.

11.11.5.3. The Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

11.11.6. *Compliance with Immigration and Nationality Act (INA).* Contractor hereby certifies that it does not knowingly employ unauthorized alien workers in violation of the employment provisions contained in 8 USC Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")].

11.11.7. *Seat Belts Required*. Pursuant to Executive Order 13043, 62 FR 19217, Contractor shall adopt and enforce policies or programs that require employees to use seat belts while operating or traveling on vehicles owned, rented, or personally owned by the Contractor and its employees while performing the Work.

11.11.8. *Texting While Driving Ban*. Pursuant to Executive Order 13513, 74 FR 51225, Contractor shall adopt and enforce policies that ban text messaging while driving and workplace safety policies designed to decrease accidents caused by distracted drivers.

11.11.9. *Reporting Conflict of Interests.* Contractor agrees to disclose in writing to the City, U.S. Department of the Treasury, and the State of Florida, as appropriate, any potential conflicts of interest affecting the use of funds awarded under the American Rescue Plan Act in accordance with 2 CFR 200.112.

11.11.10. *Equal Employment Opportunity Compliance*. During the performance of this Agreement, the Contractor agrees as follows:

(9) 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:

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;
b. layoff or termination;
c. rates of pay or other forms of compensation; and

d. 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.

(10) 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.

(11) 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.

(12) 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.

(13) 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 U.S. Secretary of Labor.

(14) 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 U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(15) 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 U.S. Secretary of Labor, or as otherwise provided by law.

(16) 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 U.S. 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.

11.11.11. *Contract Work Hours and Safety Standards Act Compliance*. During the performance of this Agreement, the Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708), including as follows:

11.11.11.1. *Overtime requirements*. No Contractor or subcontractor contracting for any part of the Agreement 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.

11.11.11.2. *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (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, 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 (1) of this section, in the sum of $31 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 (1) of this section.

11.11.11.3. *Withholding for unpaid wages and liquidated damages*.
(i) The City shall upon its own action or upon written request of an authorized representative of the U.S. 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 Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the 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 (2) of this section. The necessary funds may be withheld from the Contractor under the contract,

any other Federal contract with the same 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 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) The EPA has priority to funds withheld or to be withheld in accordance with of this section 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

11.11.11.4. *Subcontracts*. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

11.11.11.5. 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:

(v) 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;
(vi) 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;
(vii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
(viii) Informing any other person about their rights under CWHSSA or this part.

11.11.12. *Clean Air Act Compliance*. During the performance of this Agreement, the Contractor shall comply with the provisions of Clean Air Act (42 U.S.C. § 7401 et seq., as amended) and specifically agrees as follows:

11.11.12.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

11.11.12.2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

11.11.12.3. The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

11.11.13. *Federal Water Pollution Control Act Compliance*. During the performance of this Agreement, the Contractor shall comply with the provisions of Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq., as amended) and specifically agrees as follows:

11.11.13.1. 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.

11.11.13.2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

11.11.13.3. The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

11.11.14. *Debarment and Suspension Compliance*. During the performance of this Agreement, the Contractor warrants that Contractor or its subcontractors are not debarred, suspended, or otherwise ineligible for contract awards under Executive Orders 12549 and 12689. Contractor shall comply with the following provisions:

11.11.14.1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180, the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19, and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its 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).

11.11.14.2. 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.

11.11.14.3. This certification is a material representation of fact relied upon by the City. 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 the City, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

11.11.14.4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11.11.14.5. Contractor certifies that they:

v. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
vi. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
vii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and
viii. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default. If the Contractor is unable to obtain and provide such certification, then the Contractor shall attach an explanation to this Agreement as to why not.

11.11.15. *Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended)*. During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). Specifically, Contractor represents and warrants as follows:

11.11.15.1. No Funds received by the Contractor under this Agreement have been paid or will be paid, by or on behalf of the Contractor, 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.

11.11.15.2. If any monies, other than Funds received by Contractor under this Agreement, 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 Contractor shall complete

and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

11.11.15.3. The Contractor 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 such sub-recipients shall certify and disclose accordingly.

11.11.15.4. 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 the Byrd Anti-Lobbying Amendment (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 $10,000 and not more than $100,000 for each such failure.

11.11.16. *Copeland "Anti-Kickback" Act*. During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act as follows:

11.11.16.1. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this Agreement.

11.11.16.2. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

11.11.16.3. Breach. A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

11.11.17. *Procurement of Recovered Materials*. Contractor shall comply with the provisions of 2 C.F.R.323, including Section 6002 of the Solid Waste Disposal Act. Towards that end, in the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) 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/comprehensiveprocurement-guideline-cpg-program.

11.11.18. *Domestic Preferences for Procurements.*

11.11.18.1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

11.11.18.2. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage
through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as
aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical
fiber; and lumber.

11.11.18.3. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

11.11.19. *2 CFR Subpart F – Audit Requirements.* Contractor shall assist the City in complying with the audit requirements under 2 CFR Subpart F – Audit Requirements ("Federal Audit Provisions") and the reporting requirements of the U.S. Department of the Treasury's Final Rule, as amended, and other guidelines issued in connection with the American Rescue Plan Act.

11.11.19.1. Contractor shall assist the City in complying with the Federal Audit Provisions by providing the City, the State of Florida, the U.S. Department of the Treasury, the Treasury Office of the Inspector General, the Government Accountability Office, or other federal government entities, and any of their duly authorized representatives, access to personnel, accounts, books, records, supporting documentation, and other information relating to the performance of the Agreement or the Work ("Documentation") necessary to complete federal audits. Contractor shall promptly assist the City in the event Documentation must be supplemented to address audit findings or other federal inquiries.

11.11.19.2. Contractor shall keep all Documentation up-to-date throughout the performance of this Agreement and the Work. Contractor shall provide the City with all Documentation for each fiscal year by October 1 of each year or within five days of the completion of the Work, whichever occurs first. Contractor shall assist the City in complying with additional guidance and instructions issued by the U.S. Department of the Treasury governing the reporting requirements for the use of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds.

11.11.20. *Remedies*. The City confirms that it is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.

11.11.21. *Rights to Inventions Made under this Agreement*.

11.11.21.1. As applicable, if the Contractor is engaged for the performance of experimental, developmental, or research, the Contractor's work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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 Federal Government.

11.11.22. *Prohibition on Contracting for Covered Telecommunications Equipment or Services*. If applicable, the Contractor shall agree as follows:

11.11.22.1.1. The City and the Contractor must comply with the Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. 200.216, which prohibits the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Towards that end, the Contractor shall ensure that the Contractor and its subcontractors do not:

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

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

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

11.11.23. *License and Delivery of Works Subject to Copyright and Data Rights*. If applicable, the Contractor shall agree as follows:

11.11.23.1. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license

of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

11.11.24. *Safeguarding of Sensitive Information and Information Technology Security and Privacy Training*.

11.11.24.1. Applicability. This clause is applicable when the Contractor has access to sensitive information or the Contractor's IT system as defined in the agreement that are used to input, store, process, output and/or transmit sensitive data. If applicable, this clause shall apply to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

11.11.24.2. Definitions. As used in this clause— "Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

(a) *Sensitive Information,* as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest,

the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor's employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably

adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

11.11.25. *Antidiscrimination on Basis of Race, Color, National Origin, or Sex.*

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of any contract awarded pursuant to this ITB. The Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements shall be a material breach of the awarded contract which may result in the termination of the contract or other legally available remedies.

11.11.26. *Contracting With Small And Minority Businesses, Women's Business Enterprises, And Labor Surplus Area Firms.*

11.11.26.1. The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

11.11.26.2. Affirmative steps must include:

11.11.26.2.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

11.11.26.2.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

11.11.26.2.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

11.11.26.2.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

11.11.26.2.5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

11.11.26.3. Requiring the Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs 2.22.26.2.1. through 2.22.26.2.5. of this section.

11.11.27. *Build America, Buy America.*

In submitting a bid, the Contractor acknowledges to and for the benefit of the City ("Owner") and the Environmental Protection Agency (the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. By submitting a bid, the bidder hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

11.11.28. *American Iron and Steel.*

The Contractor acknowledges to and for the benefit of the Owner the Funding Authority (as those terms are defined under Section 2.22.27 herein) that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement")

including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the Funding Authority that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

11.11.29. *Davis-Bacon and Related Acts ("DBRA") Requirements.* The Contractor acknowledges that this Contract is funded by an Environmental Protection Agency assistance agreement (grant), and as such, the Contractor will comply with the following DBRA terms and conditions in accordance with 29 CFR 5.5:[2]

11.11.29.1. *Minimum Wages*.

11.11.29.1.1. *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 11.11.29.1.3(B)(2) and (3) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.

[2] Definitions for many of the terms used below are provided in 29 CFR 5.2.

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 11.11.29.1.5 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 11.11.29.4. 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 11.11.29.1.3. 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.

11.11.29.1.2. *Frequently recurring classifications*

(C) 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 11.11.29.1.3. of this section, provided that:

(4) 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;

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

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

(D) The Administrator will establish wage rates for such classifications in accordance with paragraph 11.11.29.1.3(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.

11.11.29.1.3. *Conformance*

(C) 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:

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

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

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

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

(1) 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.

(2) 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.

(3) The contracting officer must promptly notify the Contractor of the action taken by the Wage and Hour Division under paragraphs 11.11.29.1.3. (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 11.11.29.1.3. (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.

11.11.29.1.4. *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.

11.11.29.1.5. *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 assets for the meeting of obligations under the plan or program.

11.11.29.1.6. *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.

11.11.29.2. *Withholding.*

11.11.29.2.1. *Withholding requirements.*

The EPA, grant recipient, subrecipient at any tier, and/or contracting agency 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 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 11.11.29.3.4. of this section, the EPA, grant recipient, subrecipient at any tier, and/or contracting 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.

11.11.29.2.2. *Priority to withheld funds.*

The Department has priority to funds withheld or to be withheld in accordance with paragraph 11.11.29.2.1. of this section, or both, over claims to those funds by:

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

(H) A contracting agency for its reprocurement costs;

(I) 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;

(J) A Contractor's assignee(s);

(K) A Contractor's successor(s); or

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

11.11.29.3. *Records and certified payrolls.*

11.11.29.3.1. *Basic record requirements.*

(E) *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.

(F) *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.

(G) *Additional records relating to fringe benefits*

Whenever the Secretary of Labor has found under paragraph 11.11.29.1.5. 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.

(H) *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.

11.11.29.3.2. *Certified payroll requirements*

(H) *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 contracting 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 contracting 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.

(I) Information required

The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 11.11.29.3.1(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).

(J) 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:

(4) That the certified payroll for the payroll period contains the information required to be provided under paragraph 11.11.29.3.2. of this section, the appropriate information and basic records are being maintained under paragraph 11.11.29.3.1. of this section, and such information and records are correct and complete;

(5) 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

(6) 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.

(K) *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 11.11.29.3.2(C) of this section.

(L) *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.

(M) *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.

(N) *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.

11.11.29.3.3. *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.

11.11.29.3.4. *Required disclosures and access.*

(D) Required record disclosures and access to workers.

The Contractor or subcontractor must make the records required under paragraphs 11.11.29.3.1. through 11.11.29.3.3. of this section, and any other documents that the EPA, recipient, or subrecipient at any tier, and/or contracting 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 EPA, recipient, or subrecipient at any tier, and/or contracting agency, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(E) 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.

(F) 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 Environmental Protection 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 EPA, recipient, or subrecipient at any tier, contracting agency, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

11.11.29.4. *Apprentices and Equal Employment Opportunity.*

11.11.29.4.1. *Apprentices.*

(E) 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.

(F) 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.

(G) 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 11.11.29.4.1(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 11.11.29.4.1(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.

(H) 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.

11.11.29.4.2. *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.

11.11.29.5. [RESERVED]

11.11.29.6. *Subcontracts*

The Contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs 11.11.29.1. through 11.11.29.11. of this section or a link to the DBRA Requirements for Contractors and Subcontractors Under EPA Grants document on EPA's Contract Provisions for Davis-Bacon and Related Acts webpage, along with the applicable wage determination(s) and such other clauses or contract modifications as the Environmental Protection 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.

11.11.29.7. [RESERVED]

11.11.29.8. [RESERVED]

11.11.29.9. [RESERVED]

11.11.29.10. *Certification of Eligibility.*

11.11.29.10.1. 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).

11.11.29.10.2. 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).

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

11.11.29.11. *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:

(5) 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;

(6) 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;

(7) 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

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

[Remainder of Page Left Intentionally Blank.
Signature Page and State Required Affidavits Follow.]

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

CITY OF SOUTH MIAMI

By: _____
Genaro "Chip" Iglesias
City Manager

Attest:

By: _____
Nkenga "Nikki" Payne, CMC, FCRM
City Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Addresses for Notice:

Genaro "Chip" Iglesias
City of South Miami
Attn: City Manager
6130 Sunset Drive
South Miami, FL 33143
305-668-2510 (telephone)
305-663-6345 (facsimile)
chip@southmiamifl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian Arango, Esq.
City of South Miami Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
larango@wsh-law.com (email)

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:

_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:

_____
_____
_____
_____
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

_____

Witness #1 Print Name: _____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____day of _____, 20____, by_____(name of person) as _____(type of authority) for _____(name of party on behalf of whom instrument is executed).

_____

Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

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

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 20___, by_____ (name of person) as _____(type of authority) for _____ _____(name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or

_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

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

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 20___, by_____ (name of person) as _____(type of authority) for _____ _____(name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or

_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

NOTICE TO PROCEED

Dated: _____, 20____

To: _____`
_____
_____

Project Name: _____

You are hereby notified that the Contract Times under the above Contract will commence to run on _____, 2026. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Contract, the dates of Substantial Completion and completion and readiness for final payment are ___ _____, 2026 and _____, 2026, ____/____days respectively.

Before you may start any Work at the site, Article 6 provides that you must deliver to the City (__check here if applicable, with copies to _____and other identified additional insureds) Certificates of Insurance in accordance with the Contract Documents.

In addition, before you may start any Work at the site, you must: (add any additional requirements)

_____
_____

CITY OF SOUTH MIAMI

By: _____
Genaro "Chip" Iglesias
City Manager

ACCEPTANCE OF NOTICE TO PROCEED

[INSERT NAME OF CONTRACTOR].

By: _____

Name: _____

Title: _____

Date: _____

SAMPLE

EXHIBIT “C”
PREVAILING WAGE RATES FOR MIAMI-DADE COUNTY HEAVY CONSTRUCTION

"General Decision Number: FL20250125 02/21/2025

Superseded General Decision Number: FL20240125

State: Florida

Construction Type: Heavy

County: Miami-Dade County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Contracts subject to the Davis-Bacon Act are generally
required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.
Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is

| | higher) for all hours |
| | spent performing on the |
	contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	02/21/2025

* ELEC0349-007 09/16/2024

	Rates	Fringes
ELECTRICIAN	$ 40.24	14.94

ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below.	$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes.	$ 40.40	14.90
Cranes 130-300 Ton.	$ 39.38	14.90
Cranes 76 ton to 129 Ton.	$ 37.57	14.90

ENGI0487-028 07/01/2023

	Rates	Fringes
OPERATOR: Backhoe.	$ 27.00	14.90
OPERATOR: Drill		
Drill Rig, Truck Mounted, Sterling Class.	$ 27.00	14.90
Drill Rig, Truck Mounted, Watson Class.	$ 32.75	14.90
OPERATOR: Loader	$ 27.00	14.90
OPERATOR: Oiler.	$ 27.53	14.90

IRON0272-005 10/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 28.84	15.72

LABO1652-004 05/01/2018

	Rates	Fringes
LABORER: Grade Checker	$ 22.05	7.27

PAIN0365-007 06/01/2021

	Rates	Fringes
PAINTER: Brush, Roller and Spray	$ 20.21	12.38

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* SUFL2009-164 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work	$ 17.00 **	2.51
CEMENT MASON/CONCRETE FINISHER	$ 16.61 **	5.52
LABORER: Common or General	$ 13.09 **	1.26
LABORER: Landscape	$ 7.25 **	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only)	$ 10.63 **	2.20
OPERATOR: Asphalt Paver	$ 11.59 **	0.00
OPERATOR: Backhoe Loader Combo	$ 16.10 **	2.44
OPERATOR: Bulldozer	$ 14.95 **	0.81
OPERATOR: Excavator	$ 21.16	1.67
OPERATOR: Grader/Blade	$ 16.00 **	2.84
OPERATOR: Mechanic	$ 14.32 **	0.00

OPERATOR: Roller	$ 10.95 **	0.00
OPERATOR: Scraper.	$ 11.00 **	1.74
OPERATOR: Trackhoe.	$ 20.92	5.50
OPERATOR: Tractor.	$ 10.54 **	0.00
TRUCK DRIVER, Includes Dump Truck.	$ 9.60 **	0.00
TRUCK DRIVER: Lowboy Truck.	$ 12.73 **	0.00
TRUCK DRIVER: Off the Road Truck.	$ 12.21 **	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a

supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than
""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was
prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2024. PLUM is an identifier of the union
whose collectively bargained rate prevailed in the survey for
this classification, which in this example would be Plumbers.
0198 indicates the local union number or district council
number where applicable, i.e., Plumbers Local 0198. The next
number, 005 in the example, is an internal number used in
processing the wage determination. The date, 07/01/2024 in the
example, is the effective date of the most current negotiated
rate.

Union prevailing wage rates are updated to reflect all changes
over time that are reported to WHD in the rates
in the collective bargaining agreement (CBA) governing the
classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for
those classifications, but that 100% of the data reported for
the classifications reflected union rates. EXAMPLE:
UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a
weighted union average rate. OH indicates the State of Ohio.
The next number, 0010 in the example, is an internal number
used in producing the wage determination. The date, 01/01/2024
in the example, indicates the date the wage determination was
updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were

adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

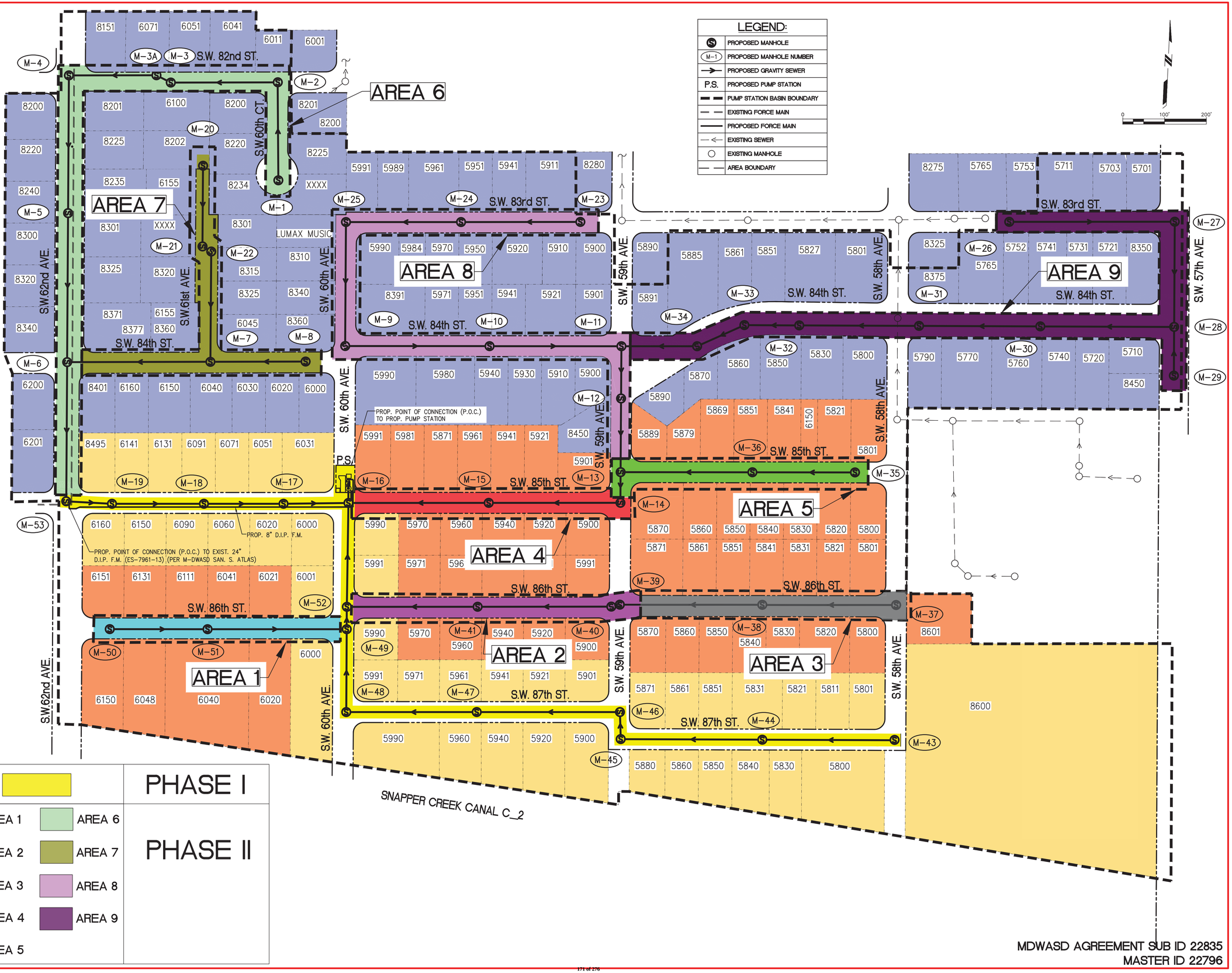
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210.
========== =====

END OF GENERAL DECISION

EXHIBIT D

PROJECT LIMITS DOCUMENT

Prepared by SRS Engineering



MDWASD AGREEMENT SUB ID 22835
MASTER ID 22796

SRS ENGINEERING,INC.
CONSULTING ENGINEERS EB-00007317
5001 S.W. 74th COURT, SUITE 201
MIAMI, FLORIDA 33155
TEL. 305-662-8887 FAX 305-662-8858
WWW.SRS-CORP.COM

PROJECT NAME: CITY OF SOUTH MIAMI
SUB AREA K SANITARY SEWER

CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: SEWER MASTER PLAN
PROPERTY SERVICE

IGNACIO SERRALTA LICENSE No 45609 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY IGNACIO SERRALTA, P.E. ON THE DATE ADJACENT TO THE SEAL.
SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

S.R.S. PROJ. No.: 2317
DATE: 12/16/2025
DRAWN BY: A.S.
DESIGNED BY: M.F.
CHECKED BY: M.T.

REVISIONS
no. date description

SHEET
EX-3.0

THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. RE-USE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS WITH SRS ENGINEERING, INC. WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THE RESTRICTIONS.

LOCATED IN: F:\Engineering\SRS Projects\2023\2317 - South Miami Area K - Phase 1\Design\2317- PHASE 2- 12-15-2025.dwg & PRINTED ON: Tuesday, December 16, 2025, 4:51:26 PM

EXHIBIT E

DESIGN PLANS AND SPECIFICATIONS

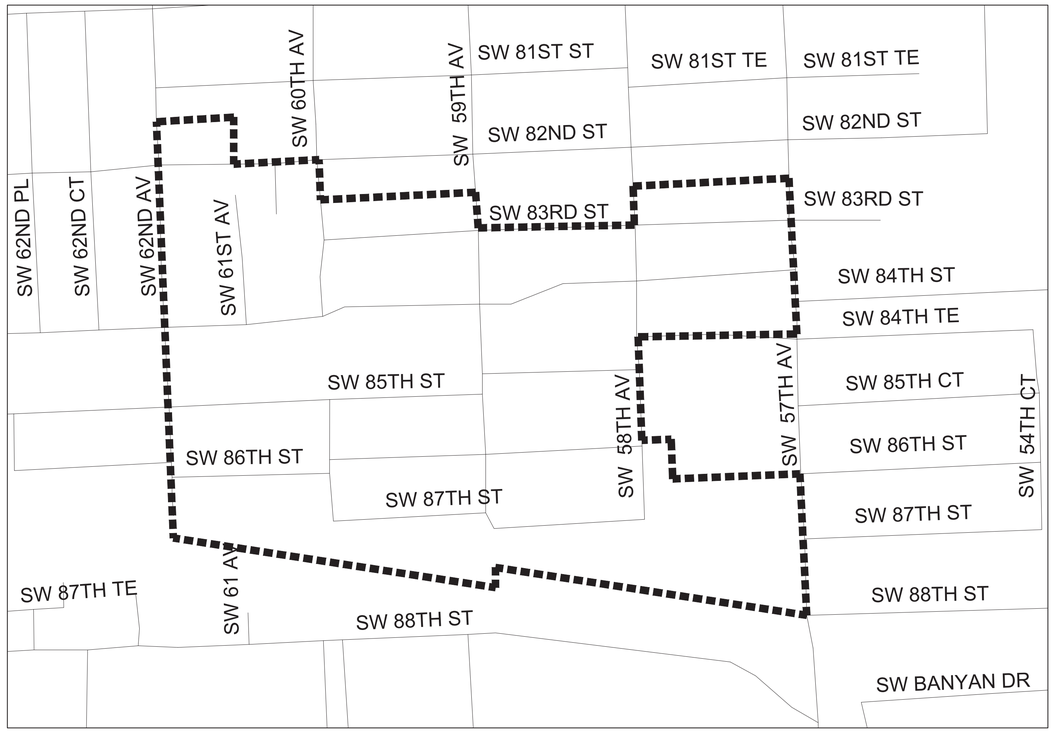
Sub Area K Sanitary Sewer – Phase 1 and 11

Prepared by SRS Engineering

CONSTRUCTION DRAWINGS FOR
CITY OF SOUTH MIAMI
SUB AREA K SANITARY SEWER - PHASE II
SOUTH MIAMI, FLORIDA
BIDDING PLANS

LIST OF DRAWINGS

SHEET NO.	SHEET DESCRIPTION
C-0	COVER
C-1	GENERAL NOTES
C-2	WATER AND SEWER STANDARD DETAILS
WS-3 TO WS-5	SANITARY SEWER PLAN AND PROFILE
WS-7 TO WS-17	SANITARY SEWER PLAN AND PROFILE
WS-18 TO WS-19	SANITARY SEWER LATERAL PROFILE
WS-22 TO WS-26	PAVEMENT RESTORATION AND PAVEMENT MARKING



SECTION 36 - TOWNSHIP 54 SOUTH - RANGE 40 EAST

LOCATION SKETCH

SCALE 1"=300'

PROJECT LOCATION

ABBREVIATIONS:

A.R.V.	=	AIR RELEASE VALVE
BLDG.	=	BUILDING
C.B.	=	CATCH BASIN
℄	=	CENTER LINE
C.O.	=	CLEANOUT
CONC.	=	CONCRETE
C.O.H.	=	CITY OF HIALEAH
CONN.	=	CONNECTION
CONT.	=	CONTINUATION
D.D.C.V.	=	DOUBLE DETECTOR CHECK VALVE
DET.	=	DETAIL
D.I.P.	=	DUCTILE IRON PIPE
EXIST.	=	EXISTING
F.D.C.	=	FIRE DEPARTMENT CONNECTION
F.F.E.	=	FINISHED FLOOR ELEVATION
F.H.	=	FIRE HYDRANT
F.M.	=	FORCE MAIN
H.D.P.E.	=	HIGH DENSITY POLYETHYLENE
HORIZ.	=	HORIZONTAL
INV.	=	INVERT
L.F.	=	LINEAR FEET
M-DWASD	=	MIAMI-DADE WATER AND SEWER DEPT.
M.E.G.	=	MATCH EXISTING GRADE
MIN.	=	MINIMUM
M.J.	=	MECHANICAL JOINT (FITTING)
P.E.	=	PLAIN END (FITTING)
P.I.V.	=	POST INDICATOR VALVE
P/L, ℙ	=	PROPERTY LINE
PROP.	=	PROPOSED
R/W, ROW	=	RIGHT OF WAY
SEC.	=	SECTION
SERV.	=	SERVICE
S/L, 𝕊	=	SECTION LINE
STA.	=	STATION
STD.	=	STANDARD
T.O.P.	=	TOP OF PIPE
VERT.	=	VERTICAL
W.M.	=	WATER MAIN

THIS REVISION SUPERCEDES ALL PREVIOUS ACCEPTANCES

MIAMI-DADE WATER AND SEWER DEPARTMENT

WATER PERMIT: Separate plans CPR-3 | SEWER PERMIT: DS-2019-22835

APPROVED ☑ | APPROVED AS REVISED ☐

Alberto Pedrayes — REVIEWER'S NAME | Alberto Pedrayes — SIGNATURE

6/27/2024 — DATE

THIS ACCEPTANCE IS VALID FOR TWO YEARS AND DOES NOT RELIEVE THE ENGINEER AND CONTRACTOR FROM COMPLIANCE WITH ALL COUNTY AND STATE REQUIREMENTS AND AGREEMENTS

APPROVED BY

Miami-Dade County
Department of Regulatory and Economic Resources
Environmental Resources Management
Sewerage Facilities Only

2024 -SEW-EXT- 00272 Date: 7/19/2024

For the Director: _____

Note: This Approval is not intended to cover structural design

TEST REQUIRED

Permittee MUST notify RER-DERM before field test is performed for:

☒ Exfiltration	☒ Pressure	☐ Pump Station Start-Up

Note: Refer to Permit Conditions

IGNACIO SERRALTA — LICENSE — No 45609 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

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PREPARED FOR:
CITY OF SOUTH MIAMI

PREPARED BY:

SRS ENGINEERING, INC.
CONSULTING ENGINEERS
5001 Southwest 74th Court, Suite 201
Miami, Florida 33155-4453
TEL. 305-662-8887, FAX 305-662-8858
WWW.SRS-CORP.COM
EB-00007317

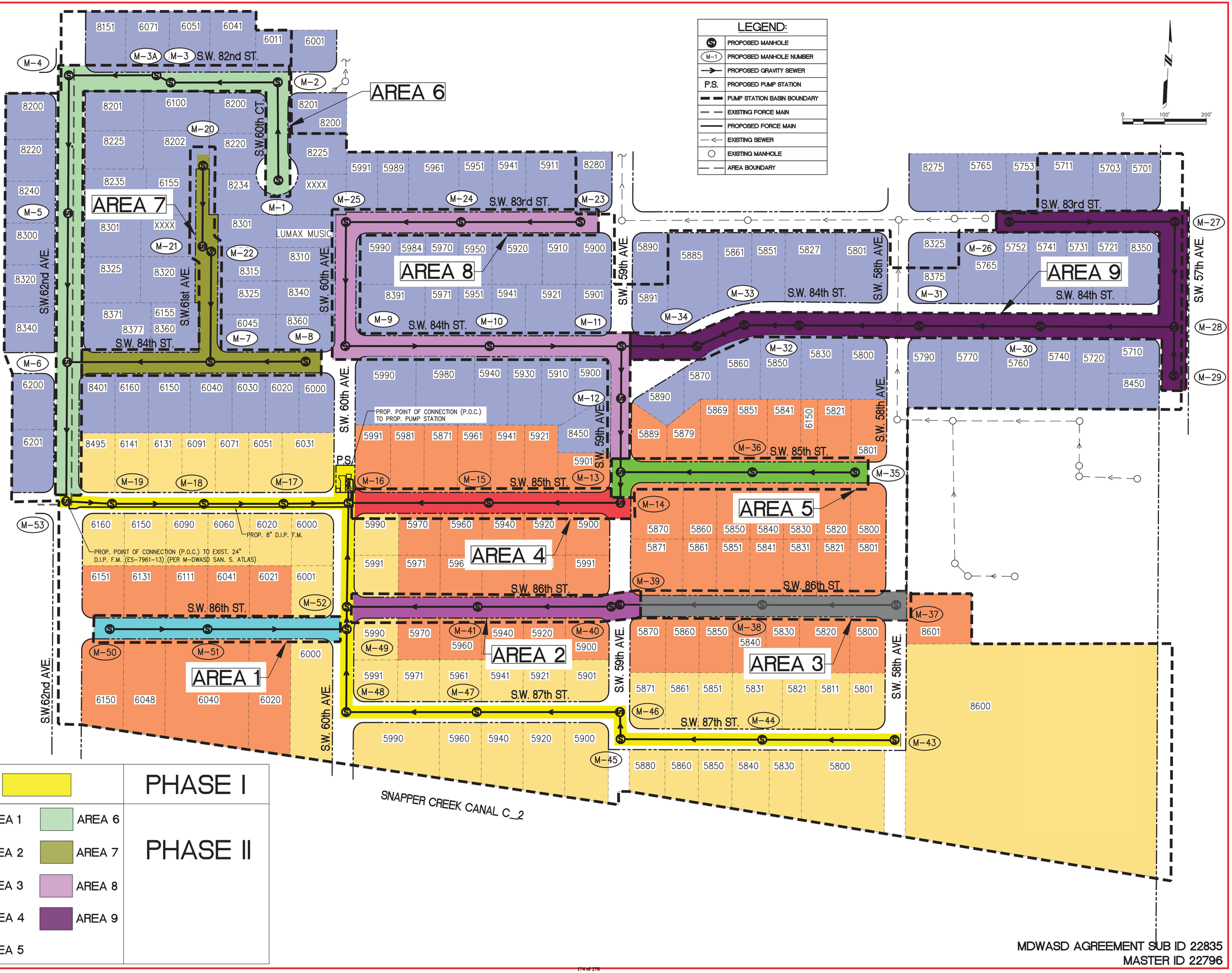
Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

MDWASD AGREEMENT SUB ID 22835a
MASTER ID 22796

DATE: 12/16/2025 | SHEET: C-0

LOCATED IN: F:\Engineering\SRS Projects\2023\2317 - South Miami Area K - Phase 1\Design\2317-COD_COVER.dwg & PRINTED ON: Tuesday, December 16, 2025, 6:07:25 PM

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(NOT PART OF M-DWASD NOTES FOR APPROVAL)

GENERAL NOTES:

1. ALL ELEVATIONS REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD-'29).
2. FLOOD CRITERIA ELEVATION IS 8.00 FEET BASED ON MIAMI DADE COUNTY FLOOD CRITERIA MAPS. OCTOBER WATER LEVEL 2.70
3. IN ACCORDANCE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL No. 120658, MAP No. 12086C458, SUFFIX L, THIS PROJECT IS LOCATED IN FLOOD ZONE "AH", BASE FLOOD ELEVATION = 7.00 & FLOOD ZONE "X".
4. EXISTING TOPOGRAPHIC AND TREE LOCATION INFORMATION HAS BEEN OBTAINED FROM THE SURVEY PREPARED BY: HADONNE LAND SURVEYORS AND MAPPERS ON 08/08/2017.
5. ALL PUBLIC LAND CORNERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED BY THE CONTRACTOR AS FOLLOWS: CORNERS AND MONUMENTS IN CONFLICT WITH THE WORK AND IN DANGER OF BEING DAMAGED, DESTROYED OR COVERED HAVE TO BE PROPERLY REFERENCED BY A PROFESSIONAL LAND SURVEYOR IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PRIOR TO BEGINNING WORK AT THAT SITE. THE CONTRACTOR SHALL RETAIN THE LAND SURVEYOR OF REFERENCE, AND RESTORE UPON COMPLETION OF THE WORK, ALL SUCH CORNERS AND MONUMENTS AND SHALL FURNISH TO THE ENGINEER A SIGNED AND SEALED COPY OF THE LAND SURVEYOR'S REFERENCE DRAWING.
6. ALL GRASS AREAS AFFECTED BY CONSTRUCTION SHALL BE RESODDED AS DIRECTED BY CITY INSPECTOR
7. ALL REFERENCE POINTS AND BENCH MARKS AS INDICATED ON THE ATTACHED PLANS SHALL BE PRESERVED AND PROTECTED BY THE CONTRACTOR. PRIOR TO FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL REESTABLISH AND MARK THOSE CONTROL POINTS IN A PERMANENT MANNER ON THE SURFACE OF THE COMPLETED WORK. ALL CONTROL POINTS RE-ESTABLISHED AND MARKED SHALL BE CERTIFIED, SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR AND RETURNED TO THE ENGINEER OF RECORD.
8. ALL CONSTRUCTION ASSOCIATED WITH THIS PROJECT SHALL BE IN ACCORDANCE WITH APPLICABLE CODES & AUTHORITIES HAVING JURISDICTION, INCLUDING BUT NOT LIMITED TO THE CITY OF SOUTH MIAMI PUBLIC WORKS DEPARTMENT, MIAMI-DADE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS DEPARTMENT STANDARDS, THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), MIAMI-DADE COUNTY'S REGULATORY AND ECONOMIC RESOURCES (RER). ANY DISCREPANCY MUST BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE CITY OF SOUTH MIAMI AND ENGINEER OF RECORD (EOR).
9. 48 HOURS PRIOR TO DIGGING CONTRACTOR SHALL COORDINATE WITH ALL UNDERGROUND UTILITY SERVICE COMPANIES TO VERIFY LOCATION OF ALL UNDERGROUND UTILITIES, ADDITIONALLY, CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE CALL OF FLORIDA, INC. (811) TO ASSURE THAT ALL UTILITIES HAVE BEEN IDENTIFIED.
10. THE LOCATION AND SIZE OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATION, ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS MUST BE RESOLVED BY THE ENGINEER AND THE CITY OF SOUTH MIAMI. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
11. UNDERGROUND UTILITY INFORMATION SHOWN HEREON WAS TAKEN FROM DATA PROVIDED BY THE CITY. UNDERGROUND UTILITY INFORMATION SHOWN HEREON WAS TAKEN FROM "AS-BUILT" DATA PROVIDED BY THE VARIOUS UTILITY COMPANIES AND SUPPLEMENTED BY FIELD MEASUREMENTS WHEN OBTAINABLE.
12. UTILITIES NEEDED TO BE ADJUSTED WILL BE ADJUSTED BY OTHERS. CONTRACTOR WILL BE RESPONSIBLE FOR SCHEDULING THESE ADJUSTMENTS WITH THE UTILITY COMPANY.
13. THE CONTRACTOR SHALL REQUEST THE LOCATION OF ANY WATER, SEWER OR GAS LATERALS SERVICING PROPERTIES ADJACENT TO THE PROJECT BEFORE EXCAVATING. THE ADDITIONAL COST OF EXCAVATING AROUND THE LATERALS SERVICING SAID PROPERTIES SHALL BE INCLUDED IN HIS BID.
14. ANY WATER AND SEWER LINES TO BE ADJUSTED SHALL BE APPROVED BY THE M-DWASD DEPARTMENT OF WATER AND SEWERS.
15. CONTRACTOR SHALL HAVE A SET OF PLANS WITH CURRENT FIELD CHANGES MARKED THERE-ON AND SHALL DELIVER THESE PLANS TO THE ENGINEER UPON COMPLETION OF CONSTRUCTION.
16. ALL EXCAVATION SHALL BE BACKFILLED. THEREFORE ORIGINAL GRADE SHALL BE RESTORED UPON COMPLETION OF COMPACTION, SODDING OR SEEDING AND MULCHING.
17. BACKFILLING PAVEMENT CUTS AND EXCAVATION WITHIN 2 FEET OF PAVEMENT EDGE SHALL MEET THE FOLLOWING ADDITIONAL REQUIREMENTS:
    (A) COMPACTED TO A DENSITY NOT LESS THAN 98% (ASTM D-1557-70)
    (B) DENSITY TESTS SHALL BE CONDUCTED EVERY 12" OF UNCOMPACTED DEPTH OR AS DIRECTED BY THE ENGINEER.
18. THE CONTRACTOR SHALL PROVIDE ALL WARNING LIGHTS, SIGNALS, SIGNS AND FLAGPERSONS AS REQUIRED BY THE CITY OF SOUTH MIAMI AND MIAMI-DADE COUNTY TRAFFIC ENGINEERING DIVISION. NO ADDITIONAL COMPENSATION SHALL BE GRANTED BY THE CITY FOR MOT COSTS ASSOCIATED WITH THIS PROJECT AFTER PROJECT AWARD. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL SCHOOLS & EMERGENCY SERVICES WITHIN THE VICINITY OF THE PROJECT LIMITS ABOUT THE CONSTRUCTION SCHEDULE.
19. ALL DISPOSAL OF EXCESS AND UNSUITABLE EXCAVATED MATERIAL, DEMOLITION, VEGETATION, RUBBISH AND DEBRIS SHALL BE MADE OUTSIDE THE LIMITS OF CONSTRUCTION AT A LEGAL DISPOSAL SITE PROVIDED BY THE CONTRACTOR AT HIS/HER OWN EXPENSE, WITH THE PRIOR APPROVAL OF THE ENGINEER. MATERIAL CLEARED FROM THE SITE SHALL NOT BE DEPOSITED ON ADJACENT AND/OR NEARBY PROPERTY.
20. ALL EXCESS MATERIALS AS DESIGNATED BY THE ENGINEER ARE TO BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY HIM AND AT THE CONTRACTOR'S EXPENSE.
21. CONTRACTOR IS TO PREVENT INTRODUCTION OF DEBRIS OR DIRT INTO NEW OR EXISTING STORM DRAINAGE SYSTEM AS A RESULT OF CONSTRUCTION ACTIVITIES. ALL LINES AND STRUCTURES SHALL BE KEPT CLEAN THROUGHOUT THE PROJECT AND PRIOR TO FINAL INSPECTION AND ACCEPTANCE.
22. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING, ESPECIALLY IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES.
23. CONTRACTOR SHALL SEQUENCE THE WORK SO AS TO MINIMIZE IMPACTS ON EXISTING OPERATIONS AND ACCESS TO BUSINESS, RESIDENTS AND FOR EMERGENCY OPERATIONS. CONTRACTOR SHALL PROVIDE SAFE ACCESS TO PROPERTY AT ALL TIMES.
24. ALL MUCK AND ORGANIC MATERIALS FOUND WITHIN THE CONSTRUCTION AREA SHALL BE REMOVED AND REPLACED WITH CLEAN FILL MATERIAL IN 6 INCH LIFTS COMPACTED TO NOT LESS THAN 95% MAXIMUM DENSITY AT OPTIMUM MOISTURE IN ACCORDANCE WITH AASHTO T-180. IF APPLICABLE
25. THE CONTRACTOR SHOULD TAKE SPECIAL NOTE OF THE SOIL CONDITIONS THROUGHOUT THIS PROJECT. ANY SPECIAL SHORING, SHEETING OR OTHER PROCEDURES NECESSARY TO PROTECT ADJACENT PROPERTY, EITHER PUBLIC OR PRIVATE, DURING EXCAVATION OF SUBSOIL MATERIAL AND EXFILTRATION TRENCH OR DURING THE FILING OF ANY AREA, OR FOR ANY OPERATION DURING CONSTRUCTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES TO EXISTING UTILITIES.
26. ANY EXISTING BUILDING, PAVEMENT OR OTHER EXISTING IMPROVEMENTS NOT SPECIFIED FOR REMOVAL WHICH IS DAMAGED, EXPOSED OR IN ANY WAY DISTURBED BY CONSTRUCTION PERFORMED UNDER THIS CONTRACT, SHALL BE REPAIRED, PATCHED OR REPLACED AT NO ADDITIONAL COST AND SATISFACTION TO THE CITY OF SOUTH MIAMI.
27. EXISTING CHAIN LINK FENCE, CONCRETE WALL AND METAL FENCE WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED UNLESS OTHERWISE INDICATED. ANY FENCING DAMAGED BY CONTRACTOR AT ANY TIME DURING CONSTRUCTION SHALL BE REPLACED OR REPAIRED TO ORIGINAL CONDITION.
28. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY SHALL BE RESTORED BY THE CONTRACTOR AT NO EXPENSE TO THE CITY OF SOUTH MIAMI. TRAFFIC SIGNS DAMAGED SHALL BE RESTORED IMMEDIATELY BY THE CONTRACTOR.
29. PAVEMENT REPAIRS SHALL BE "TYPE I" UNLESS OTHERWISE NOTED. CONCRETE CURB AND GUTTERS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART 1 (STANDARD DETAIL: R14.1).
30. CONTRACTOR SHALL ADHERE TO THE MUNICIPAL CODE OF CITY OF SOUTH MIAMI WHICH PROHIBITS EXCAVATION & CONSTRUCTION BEFORE 7:00 AM & AFTER 6:00 PM, MONDAY TO FRIDAY & ALL DAY SATURDAY & SUNDAY, UNLESS OTHERWISE INSTRUCTED BY THE CITY.
31. WHERE NEW PAVEMENT MEETS EXISTING CONNECTION SHALL BE MADE IN A NEAT STRAIGHT LINE AND FLUSH WITH EXISTING PAVEMENT. SAW CUT AT EXISTING PAVEMENT JOINT MATCHING TO NEW PAVEMENT.
32. CONTRACTOR SHALL COMPLY WITH ALL LOCAL AIR QUALITY AND POLLUTION CONTROL REGULATIONS THAT PERTAIN TO CONSTRUCTION ACTIVITIES. ALL COST FOR CONTROLLING DUST OR POLLUTION OF ANY KIND SHALL BE INCIDENTAL TO THE CONTRACT.
33. CONTRACTOR SHALL SCHEDULE INSPECTIONS AND TESTING EVENTS A MINIMUM OF 72 HOURS IN ADVANCE.
34. PROVIDE A SMOOTH TRANSITION WHERE NEW PAVEMENT, SIDEWALK, OR CURB MEETS EXISTING GRASS AREAS.
35. CONTRACTOR SHALL WARRANTY ALL WORK INCLUDING MATERIALS AND LABOR FOR A MINIMUM PERIOD IN ACCORDANCE WITH CITY OF SOUTH MIAMI
36. CERTIFICATE OF COMPLETION OF PROJECT IN ACCORDANCE WITH CONSTRUCTION DOCUMENTS WILL NOT BE ISSUED BY E.O.R. TO AGENCIES HAVING JURISDICTION UNLESS ALL REQUIREMENTS FOR CONSTRUCTION WORK ARE COMPLIED WITH AND CERTIFIED AS-BUILT DRAWINGS SUBMITTED AND ALL PERTINENT PERMITS ARE CLOSED.
37. EQUIPMENT -ALL CONSTRUCTION EQUIPMENT NECESSARY AND REQUIRED FOR THE PROPER CONSTRUCTION OF THIS PROJECT SHALL BE IN FIRST-CLASS WORKING CONDITION. DOWN TIME DUE TO FAULTY OR INOPERABLE EQUIPMENT SHALL BE NO EXCUSE FOR NOT MAINTAINING PROJECT CONSTRUCTION SCHEDULE.
38. ALL APPLICABLE PERMITS, PERMIT FEES AND CHARGES FROM AGENCIES HAVING JURISDICTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND MUST BE OBTAINED/PAID PRIOR TO COMMENCEMENT OF CONSTRUCTION. THIS SHALL BE INCLUDED IN CONTRACTOR'S BID PRICE FOR THE PROJECT.
39. ALL EXISTING ROCK BASE MATERIAL WHICH IS REMOVED IS TO BE INCORPORATED IN THE STABILIZED PORTION OF THE SUBGRADE, AS DIRECTED BY THE ENGINEER.
40. NONE OF THE EXISTING ROCK BASE THAT IS REMOVED IS TO BE INCORPORATED INTO THE PROPOSED LIMEROCK BASE
41. ALL UNSUITABLE MATERIAL UNDER THE NEW PAVEMENT SHALL BE REMOVED AND REPLACED WITH ACCEPTABLE MATERIALS BEFORE PROCEEDING WITH CONSTRUCTION.
42. ALL TREES NOT AFFECTED BY GRADING OPERATIONS ARE TO REMAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. CONTRACTOR MUST TAKE CARE NOT TO DAMAGE ANY TREE OR PALM THAT IS TO REMAIN WITHIN CONSTRUCTION AREA.
43. PRIOR TO REMOVAL AND/OR RELOCATION OF EXISTING TREES, IF REQUIRED, THE CONTRACTOR MUST OBTAIN APPROVAL FROM D.E.R.M. OTHERWISE CONTRACTOR SHALL PROTECT EXISTING TREES WHERE APPLICABLE WITHIN THE LIMITS OF CONSTRUCTION
44. CONTRACTOR SHALL ADJUST ALL EXISTING VALVES BOXES, CATCH BASINS GRATES, MANHOLES COVERS, ETC. TO MEET NEW GRADES WHERE APPLICABLE.

CONTRACTOR/CITY OF SOUTH MIAMI WILL NOTIFY THE PROPERTY OWNER BEFORE INSTALLATION OF THE SEWER LATERALS TO COORDINATE THE PROPER LOCATION

PRE-CONSTRUCTION RESPONSIBILITIES:

1. PRIOR TO THE COMMENCEMENT OF THE CONSTRUCTION AND THE RECEIPT OF THE "NOTICE TO PROCEED" THE CONTRACTOR SHALL ARRANGE A PRE-CONSTRUCTION CONFERENCE TO INCLUDE THE ENGINEER OF RECORD. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE AND BE PREPARED TO DISCUSS ANY CONCERNS OR COORDINATION EFFORTS AND REQUIREMENTS WITH THE PARTIES INVOLVED.
2. THE CONTRACTOR SHALL OBTAIN A SUNSHINE STATE ONE CALL OF FLORIDA, INC. CERTIFICATION NUMBER AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION. CONTACT 811, WWW.CALLSUNSHINE.COM

PROJECT RECORD DOCUMENTS:

1. DURING THE DAILY PROGRESS OF THE JOB THE CONTRACTOR SHALL RECORD THE EXACT LOCATION, LENGTH, AND ELEVATION OF ALL PROPOSED IMPROVEMENTS ON HIS SET OF CONSTRUCTION DRAWINGS.
2. UPON COMPLETION OF CONSTRUCTION AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER COMPLETE SETS OF ALL "AS-BUILT" CONSTRUCTION DRAWINGS, THE DRAWINGS SHALL INCLUDE CHANGES AND DIMENSIONS, LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS AND SHALL BE IN ACCORDANCE WITH THE "SURVEY WORK" SECTION OF THE "SPECIFICATIONS AND CONTRACT DOCUMENTS" FOR THIS PROJECT.
3. ALL "AS-BUILT" INFORMATION AND ELEVATIONS SHALL BE CERTIFIED BY A FLORIDA REGISTERED LAND SURVEYOR AND ALL FINAL MEASUREMENTS ARE TO BE IN THE FORM OF FIELD NOTES, PLANS AND CD (PDF FORMAT).

UTILITIES:

1. TWO FULL BUSINESS DAYS PRIOR TO DIGGING, THE CONTRACTOR SHALL CONTACT 811, WWW.CALLSUNSHINE.COM TO REQUEST UTILITY LOCATIONS BEFORE BEGINNING ANY CONSTRUCTION ACTIVITIES.
2. EXISTING UTILITIES SHALL BE MAINTAINED IN SERVICE DURING CONSTRUCTION UNLESS OTHERWISE APPROVED BY THE UTILITY OWNER. ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED.
3. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO (VERTICALLY AND HORIZONTALLY) PROTECT ALL EXISTING UTILITIES ON THIS PROJECT. ANY DAMAGE TO UTILITIES SHALL BE IMMEDIATELY REPORTED TO THE UTILITY OWNER. THE OWNER RESERVES THE RIGHT TO REMEDY SUCH DAMAGE BY ORDERING OUTSIDE PARTIES TO MAKE SUCH REPAIRS AT THE EXPENSE TO THE CONTRACTOR.
4. THE CONTRACTOR IS ADVISED THAT PROPERTIES ADJACENT TO THE PROJECT MAY HAVE ELECTRIC, TELEPHONE, GAS, WATER AND/OR SEWER SERVICE LATERALS WHICH MAY NOT BE SHOWN IN PLANS. THE CONTRACTOR MUST REQUEST THE LOCATION OF THESE LATERAL SERVICES FROM THE UTILITY COMPANIES. THE ADDITIONAL COST OF EXCAVATING, INSTALLING, BACKFILLING AND COMPACTING AROUND THESE LATERAL SERVICES MUST BE INCLUDED IN THE BID RELATED ITEM FOR THE WORK BEING DONE.
5. UTILITY OWNERS (LIST ALL THE UTILITY OWNERS IDENTIFIED WITHIN THE PROJECT LIMITS IN THE FORMAT SHOWN BELOW USING THE LATEST CONTACT INFORMATION FOUND IN THE DOCUMENT UTILITY CONTACT LIST.PDF UNDER THE UTILITIES FOLDER IN THE FDOT D6 ERC DOCUMENT LIBRARY):

SIGNING AND PAVEMENT MARKINGS:

1. ALL SIGNING AND PAVEMENT MARKINGS INSTALLED AS PART OF THESE PLANS SHALL CONFORM TO THE MOST RECENT EDITION OF THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS. FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS. ALL SIGN PANELS SHALL BE FABRICATED TO COMPLY WITH THE MOST RECENT EDITION OF THE FEDERAL HIGHWAY AND ADMINISTRATION STANDARD HIGHWAY SIGNS.
2. THE CONTRATOR SHALL MATCH EXISTING PAVEMENT MARKINGS AT THE BEGINNING AND THE END OF THE PROJECT AND AT ALL SIDE STREETS WITHOUT JOGS AND OFFSETS.
3. INCORRECTLY PLACED (THERMOPLASTIC OR) PAINT MARKINGS OVER FRICTION COURSE WILL BE REMOVED BY MILLING AND REPLACING THE FRICTION COURSE A MINIMUM WIDTH OF 1'8 IN AT THE CONTRACTOR'S EXPENSE. THE ENGINEER MAY APPROVE AN ALTERNATIVE METHOD IF IT CAN BE DEMONSTRATED TO COMPLETELY REMOVE THE MARKINGS WITHOUT DAMAGING THE ASPHALT.

GENERAL SAFETY NOTES:

1 ALL SAFETY REGULATIONS ARE TO BE ENFORCED BY THE CONTRACTOR DURING THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND THE SAFETY OF THE TRAVELING PUBLIC AND SAFETY OF HIS PERSONNEL.

2 THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF THE STATE OF FLORIDA, MANUAL ON TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS; SHALL BE FOLLOWED IN THE DESIGN APPLICATION, INSTALLATION, MAINTENANCE, AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNINGS DEVICES, AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKMEN FROM HAZARDS WITHIN THE PROJECT LIMITS.

3 ALL TRAFFIC CONTROL MARKING AND DEVICES SHALL CONFORM TO THE PROVISIONS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PREPARED BY U,S DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION

4 LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGULATIONS.

5 IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT M-DWASD OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.

6 THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING APPROPRIATE SAFETY PRECAUTIONS DURING EXCAVATION AND TRENCHING OPERATIONS AS REQUIRED BY THE "TRENCH SAFETY ACT".

7 NO WORK OR ACTIVITY SHALL BEGIN UNTIL ALL REQUIRED SAFETY ITEMS AND PERSONNEL ARE IN THEIR PROPER POSITIONS WITH APPROPRIATE SAFETY GEAR.

TRAFFIC CONTROL PLANS:

1. TRAFFIC CONTROLS SHALL BE IN ACCORDANCE WITH THE PROJECT PLANS, THE CURRENT EDITION OF THE FLORIDA DOT DESIGN STANDARDS (600 SERIES), THE STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AS MINIMUM CRITERIA.
2. NOTIFICATION OF LANE CLOSURES OR TEMPORARY DETOURS SHALL BE ACCOMPLISHED 14 WORKING DAYS PRIOR TO CLOSURE. DETOUR OR MOT PHASE CHANGE SHALL BE SUBMITTED WITH THE REQUIRED LANE CLOSURE FORM, SKETCHES, CALCULATIONS, AND OTHER DATA TO PUBLIC WORKS DEPT.
3. AT THE DISCRETION OF THE ENGINEER, IF A LANE CLOSURE CAUSES EXTENDED CONGESTION OR DELAY, THE CONTRACTOR SHALL BE DIRECTED TO REOPEN THE CLOSED LANE(S) UNTIL SUCH TIME THAT THE TRAFFIC FLOW HAS RETURNED TO AN ACCEPTABLE LEVEL.
4. THE TRAFFIC AND TRAVEL WAYS SHALL NOT BE ALTERED BY THE CONTRACTOR TO CREATE A WORK ZONE UNTIL ALL LABOR AND MATERIAL ARE AVAILABLE FOR THE CONSTRUCTION IN THAT AREA.
5. LANE CLOSURE SHALL OCCUR ONLY DURING NON-PEAK HOURS ON NON-EVENT DATS/NIGHTS/WEEKENDS. NON PEAK HOURS 9:00 AM TO 3:30 PM WEEKDAYS AND SATURDAYS. EXCEPTIONS MAY BE GRANTED UPON WRITTEN REQUEST TO THE CITY.
6. TRAFFIC CONTROL PLANS FOR ALL PHASES ARE DESIGNED FOR NON-PEAK HOURS ONLY. THE CONTRACTOR SHALL KEEP ALL EXISTING LANES OPEN DURING PEAK HOURS IN THESE PHASES.
7. AS DETERMINED BY THE ENGINEER, THE CONTRACTOR SHALL COVER WORK ZONE SIGNS WHEN CONDITIONS NO LONGER WARRANT THEIR USE. COST OF COVERING AND UNCOVERING THE SIGNS SHALL BE INCLUDED IN MAINTENANCE OF TRAFFIC PAY ITEM.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REMOVAL OF STORM WATER FROM ROADWAYS UTILIZED FOR MAINTAINING TRAFFIC IN A MANNER APPROVED BY THE ENGINEER. COST FOR REMOVING THE WATER SHALL BE INCLUDED IN MAINTENANCE OF TRAFFIC PAY ITEM.
9. TEMPORARY LANE TRANSITIONS, SHIFTS, AND CROSSOVERS SHALL HAVE SOLID LANE AND EDGE LINES FOR THE LENGTH OF THE TRANSITION, SHIFT OR CROSSOVER. IN ADDITION, SOLID LANE AND EDGE LINES SHALL EXTEND 100 FT ON TANGENT BEYOND EACH END OF THE TRANSITION, SHIFT, OR CROSSOVER. EXCEPTION SHALL BE THROUGH INTERSECTIONS WHERE 2 FT TO 4 FT SKIP LINES WILL BE PLACED.
10. ALL TEMPORARY STRIPES AND MARKINGS SHALL BE PAINT ONLY, UNLESS OTHERWISE SPECIFIED ON THE PLANS OR APPROVED BY THE ENGINEER. COST OF TEMPORARY STRIPPING SHALL BE INCLUDED IN MOT PAY ITEM.
11. EACH EXISTING STREET NAME AND STOP SIGN AFFECTED BY CONSTRUCTION SHALL BE RELOCATED AND MAINTAINED IN AN APPROPRIATE LOCATION FOR THE DURATION OF THE PROJECT. WHEN NO LONGER AFFECTED BY CONSTRUCTION, THESE SIGNS SHALL BE RESTORED TO THEIR ORIGINAL POSITION. COST OF TEMPORARILY RELOCATING AND RESTORING THE SIGNS SHALL BE INCLUDED IN MAINTENANCE OF TRAFFIC PAY ITEM.
12. FOR DROP OFFS, THE CONTRACTOR'S SHALL FOLLOW TO FDOT STANDARD INDEX NO. 600 SHEET 10 OF 13. THE CONTRACTOR SHALL USE SHOULDER TREATMENT DETAIL WHEN NO BARRIERS ARE REQUIRED IN THE PLANS
13. CONTRACTOR SHALL PREPARE AND SUBMIT AN ACCEPTABLE MOT PLAN FOR THE PROJECT. THE MOT PLAN SHALL BE SUBMITTED TO THE CITY OF SOUTH MIAMI'S PUBLIC WORKS DEPARTMENT FOR REVIEW AND APPROVAL.
14. LANE CLOSURES SHALL NOT BE PERMITTED DURING SCHOOL SPEED ZONE HOURS WHERE SUCH CLOSURES WILL AFFECT TRAFFIC FLOW IN THE VICINITY OF THE SCHOOL SPEED ZONES.

WORK ZONE LIMITS:

1. THE LENGTH OF AN OPEN TRENCH SHALL NOT EXCEED 500 FT. PROPERTY ACCESS SHALL BE MAINTAINED IN ACCORDANCE TO ARTICLE 102- 5.5 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION.
2. NO MORE THAN TWO BLOCKS OF STREET SHALL BE UNDER CONSTRUCTION AT A TIME AND ALL WORK AND RESTORATION SHALL BE COMPLETED ON ONE OF SUCH BLOCKS BEFORE WORK MAY BEGIN IN A NEW BLOCK.

MDWASD AGREEMENT SUB ID 22835a
MASTER ID 22796

SRS ENGINEERING,INC.
CONSULTING ENGINEERS EB-00007317
5001 S.W. 74th COURT, SUITE 201
MIAMI, FLORIDA 33155
TEL. 305-662-8887 FAX 305-662-8858
WWW.SRS-CORP.COM

PROJECT NAME: CITY OF SOUTH MIAMI SUB AREA K SANITARY SEWER

CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: GENERAL NOTES

IGNACIO SERRALTA LICENSE No 45609 STATE OF FLORIDA PROFESSIONAL ENGINEER 6/25/2024

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY: IGNACIO SERRALTA, P.E. ON THE DATE ADJACENT TO THE SEAL PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

S.R.S. PROJ. No.: 2317
DATE: 6/25/2024
DRAWN BY: A.S.
DESIGNED BY: M.F.
CHECKED BY: M.T.

REVISIONS

no.	date	description

SHEET C-1

THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE OR WHICH THEY WERE PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. RE-USE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THE RESTRICTIONS.

LOCATED IN: F:\Engineering\SRS Projects\2023\2317 - South Miami Area K - Phase 1\Design\2317-C01-COZ_NOTES.dwg & PRINTED ON: Tuesday, June 25, 2024, 5:13:46 PM

(NOT PART OF M.-D.W.A.S.D. NOTES NOR APPROVAL)

RER-DERM WATER-SEWER GENERAL NOTES

1. A horizontal distance of at least 6 feet, and preferably 10 feet (outside to outside), shall be maintained between gravity or pressure sewer pipes and water pipes. The minimum horizontal separation can be reduced to 3 feet for vacuum-type sewers or for gravity sewers where the top of the sewer pipe is at least 6 inches below the bottom of the water pipe. When the above specified horizontal distance criteria cannot be met due to an existing underground facility conflict, smaller separations are allowed if one of the following is met:
   a) The sewer pipes are designed and constructed equal to the water pipe and pressure tested at 150 psi.
   b) The sewer is encased in a watertight carrier pipe or concrete.
   c) The top of the sewer is at least 18 inches below the bottom of the water pipe.

2. A vertical distance of at least 12 inches (outside to outside) shall be maintained between any water and sewer mains with sewer pipes preferably crossing under water mains. The minimum vertical separation can be reduced to 6 inches for vacuum-type sewers or for gravity sewers where the sewer pipe is below the water main. The crossing shall be arranged so that all water main joints are at least 6 feet from all joints in gravity and pressure sewer pipes. This distance can be reduced to 3 feet for vacuum-type sewers. When the above specified vertical distance criteria cannot be met due to an existing underground facility conflict, smaller separations are allowed if one of the following is met:
   a) The sewer pipes are designed and constructed equal to the water pipe and pressure tested at 150 psi.
   b) The sewer is encased in a watertight carrier pipe or concrete.

3. Air release valves shall be provided at high points of new force main sanitary sewers.

4. Gravity sanitary sewers constructed within a public wellfield protection area shall be C-900 PVC or Ductile Iron Pipe. The maximum allowable exfiltration rate of gravity sanitary sewers constructed in a public wellfield protection area shall be:
   a) Residential Land Uses. Fifty (50) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe.
   b) Non-Residential Land Uses. Twenty (20) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe.
   c) Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.

5. The maximum allowable exfiltration rate of gravity sanitary sewers constructed outside a public wellfield protection area shall be one hundred (100) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe. Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.

6. Forcemain sanitary sewers constructed within a public wellfield protection area shall be ductile iron, C-900 PVC, HDPE or reinforced concrete pressure sewer pipes.

7. The maximum allowable exfiltration/leakage rate of forcemain sanitary sewers shall be:
   a) Ductile Iron, C-900 PVC, HDPE and PVC Pipe. The allowable leakage rate specified in American Water Works Association Standard (AWWAS) C600-82 at a test pressure of 100 psi for a duration of not less than two (2) hours.
   b) Reinforced Concrete Pressure Pipe. Half (1/2) the allowable leakage rate specified in AWWA C600-82 at a test pressure of 100 psi for a duration of not less than two (2) hours.
   c) Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.

8. The contractor shall verify nature, depth, and character of existing underground utilities prior to start of construction.

9. In no case shall a contractor install utility pipes, conduits, cables, etc. in the same trench above an existing water or sewer pipe except where they cross.

10. If any area of the work site is found to contain buried solid waste and/or ground or ground water contamination, the following shall apply:
    a) All work in the area shall follow all applicable safety requirements (e.g., OSHA, etc.) and notification must be provided to the appropriate agencies.
    b) Immediately notify the Environmental Monitoring and Restoration Division (EMRD). The EMRD can be contacted at (305) 372-6700.
    c) If contaminated soils and/or buried solid waste material is excavated during construction, then they require proper handling and disposal in accordance with the local, state and federal regulations. Be advised that the landfill owner/operator is the final authority on disposal and may have requirements beyond those provided by herein. If disposal within a Miami-Dade County owned landfill (Class I landfill) is appropriate and selected, please contact the Miami-Dade County Department of Solid Waste Management at (305) 594-6666 for information.
    d) The reuse of contaminated soils that are not returned to the original excavation requires prior approval of a Soil Management Plan from the Environmental Monitoring and Restoration Division. The EMRD can be contacted at (305) 372-6700.

11. Pumps must comply with the National Electrical Code (NEC) requirements for Class I, Group D, Division 1 locations (Explosion Proof).

12. The contractor is advised that a Tree Removal/Relocation Permit may be required prior to the removal and/or relocation of tree resources. Prior to removing or relocating any trees, the Contractor shall notify the Tree and Forest Resources Section of DERM at (305) 372-6574 or via e-mail at: tfrs@miamidade.gov , or contact the municipality with tree ordinance jurisdiction to obtain any required permits. Those trees not interfering with the construction shall be protected in place in accordance with the provisions of Section 24-49.5 of the Miami-Dade Code.

13. Please note that the demolition, removal, and/or disturbance of existing underground utilities that contain asbestos- cement pipes (ACP) are subject to the provisions of 40 CFR-61 Subpart M. Therefore, pursuant to the provisions of 40 CFR-61-145, a NOTICE OF DEMOLITION OR ASBESTOS RENOVATION form must be filed with the Air Quality Management Division (AQMD) of DERM, at least ten (10) working days prior to starting of any work. Note that the backfilling and burial of crushed ACP would cause these locations to be considered active disposal sites and subject to 40 CFR-61.154, and 40 CFR-61.151 a year after project completion.
    Existing standard operating procedures, as well as applicable federal, state and local regulatory criteria, must be followed and implemented to minimize any potential release of fugitive emissions, especially during project construction activities. The AQMD can be contacted via email at asbestos@miamidade.gov or 305-372-6925.

Rev. 4/30/2018

p:\pollution regulation\delegated env permitting\ww-corr_extensions\sewer extensions\forms and package\se application package\se permit package\package march-2017\rer-derm-notes official last one-revised(2018-0429).doc

1. ALL MATERIALS AND LABOR UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT AND SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS AVAILABLE AND ON FILE WITH THE DEPARTMENT. SUBMIT SHOP DRAWINGS FOR ALL MATERIALS.

2. COVER OVER WATER OR SEWER FORCE MAINS SHALL BE 4'-0" MIN.

3. ALL MAIN LINE VALVES SHALL BE INSTALLED COMPLETE WITH 10" RISER PIPES AND NO. 3 OR 53 VALVE BOXES FIRE HYDRANTS AND SERVICE VALVES SHALL BE INSTALLED COMPLETE WITH 6" RISER PIPES AND NO. 2 VALVE BOXES.

4. ALL FORCE MAIN SERVICE CONNECTIONS INTO PRESSURE TRANSMISSION MAINS SHALL HAVE A SHUT OFF VALVE AND CHECK VALVE AT THE POINT OF ENTRY.

5. ALL GRAVITY SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH DEPARTMENT STANDARDS.

6. ALL WATER METERS WILL BE INSTALLED BY THE MIAMI-DADE WATER AND SEWER DEPARTMENT, PROVIDING THE APPROPRIATE CHARGES HAVE BEEN PREPAID.

7. FIRE HYDRANT REQUIREMENTS (NUMBER AND LOCATION) SHALL BE AS REQUIRED BY MIAMI-DADE COUNTY FIRE DEPARTMENT OR THE APPROPRIATE FIRE AGENCY WITH INSTALLATION IN ACCORDANCE WITH DEPARTMENT STANDARDS.

8. CONTRACTOR MUST CALL MDWASD INSPECTION DIVISION TO ARRANGE FOR A PRECONSTRUCTION MEETING 2 FULL BUSINESS DAYS PRIOR TO PROPOSED START OF CONSTRUCTION. CONTACT ONE CALL CENTER 48 HRS PRIOR TO EXCAVATION.

9. CONTRACT INSPECTOR WILL INSPECT ANY FACILITIES APPROVED BY THE DEPARTMENT. ALL OTHER REQUIREMENTS OF THE PERMITTING AGENCY SHALL BE IN ACCORDANCE WITH THEIR STANDARDS AND REQUIREMENTS.

10. WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED AS COMPLETE UNTIL FINAL ACCEPTANCE OF THE SYSTEM BY THE DEPARTMENT AND UNTIL THE FOLLOWING DOCUMENTS ARE RECEIVED AND APPROVED BY THE DEPARTMENT:

a. EASEMENTS, IF REQUIRED
b. CONTRACTOR'S WAIVER AND RELEASE OF LIEN
c. ABSOLUTE BILL OF SALE
d. i. CONTRACTOR'S LETTER OF WARRANTY (I.E., LETTER AGREEMENT)
   ii DEVELOPER'S CONTRACT BOND (I.E., CONTRACT AGREEMENT).
e. "RECORD DRAWING" PRINTS (24"x 36") SHOWING SPECIFIC LOCATIONS, DEPTH, ETC. OF ALL WATER AND SEWER FACILITIES AS LOCATED BY A LICENSED SURVEYOR & MAPPER, ALONG WITH PRINTS OF "RECORD DRAWINGS" WHICH HAVE BEEN SIGNED AND SEALED BY A REGISTERED SURVEYOR & MAPPER. (No. OF PRINTS: 3-FOR WATER, 4-FOR GRAVITY SEWER AND 5-FOR FORCE MAIN OR PUMP STATION PROJECTS). Submittal of final CAD Files required.
f. H.R.S. LETTER OF RELEASE REQUIRED FOR ALL WATER PROJECTS
g. BILL OF SALE SKETCH (8½"x 11") FOR WATER AND SEWER, SEPARATELY

11. ALL NEW CONNECTIONS FROM EXISTING DEPARTMENT MAINS TO BE MADE BY DEPARTMENT FORCES ONLY. THE CONTRACTOR TO EXCAVATE AT REQUIRED LOCATIONS, PROVIDE AND INSTALL MATERIAL WITH FITTINGS, PRIOR TO TAP.

12. AN APPROVED PAVING AND DRAINAGE PLAN MUST BE SUBMITTED TO MDWASD FOR ALL NEW SUBDIVISIONS PRIOR TO APPROVAL OF WATER AND SEWER PERMIT PLANS, UPON REQUEST.

13. UNLESS OTHERWISE SPECIFIED, ALL TAPS 20 INCHES AND SMALLER FOR CONNECTIONS TO EXISTING MAINS WILL BE DONE BY DEPARTMENT FORCES. UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR BE PERMITTED TO TAP EXISTING MAINS IN THE SIZE RANGE SPECIFIED ABOVE. THE TAPPING SLEEVE AND TAPPING VALVE ARE FURNISHED AND INSTALLED BY THE CONTRACTOR UNDER THE SUPERVISION OF THE INSPECTOR.

ITEM	CROSS REF.	SPEC. REF.

ISSUE DATE	APPROVED BY
03/01/2010	V.F.C.
07/20/2016	D.V.

MIAMI-DADE COUNTY — Delivering Excellence Every Day — WATER & SEWER DEPARTMENT

STANDARD DETAIL

STANDARD REQUIREMENTS WATER AND SEWER CONSTRUCTION

GS 0.5 SHEET 1 OF 2

THE FOLLOWING ACTIVITIES ON EXISTING WATER SERVICES AND/OR EXISTING WATER MAINS SUCH AS:

- CUT AND PLUGS
- WATER MAIN OFFSETS
- INTERCONNECTIONS
- SERVICE INSTALLATIONS / RETIREMENTS / SERVICE TRANSFERS
- HYDRANT INSTALLATIONS / RETIREMENTS / RELOCATIONS
- ANY WORK THAT MAY AFFECT THE QUALITY AND/OR QUANTITY OF WASD'S WATER, TRANSMISSION AND DISTRIBUTION SYSTEM

SHALL BE PERFORMED BY A LICENSED CONTRACTOR UNDER THE SUPERVISION OF WASD LICENSED OPERATOR AND WASD DONATIONS INSPECTOR UNDER THE SCOPE AND JURISDICTION OF THE CONTRACTOR'S RIGHT-OF-WAY PERMIT. PRIOR TO ANY WORK BEING DONE, THE LICENSED CONTRACTOR SHALL COORDINATE WITH WASD DONATION INSPECTOR FOR THE SCHEDULING OF LICENSED OPERATOR TO BE PRESENT FOR PROPOSED ACTIVITY.

FOR ALL PROJECTS WHERE REMOVAL OF UTILITY LINES IS PROPOSED

1. ALL EXISTING UTILITIES BEING REMOVED AND/OR RELOCATED MUST REMAIN ACTIVE AND IN SERVICE, UNTIL SUCH TIME WHEN NEW REPLACING UTILITIES HAVE BEEN INSTALLED, IN SERVICE, ACCEPTED BY THE DEPARTMENT AND ALL RELATED SERVICES FROM THE EXISTING MAINS HAVE BEEN TRANSFERRED TO THE NEW ONES, BY A LICENSED CONTRACTOR UNDER THE SUPERVISION OF WASD LICENSED OPERATOR AND WASD DONATIONS INSPECTOR UNDER THE SCOPE AND JURISDICTION OF THE CONTRACTOR'S RIGHT-OF-WAY PERMIT

2. ALL WATER AND/OR SEWER FACILITIES LOCATED IN PRIVATE PROPERTY SHALL BE REMOVED AFTER ALL INSTALLED SERVICES FROM THEM HAVE BEEN TRANSFERRED TO THE ALREADY INSTALLED AND IN SERVICE NEW MAINS. ANY ASSOCIATED EXCLUSIVE EASEMENTS SHALL BE CLOSED AND RELEASED AFTER THE REMOVAL OF THE EXISTING WATER AND/OR SEWER FACILITIES

1. AT THE COMPLETION OF ANY WATER AND SEWER JOB EITHER DONATION OR CONTRACT, THE CONTRACTOR SHALL SUBMIT:
   a. RECORD DRAWING PRINTS WHICH HAVE BEEN SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER (QTY. OF PRINTS AS REQUIRED BY THE DEPARTMENT).

2. "RECORD DRAWING" FORMAT:
   a. 24"x 36" PRINTS
   b. PDF FILE
   c. CADD FILE (DWG OR DXF) ROTATED AND TRANSLATED TO STATE PLANE COORDINATES NAD 83 FLORIDA EAST ZONE
   d. THE WORDS "RECORD DRAWING" IN LARGE LETTERS
   e. TITLE BLOCK WITH DEPARTMENT DS, DW OR ER NUMBER AND PERTINENT INFORMATION
   f. PREFERRED SCALE TO BE 1"= 40' HORIZONTALLY AND 1"= 4' VERTICALLY*
   g. STREET NOMENCLATURE
   h. SEPARATE RECORD DRAWINGS FOR WATER AND SEWER
   i. SEPARATE WATER AND SEWER PROFILE
   j. STATIONING STARTING WITH 0+00 AT PERMANENT REFERENCE POINT (I.E. ℄, ℄, ETC.) OR AS SHOWN ON DESIGN PERMIT PLANS, AND TO RUN CONTINUOUSLY TO END OF MAIN
   k. EASEMENTS, IF ANY, TIED TO PERMANENT REFERENCE POINT
   l. IDENTIFY ALL CONTROL LINES (I.E. BLDG. LINE, PROPERTY LINE, R/W, ETC.)
   m. ALL "PROPOSED" INFORMATION TO BE REMOVED FROM PRINTS, LEAVING ONLY RECORD DRAWING INFORMATION REFLECTED IN DRAWINGS

3. WATER "RECORD DRAWINGS" MUST INCLUDE:
   a. PLANS SHOWING PIPE SIZE, MATERIAL AND OFFSET OF MAIN, DEFLECTIONS (IF ANY), STATION OF SERVICES, HYDRANTS, VALVES, FITTINGS, IF ANY, ALL IN STATE PLANE COORDINATES. UTILITY CROSSINGS SHALL BE CLEARLY IDENTIFIED AND LOCATED.
   b. PROFILE SHOWING TOP OF GROUND AND TOP OF PIPE ELEVATIONS AT EVERY 100' STATION AND AT ANY CHANGE IN GRADE (WITH CORRESPONDING STATION), PIPE SIZE AND PIPE MATERIALS REFERENCED TO PLAN.

4. SEWER "RECORD DRAWINGS" MUST INCLUDE:
   a. PLAN SHOWING MANHOLE NUMBER, PIPE SIZE AND PIPE MATERIAL OF PIPE, DEFLECTION, SLOPE OF GRAVITY SEWER, LOCATION OF LATERALS WITH REFERENCE TO MANHOLE AND CLEANOUTS.
   b. THE NORTHERLY AND EASTERLY COORDINATES ON ALL FIELD OBTAINED MEASUREMENTS AND PROVIDED ON ALL RECORD DRAWING SUBMITTALS
   c. PROFILE SHOWING MANHOLE NUMBER (AS PER PLAN), RIM AND INVERT ELEVATIONS (IF MORE THAN ONE INVERT, LABEL NORTH, SOUTH, ETC.), AND STATION STARTING AT 0+00 AT DOWNSTREAM MANHOLE.

5. FORCE MAIN "RECORD DRAWING" SAME AS WATER MAIN.

6. EACH RECORD DRAWING SHALL SHOW THE FLORIDA STATE PLANE COORDINATES (CURRENT READJUSTMENT) OF ALL THE MANHOLES AND VALVES AND OF AT LEAST TWO HORIZONTAL CONTROL POINTS PROPERLY IDENTIFIED AND LOCATED WITHIN THE PROJECT.

* OTHER SCALE MAY BE PERMITTED, BUT MUST BE APPROVED BY THE DEPARTMENT PRIOR TO PREPARATION OF DRAWINGS.

ITEM	CROSS REF.	SPEC. REF.

ISSUE DATE	APPROVED BY
03/11/2009	V.F.C.
07/20/2016	D.V.

MIAMI-DADE COUNTY — Delivering Excellence Every Day — WATER & SEWER DEPARTMENT

STANDARD DETAIL

"RECORD DRAWING" REQUIREMENTS

GS 0.5 SHEET 2 OF 2

NOTES:

1. ELEVATIONS SHALL BE REFERENCED IN N.G.V.D. OF 1929
2. NO PRE-CONSTRUCTION MEETING PERMITTED UNTIL PUMP STATION PLANS ARE APPROVED
3. ALL PROPOSED MANHOLES WITH RIM ELEVATION LESS THAN 8.55 (FLOOD CRITERIA) SHALL HAVE WATERTIGHT AND LOCKABLE GRATE.

- FLOOD CRITERIA = 7.00 (NAVD 88) = 8.55 (NGVD 29)
- FEMA FLOOD MAP ZONE "X" AND ZONE "AH" (ELEV.= 7.00 NGVD 29)

THIS REVISION SUPERCEDES ALL PREVIOUS ACCEPTANCES

MIAMI-DADE WATER AND SEWER DEPARTMENT

WATER PERMIT: Separate plans CPR-3 — SEWER PERMIT: DS-2019-22835

APPROVED ☑ — APPROVED AS REVISED ☐

Alberto Pedrayes — REVIEWER'S NAME — SIGNATURE: Alberto Pedrayes

6/27/2024 — DATE

THIS ACCEPTANCE IS VALID FOR TWO YEARS AND DOES NOT RELIEVE THE ENGINEER AND CONTRACTOR FROM COMPLIANCE WITH ALL COUNTY AND STATE REQUIREMENTS AND AGREEMENTS

MDWASD AGREEMENT SUB ID 22835a
MASTER ID 22796

SRS ENGINEERING,INC.
CONSULTING ENGINEERS EB-00007317
5001 S.W. 74th COURT, SUITE 201
MIAMI, FLORIDA 33155
TEL. 305-662-8887 FAX 305-662-8858
WWW.SRS-CORP.COM

PROJECT NAME: CITY OF SOUTH MIAMI SUB AREA K SANITARY SEWER

CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: WATER AND SEWER STANDARD DETAILS

IGNACIO SERRALTA — LICENSE — No 45609 — STATE OF FLORIDA — PROFESSIONAL ENGINEER
6/25/2024

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY: IGNACIO SERRALTA, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

S.R.S. PROJ. No.: 2317
DATE: 6/25/2024
DRAWN BY: A.S.
DESIGNED BY: M.F.
CHECKED BY: M.T.

REVISIONS

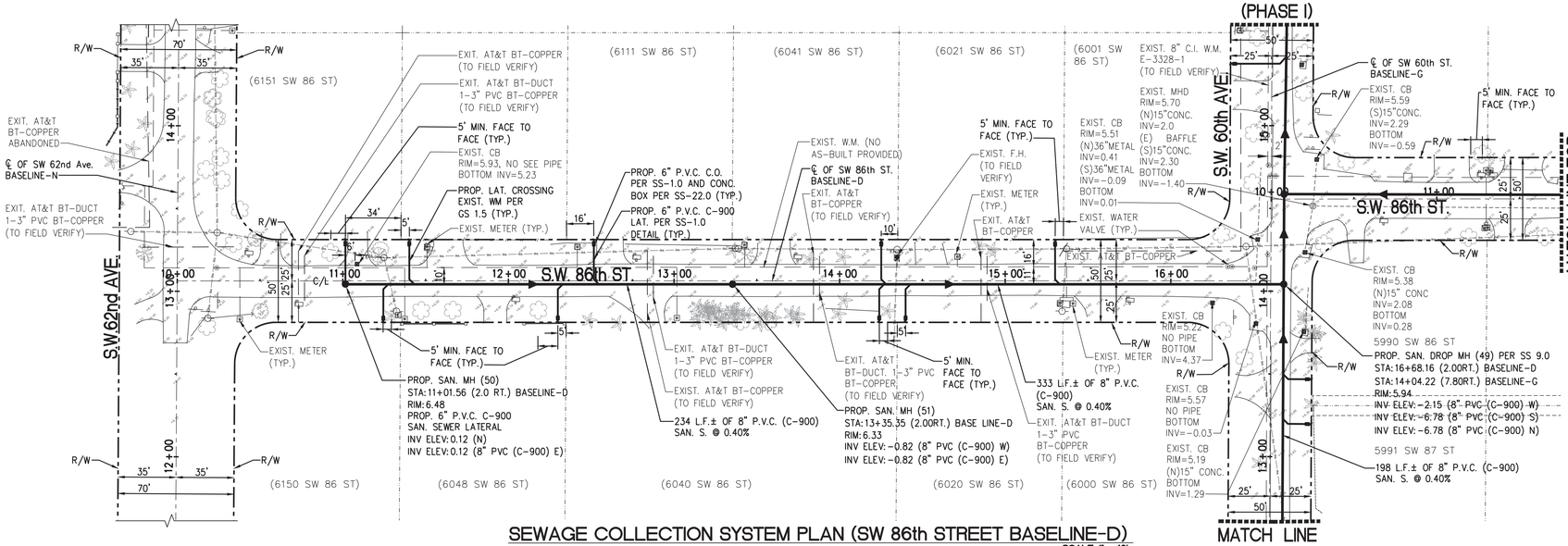
no.	date	description

SHEET C-2

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LOCATED IN: P:\Engineering\SRS Projects\2023\2317 - South Miami Area K - Phase 1\Design\2317-C01-C02_NOTES.dwg & PRINTED ON: Tuesday, June 25, 2024, 5:13:50 PM

PHASE II

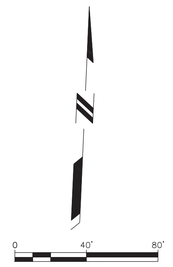


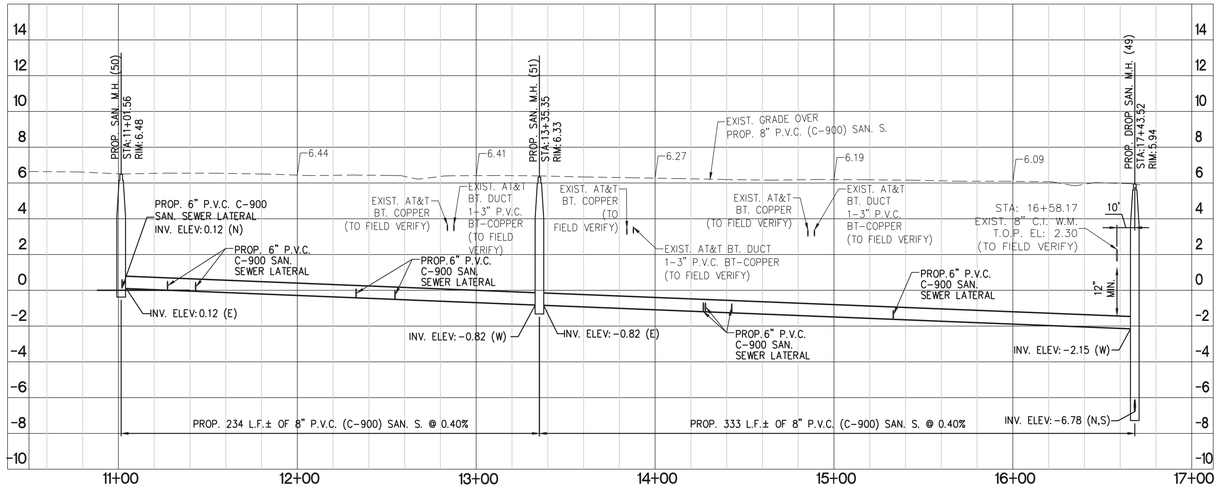
SEWAGE COLLECTION SYSTEM PLAN (SW 86th STREET BASELINE-D)

SCALE: 1" = 40'



LOCATION MAP
N.T.S.





SEWAGE PROFILE (SW 86th STREET BASELINE-D) MH-50, MH-51, MH-49

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.

THIS REVISION SUPERCEDES ALL PREVIOUS ACCEPTANCES

MIAMI-DADE
WATER AND SEWER DEPARTMENT

WATER PERMIT: Separate plans CPR-3
SEWER PERMIT: DS-2019-22835
APPROVED ☑ APPROVED AS REVISED ☐
Alberto Pedrayes — REVIEWER'S NAME
SIGNATURE
6/27/2024 — DATE

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MDWASD AGREEMENT SUB ID 22835a
MASTER ID 22796

SRS ENGINEERING,INC.
CONSULTING ENGINEERS EB-00007317
5001 S.W. 74th COURT, SUITE 201
MIAMI, FLORIDA 33155
TEL. 305-662-8887 FAX 305-662-8858
WWW.SRS-CORP.COM

PROJECT NAME: CITY OF SOUTH MIAMI
SUB AREA K SANITARY SEWER

CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: SW 86TH STREET BASELINE-D
SAN. SEWER PLAN AND PROFILE

IGNACIO SERRALTA LICENSE No 45609 STATE OF FLORIDA PROFESSIONAL ENGINEER
6/25/2024

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S.R.S. PROJ. No.: 2317
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DRAWN BY: A.S.
DESIGNED BY: M.F.
CHECKED BY: M.T.

REVISIONS

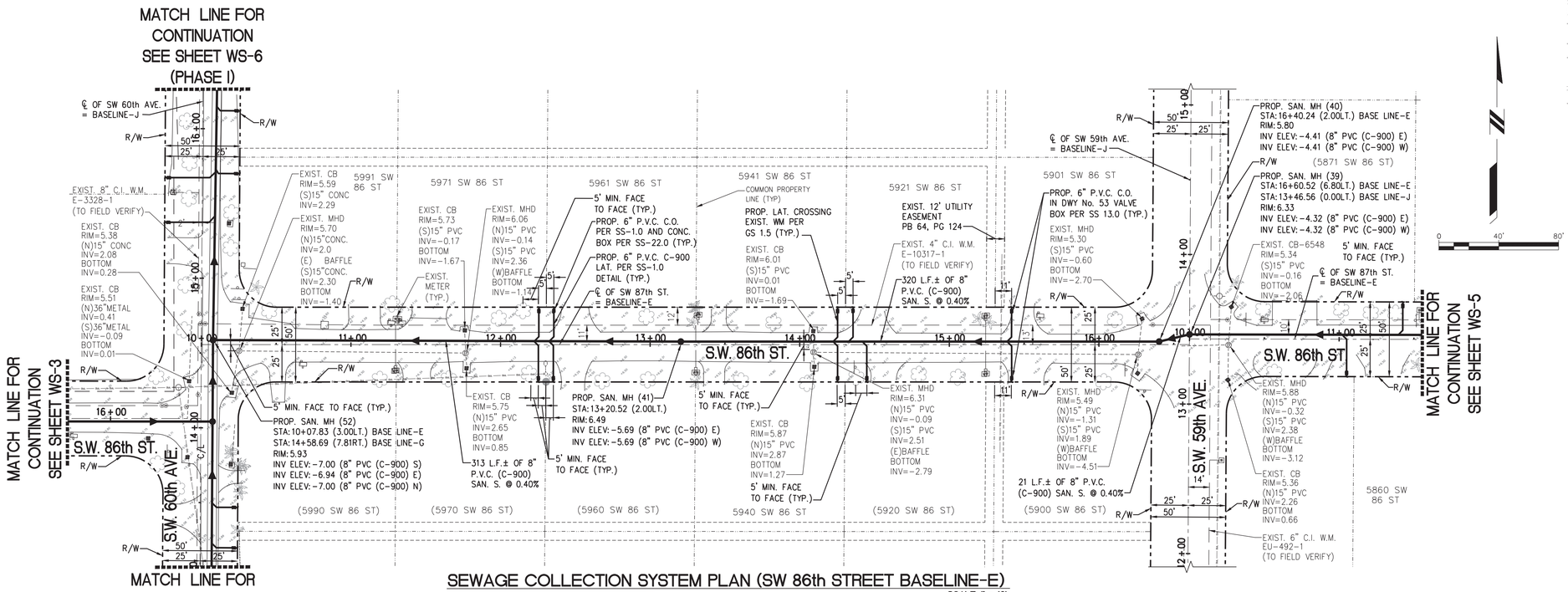
no.	date	description

SHEET
WS-3

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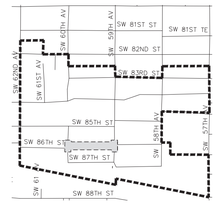
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PHASE II

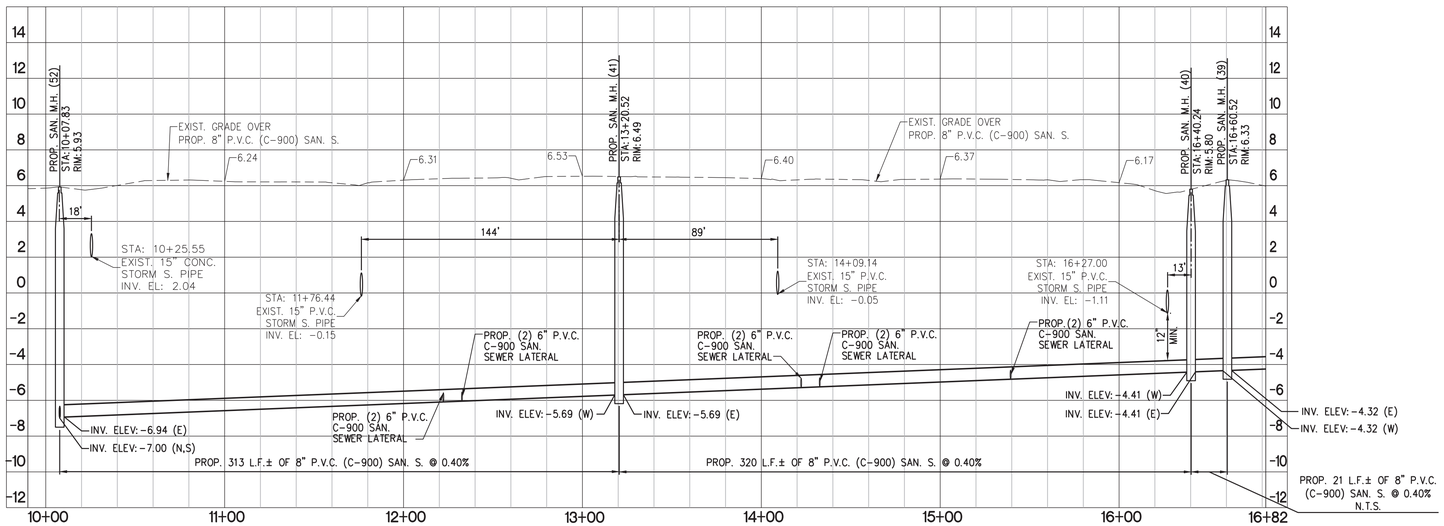


SEWAGE COLLECTION SYSTEM PLAN (SW 86th STREET BASELINE-E)

SCALE: 1" = 40'



LOCATION MAP
N.T.S.



SEWAGE PROFILE (SW 86th STREET BASELINE-E) MH-52, MH-41, MH-40, MH-39

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.

THIS REVISION SUPERCEDES ALL PREVIOUS ACCEPTANCES

MIAMI-DADE
WATER AND SEWER DEPARTMENT

WATER PERMIT: Separate plans CPR-3
SEWER PERMIT: DS-2019-22835
APPROVED ☑ APPROVED AS REVISED ☐
Alberto Pedrayes — REVIEWER'S NAME
SIGNATURE
6/27/2024 — DATE

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PROJECT NAME: CITY OF SOUTH MIAMI
SUB AREA K SANITARY SEWER

CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: SW 86TH STREET BASELINE-E SAN. SEWER PLAN AND PROFILE

IGNACIO SERRALTA LICENSE No 45609 STATE OF FLORIDA PROFESSIONAL ENGINEER
6/25/2024

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REVISIONS

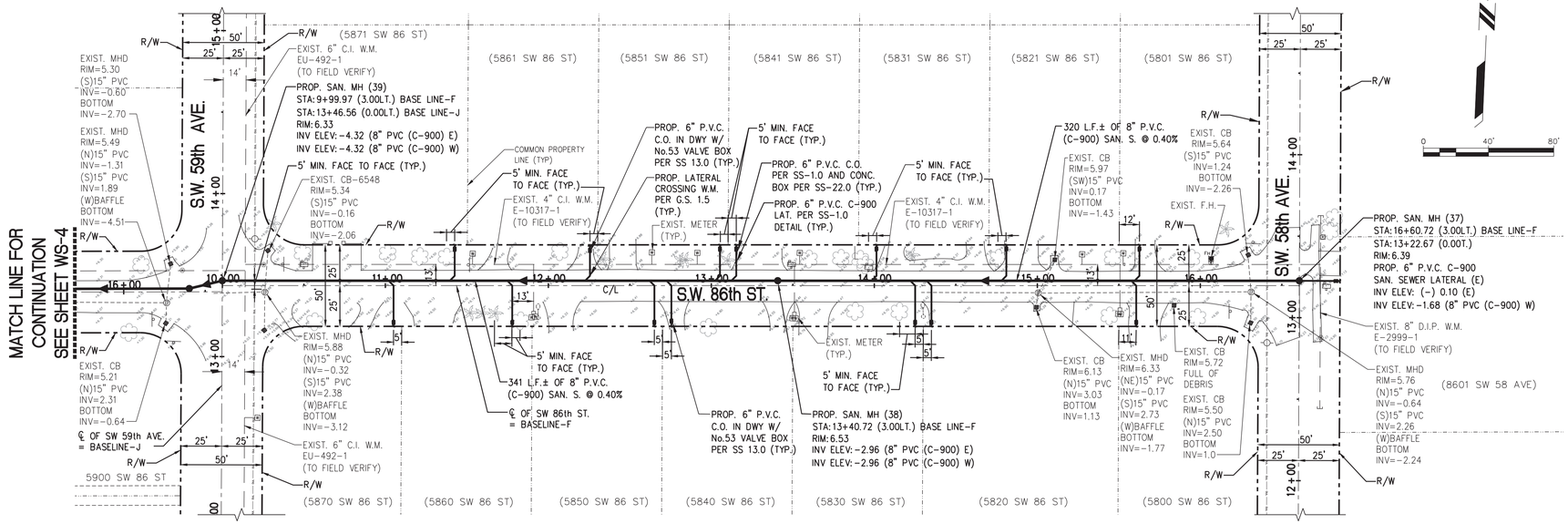
no.	date	description

SHEET
WS-4

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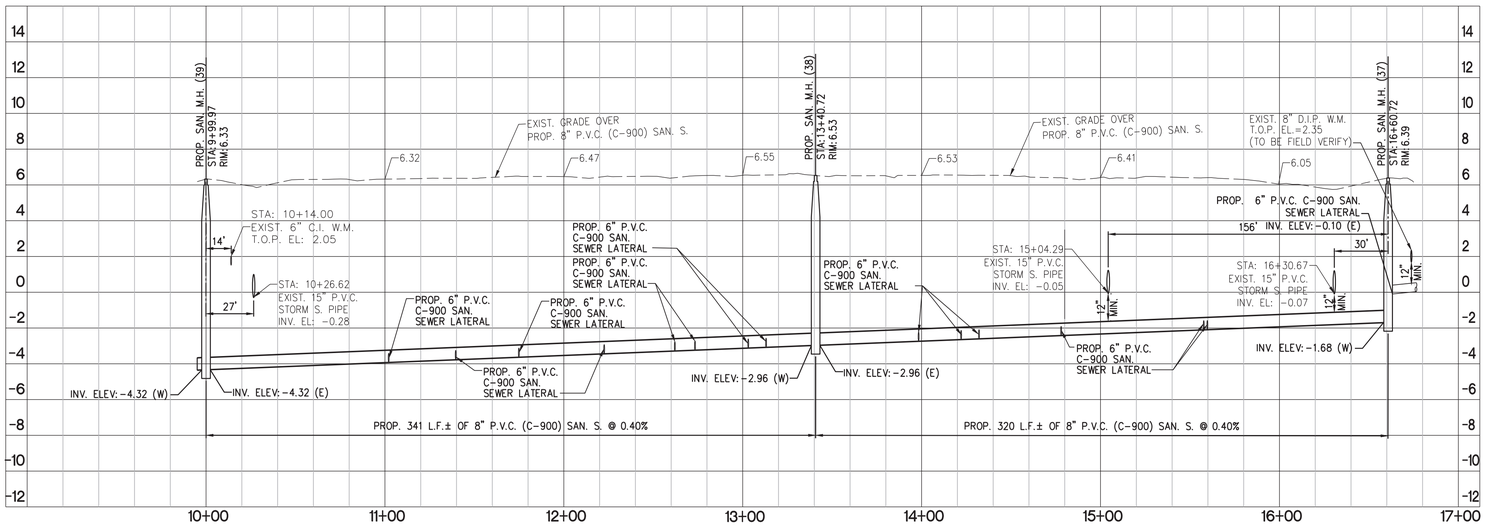
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PHASE II



SEWAGE COLLECTION SYSTEM PLAN (SW 86th STREET BASELINE-F)

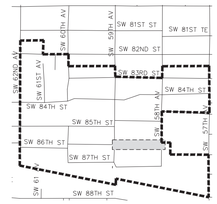
SCALE: 1" = 40'



SEWAGE PROFILE (SW 86th STREET BASELLINE-F) M-39, M-38, M-37

SCALE: 1" = 40' HORIZ.

SCALE: 1" = 4' VERT.



LOCATION MAP
N.T.S.

THIS REVISION SUPERCEDES ALL PREVIOUS ACCEPTANCES

MIAMI-DADE WATER AND SEWER DEPARTMENT

WATER PERMIT: Separate plans CPR-3 | SEWER PERMIT: DS-2019-22835

APPROVED ☑ | APPROVED AS REVISED ☐

Alberto Pedrayes (REVIEWER'S NAME) | SIGNATURE

6/27/2024 (DATE)

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PROJECT NAME: CITY OF SOUTH MIAMI SUB AREA K SANITARY SEWER

CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: SW 86TH STREET BASELINE-F SAN. SEWER PLAN AND PROFILE

IGNACIO SERRALTA LICENSE No 45609 STATE OF FLORIDA PROFESSIONAL ENGINEER

6/25/2024

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REVISIONS

no.	date	description

SHEET WS-5

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PHASE I

PHASE II

MATCH LINE FOR CONTINUATION SEE SHEET WS-13 (PHASE II)

(8495 SW 62 AVE)

(6141 SW 85 ST)

(6131 SW 85 ST)

(6091 SW 85 ST)

(6071 SW 85 ST)

(6051 SW 85 ST)

(5991 SW 85 ST)

(5981 SW 85 ST)

(5971 SW 85 ST)

(5961 SW 85 ST)

(5960 SW 85 ST)

(5940 SW 85 ST)

(6160 SW 85 ST)

(6150 SW 85 ST)

(6090 SW 85 ST)

(6060 SW 85 ST)

(6020 SW 85 ST)

(6000 SW 85 ST)

(5990 SW 85 ST)

(5970 SW 85 ST)

S.W. 85th ST

S.W.62nd AVE.

S.W. 60th AVE.

COMMON PROPERTY LINE (TYP.)

EXIST. AT&T COPPER (TO FIELD VERIFY)

EXIST. AT&T DUCT 1-4" PVC BT-COPPER (FIELD VERIFY)

EXIST. AT&T BT-COPPER (FIELD VERIFY)

EXIST. AT&T BT-COPPER (ABANDONED)

EXIST. AT&T COPPER (TO BEFIELD VERIFY)

EXIST. 24" D.I. F.M. ES-7961-13 (TO FIELD VERIFY)

EXIST. 8" D.I.P. W.M. E-14240-2 (TO FIELD VERIFY)

EXIST. 4" C.I.P. W.M. E-10322-1 (TO FIELD VERIFY)

EXIST. 8" C.I. W.M. E-3328-1 (TO FIELD VERIFY)

EXIST. 4" (MATERIAL TO BE FIELD VERIFY) W.M. EU-641-1 (TO FIELD VERIFY)

EXIST. 8" D.I. W.M. E-14240-4 TO BE REMOVED FROM PS SITE AND GROUT FILLED/ABANDONED IN SW 60TH AVE. (SEE PS PLANS)

EXIST. 4" C.I.P. W.M. E-10317-1 (TO FIELD VERIFY)

EXIST. METER (TYP.)

EXIST. CB RIM=5.80 (S)15" PVC INV=0.40 BOTTOM INV=-3.10

EXIST. CB RIM=5.66 (S) BAFFLE BOTTOM INV=0.36

EXIST. CB, RIM=5.40 (E) BAFFLE BOTT. INV= -1.0

EXIST. CB RIM=5.47 (N)15"PVC INV=0.27 BOTTOM INV=-1.73

EXIST. CB RIM=5.66 (W)BAFFLE BOTTOM INV=-0.94

EXIST. CB RIM=5.66 (E)BAFFLE BOTTOM INV=-1.17

EXIST. CB RIM=5.73 (E)BAFFLE BOTTOM INV=-1.17

EXIST. CB RIM=5.83 (S)15"PVC INV=-0.32 (W) 18"PVC INV=2.23 BOTTOM INV=-2.27

EXIST. CB RIM=5.34 (W) 18"PVC INV=2.54 BOTTOM INV=0.84

EXIST. CB, RIM=5.50 (S) 15"METAL INV=0.65 BOTTOM INV=-1.05

EXIST. CB, RIM=5.54 (E) 18"PVC INV=2.29 (E) 18"PVC INV=1.04 BOTTOM INV=0.04

EXIST. MHD RIM=5.97 (N)15" METAL INV=-0.03 (SW)15" METAL INV=1.57 (W) BAFFLE BOTTOM INV=0.53

EXIST. CB RIM=5.42 (S)18" CONC. INV=0.57 BOTTOM INV=-0.48

EXIST. MHD RIM=6.04 (N)15"PVC INV=0.09 (E) BAFFLE (SW) 15"METAL INV=1.64 BOTTOM INV=-3.46

EXIST. CB RIM=5.59 (NE)15"METAL INV=1.99 BOTTOM INV=0.09

EXIST. CB RIM=5.44 (N)15" PVC INV=1.99 BOTTOM INV=-1.26

EXIST. CB RIM=5.36 (NE)15"PVC INV=1.96 BOTTOM INV=-0.14

EXIST. CB RIM=5.53 (S)30" CONC. INV=0.23 BOTTOM INV=-1.17

EXIST. CB RIM=6.23 (W) BAFFLE BOTTOM INV=0.93

EXIST. CB RIM=6.23 (W) BAFFLE BOTTOM INV=0.93

EXIST. CB RIM=6.01 (W) BAFFLE BOTTOM INV=1.15

EXIST. CB RIM=6.23 (W) BAFFLE BOTTOM INV=0.93

EXIST. CB RIM=5.90 (E)BAFFLE BOTTOM INV=0.90

EXIST. MHD RIM=6.0 (N)15"PVC INV=-0.25 (E) BAFFLE (S) PVC INV=2.50 BOTTOM INV=-3.50

EXIST. 6" C.I.P. W.M. E-10322-1 (TO FIELD VERIFY)

EXIST. 6" (UNKNOWN MATERIAL) W.M. EU-641-1 (TO FIELD VERIFY)

PROP. SAN. DROP MH (18) PER SS 9.0 STA:14+02.20 (2.00RT.) BASE LINE-H RIM: 6.08 PROP. 6" P.V.C. C-900 SAN. SEWER LATERAL (N) INV ELEV: 2.50 (S) INV ELEV: -7.20 (8" PVC (C-900) W) INV ELEV: -7.20 (8" PVC (C-900) E)

PROP. SAN. DROP MH (17) STA:15+92.51 (2.00RT.)BASE LINE-H RIM:6.00 INV ELEV: -7.96 (8" PVC (C-900) W) INV ELEV: -7.96 (8" PVC (C-900) E)

PROP. SAN. DROP MH (16) PER SS 9.0 STA:17+47.77 (0.00) BASE LINE-H STA:17+06.30 (10.25RT.) BASE LINE-G RIM:6.07 INV ELEV: -10.64 (8" PVC (C-900) E) INV ELEV: -8.58 (8" PVC (C-900) W) INV ELEV: -7.99 (8" PVC (C-900) S) INV ELEV: -10.64 (10" PVC PIPE N)

PROP. SAN. DROP MH (15) PER SS 9.0 STA:20+83.12 (0.00RT.) BASE LINE-H RIM:6.92 PROP. 6" P.V.C. C-900 SAN. SEWER LATERAL (N) INV ELEV: 1.00 (N) INV ELEV: -9.30 (8" PVC (C-900) E) INV ELEV: -9.30 (8" PVC (C-900) W)

PROP. LAT. CROSSING EXIST. WM PER GS-1.5 (TYP.)

PROP. LAT. CROSSING EXIST. WM PER GS 1.5 (TYP.)

PROP. 6" P.V.C. C-900 LAT. PER SS-1.0 (TYP.)

PROP. 6" D.I.P. F.M. (SEE SHEET WS-20)

PROP. 8" D.I.P. WM (SEE SEPARATE WM PLANS)

PROP. SAN. MH (53) STA:10+73.04 (4.00 LT.) BASE LINE-H STA:16+10.12 (4.50 LT.) BASE LINE-N RIM: 6.89 INV ELEV: -5.78 (8" PVC (C-900) N) INV ELEV: -5.88 (8" PVC (C-900) E)

PROP. SAN. MH (19) STA:11+82.31 (2.0RT.) BASE LINE-H RIM: 6.45 INV ELEV: -6.32 (8" PVC (C-900) W) INV ELEV: -6.32 (8" PVC (C-900) E)

PROP. SAN. MH (18) STA:14+02.20 RIM:6.08

PROP. SAN. MH (17) STA:15+92.51 RIM:6.00

PROP. SAN. MH (16) STA:17+47.80 RIM:6.07

PROP. SAN. DROP MH (15) STA:20+83.12 RIM:6.92

110 L.F.± OF 8" P.V.C. (C-900) SAN. S. @ 0.40%

220 L.F.± OF 8" P.V.C. (C-900) SAN. S. @ 0.40%

190 L.F.± OF 8" P.V.C. (C-900) SAN. S. @ 0.40%

155 L.F.± OF 8" D.I.P. SAN. S. @ 0.40%

335 L.F.± OF 8" D.I.P. SAN. S. @ 0.40%

5' MIN. FACE TO FACE (TYP.)

℄ OF SW 85th ST. = BASELINE-H

℄ OF SW 60th AVE. = BASELINE-G

℄ OF SW 62th AVE. = BASELINE-N

P.S.

MATCH LINE FOR CONTINUATION SEE SHEET WS-6

MATCH LINE FOR CONTINUATION SEE SHEET WS-8

LOCATION MAP N.T.S.

SEWAGE COLLECTION SYSTEM PLAN (SW 85TH STREET BASELINE-H)
SCALE: 1" = 40'

UNDER SEPARATE SUBMITTAL REFER TO CPR-3:

- RELOCATION OF EXISTING WATER METER AND SERVICE
- CUT AND PLUG EXISTING 8" WATER MAIN
- PROP. 8" W.M.
- PROP. NEW WATER SERVICE TO PS

PROP. 10" D.I.P. F.M. (SEE SHEET WS-20)

EXIST. 24" F.M. D.I.P. INV. EL: -1.00

EXIST. 15" P.V.C. STORM S. PIPE INV. EL: 0.33

EXIST. 15" C.M.P. STORM S. PIPE INV. EL: 2.00

EXIST. 15" C.M.P. STORM S. PIPE INV. EL: 1.64

EXIST. 18" CONC. STORM S. PIPE INV. EL: 0.57

EXIST. 8" C.I. W.M. T.O.P. EL: 2.00 (TO FIELD VERIFY)

EXIST. GRADE OVER PROP. 8" D.I.P. SAN. S.

PROP. 6" P.V.C. C-900 SAN. SEWER LATERAL

PROP. 6" P.V.C. C-900 SAN. SEWER LATERAL INV. ELEV:1.00 (N)

PROP. 315 L.F.± OF 8" D.I.P. SAN. S. @ 0.40%

STA: 10+85.37 EXIST. 24" F.M. D.I.P. INV. EL: -1.00

STA: 11+18.83 EXIST. 15" P.V.C. STORM S. PIPE INV. EL: 0.33

STA: 14+25.65 EXIST. 15" C.M.P. STORM S. PIPE INV. EL: 2.00

STA: 15+25.27 EXIST. 15" C.M.P. STORM S. PIPE INV. EL: 1.64

STA: 15+80.09 EXIST. 15" P.V.C. STORM S. PIPE INV. EL: 1.64

STA: 17+06.92 EXIST. 18" CONC. STORM S. PIPE INV. EL: 0.57

STA: 17+35.33 EXIST. 8" C.I. W.M. T.O.P. EL: 2.00 (TO FIELD VERIFY)

STA: 17+57.34 PROP. 8" D.I.P. F.M. T.O.P. EL: 2.00

INV. ELEV: -5.88 (E)

INV. ELEV: -5.78 (N)

INV. ELEV: -6.32 (W)

INV. ELEV: -7.20 (W)

INV. ELEV: -7.20 (E)

INV. ELEV: -7.96 (W)

INV. ELEV: -7.96 (E)

INV. ELEV: -8.58 (W)

INV. ELEV: -7.99 (S)

INV. ELEV: -10.64 (N)

INV. ELEV: -10.64 (E)

INV. ELEV: -9.30 (W)

INV. ELEV: -9.30 (E)

PROP. 110 L.F.± OF 8" P.V.C. (C-900) SAN. S. @ 0.40%

PROP. 220 L.F.± OF 8" P.V.C. (C-900) SAN. S. @ 0.40%

PROP. 190 L.F.± OF 8" P.V.C. (C-900) SAN. S. @ 0.40%

PROP. 155 L.F.± OF 8" D.I.P. SAN. S. @ 0.40%

PROP. 335 L.F.± OF 8" D.I.P. SAN. S. @ 0.40%

SEWAGE PROFILE (SW 85TH STREET BASELINE-H) MH-19, MH-18, MH-17, MH-16
SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.

THIS REVISION SUPERCEDES ALL PREVIOUS ACCEPTANCES
MIAMI-DADE WATER AND SEWER DEPARTMENT
WATER PERMIT: Separate plans CPR-3 — SEWER PERMIT: DS-2019-22835
APPROVED ☑ — APPROVED AS REVISED ☐
Alberto Pedrayes — REVIEWER'S NAME — SIGNATURE
6/27/2024 — DATE
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NO STUB-OUTS ALLOWED FOR FUTURE PHASES CONNECTIONS. CORE-DRILLING WILL BE REQUIRED TO CONNECT TO CONVEYED SYSTEM.

PHASE I

PHASE II

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CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: SW 85TH STREET BASELINE-H SAN. SEWER PLAN AND PROFILE

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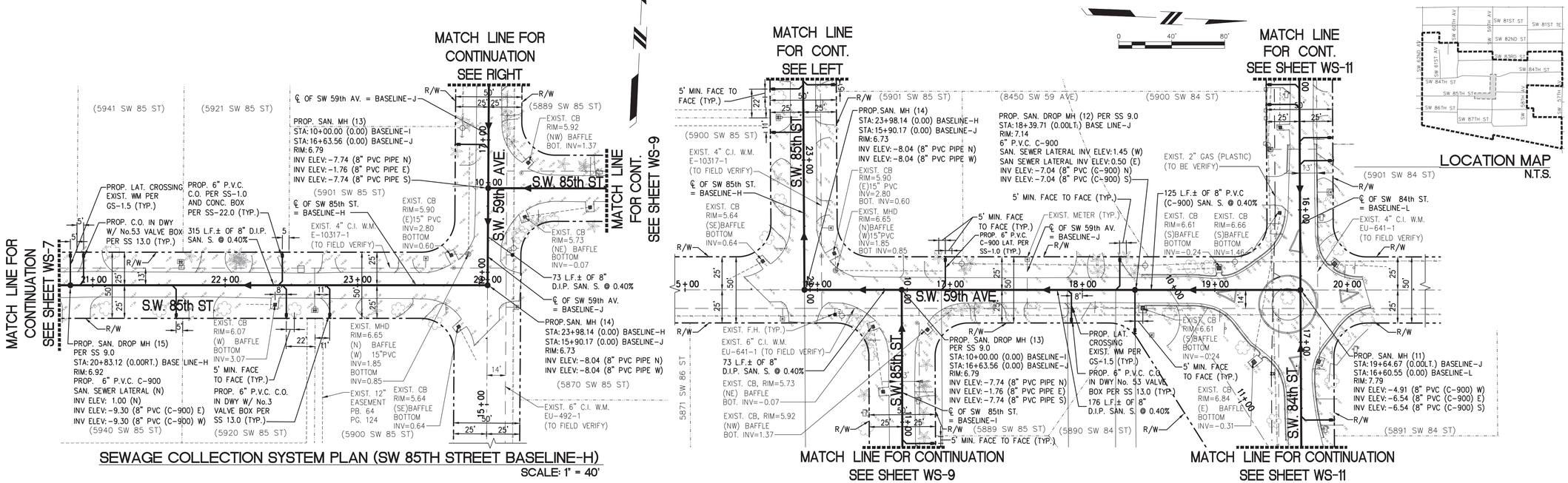
REVISIONS

no.	date	description

SHEET WS-7

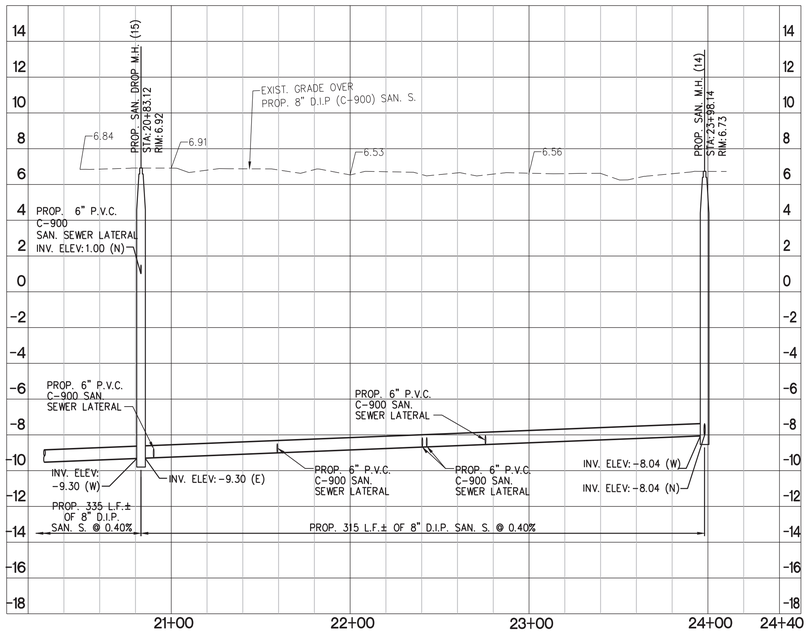
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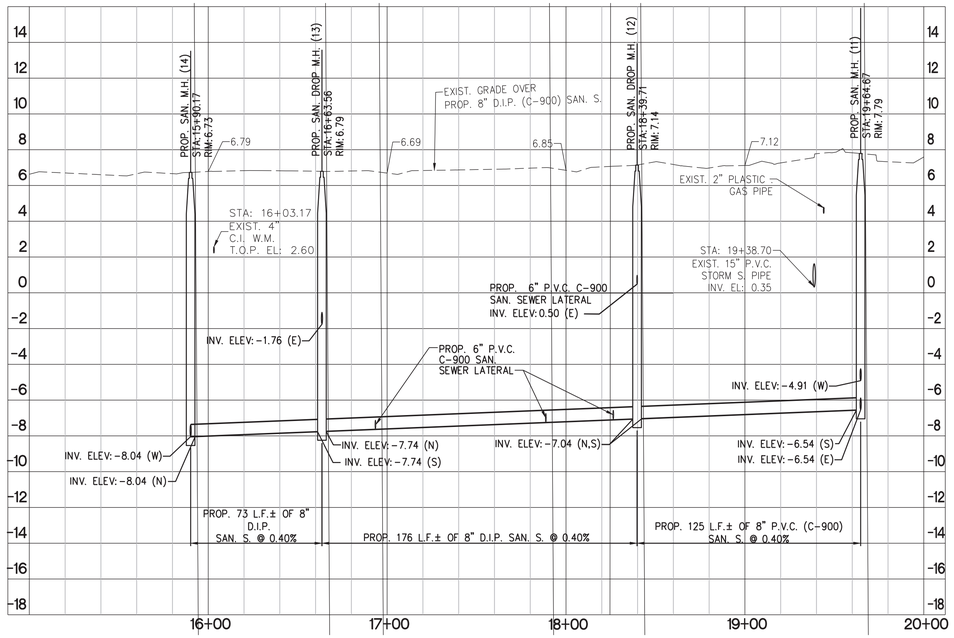


SEWAGE COLLECTION SYSTEM PLAN (SW 85TH STREET BASELINE-H)
SCALE: 1" = 40'

SEWAGE COLLECTION SYSTEM PLAN (SW 59TH AVE BASELINE-J)
SCALE: 1" = 40'



SEWAGE PROFILE (SW 85TH STREET BASELINE-H) MH-15, MH-14
SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.



SEWAGE PROFILE (SW 59TH AVE BASELINE-J) MH-11, MH-12, MH-13, MH-14
SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.

PHASE II

PHASE II

MDWASD AGREEMENT SUB ID 22835a
MASTER ID 22796

THIS REVISION SUPERCEDES ALL PREVIOUS ACCEPTANCES
MIAMI-DADE WATER AND SEWER DEPARTMENT
WATER PERMIT: Separate plans CPR-3 — SEWER PERMIT: DS-2019-22835
APPROVED ☑ APPROVED AS REVISED ☐
Alberto Pedrayes — REVIEWER'S NAME — SIGNATURE
6/27/2024 — DATE
THIS ACCEPTANCE IS VALID FOR TWO YEARS AND DOES NOT RELIEVE THE ENGINEER AND CONTRACTOR FROM COMPLIANCE WITH ALL COUNTY AND STATE REQUIREMENTS AND AGREEMENTS

SRS ENGINEERING,INC.
CONSULTING ENGINEERS EB-00007317
5001 S.W. 74th COURT, SUITE 201
MIAMI, FLORIDA 33155
TEL. 662-8887 FAX 662-8858
WWW.SRS-CORP.COM

PROJECT NAME: CITY OF SOUTH MIAMI
SUB AREA K SANITARY SEWER

CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: SW 85TH STREET BASELINE-H AND SW 59TH AVE BASELINE-J SAN. SEWER PLAN AND PROFILE

IGNACIO SERRALTA LICENSE No 45609 STATE OF FLORIDA PROFESSIONAL ENGINEER 6/25/2024

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S.R.S. PROJ. No.: 2317
DATE: 6/25/2024
DRAWN BY: A.S.
DESIGNED BY: M.F.
CHECKED BY: M.T.

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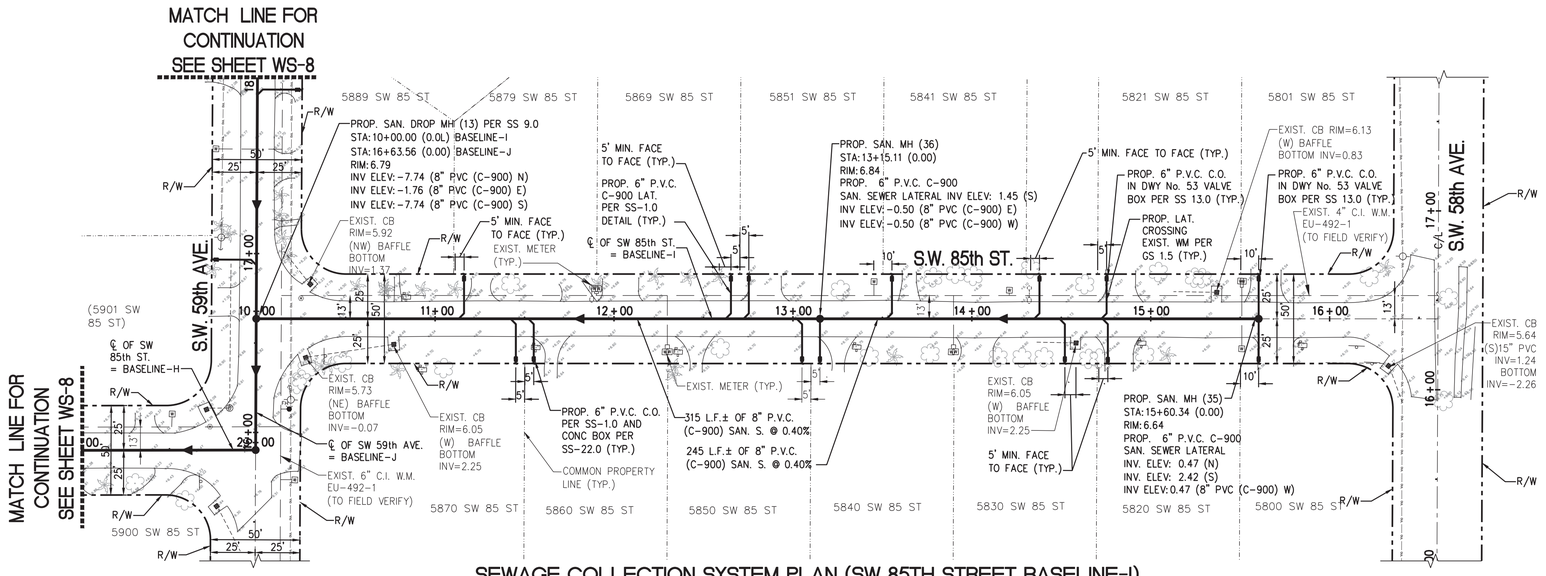
no.	date	description

SHEET WS-8

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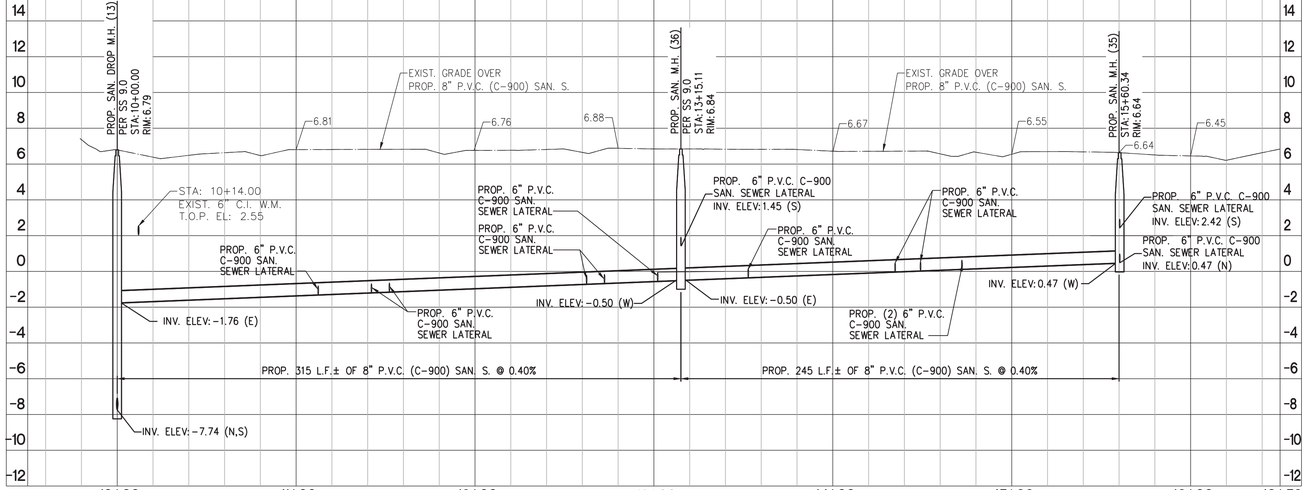
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PHASE II



SEWAGE COLLECTION SYSTEM PLAN (SW 85TH STREET BASELINE-I)

SCALE: 1" = 40'

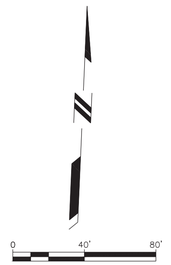


SEWAGE PROFILE (SW 85TH STREET BASELINE-I) MH-13, MH-36, MH-35

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.



LOCATION MAP
N.T.S.



THIS REVISION SUPERCEDES ALL PREVIOUS ACCEPTANCES

MIAMI-DADE
WATER AND SEWER DEPARTMENT

WATER PERMIT: Separate plans CPR-3
SEWER PERMIT: DS-2019-22835
APPROVED ☑ APPROVED AS REVISED ☐
Alberto Pedrayes — REVIEWER'S NAME
SIGNATURE
6/27/2024 — DATE

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MDWASD AGREEMENT SUB ID 22835a
MASTER ID 22796

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5001 S.W. 74th COURT, SUITE 201
MIAMI, FLORIDA 33155
TEL. 305-662-8887 FAX 305-662-8858
WWW.SRS-CORP.COM

PROJECT NAME: CITY OF SOUTH MIAMI
SUB AREA K SANITARY SEWER

CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: SW 85TH STREET BASELINE-I
SAN. SEWER PLAN AND PROFILE

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6/25/2024

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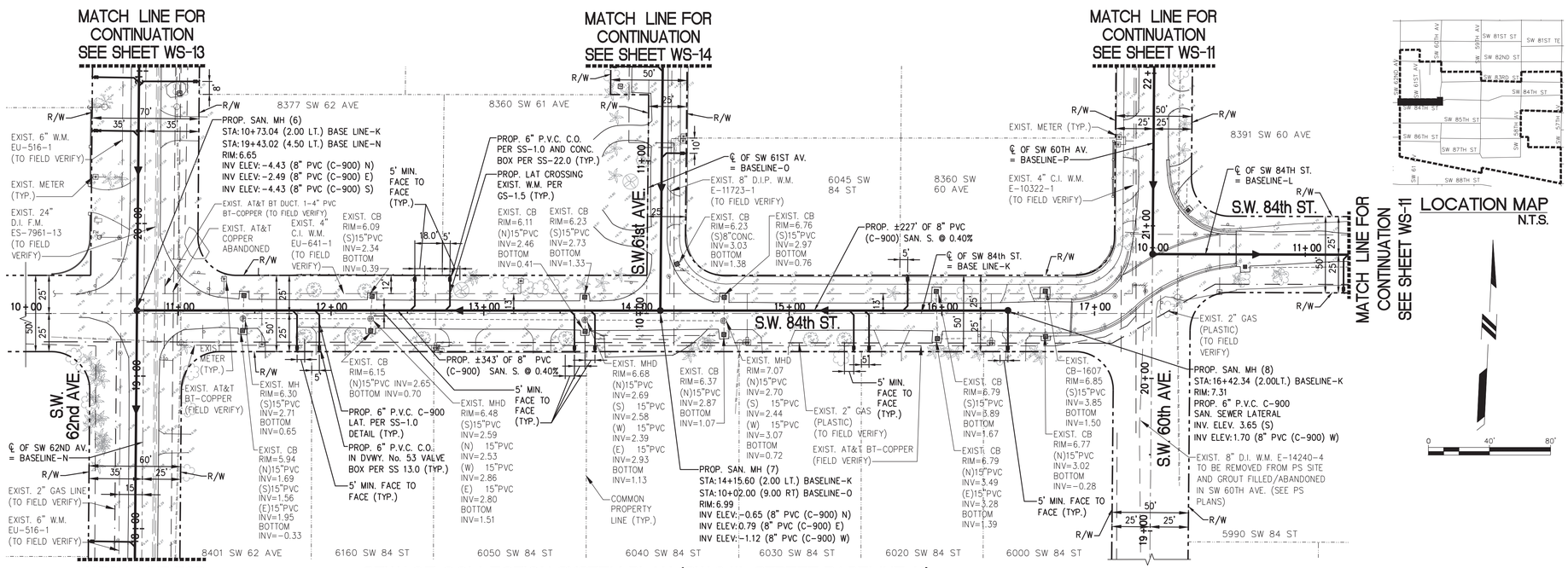
REVISIONS

no.	date	description

SHEET
WS-9

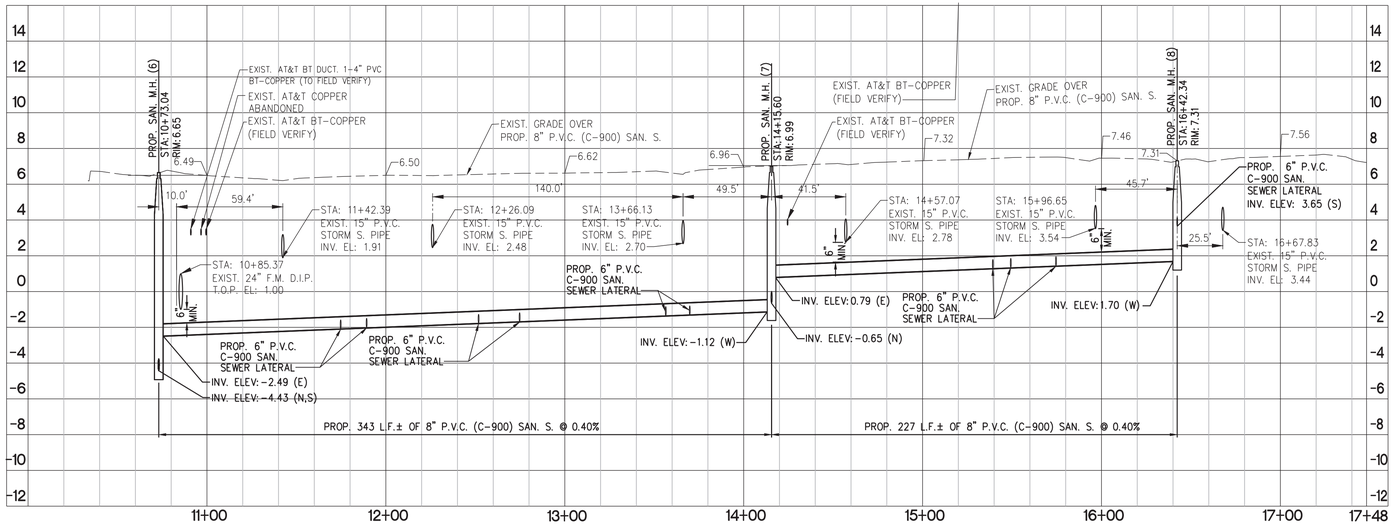
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SEWAGE COLLECTION SYSTEM PLAN (SW 84th STREET BASELINE-K)

SCALE: 1" = 40'



SEWAGE PROFILE (SW 84th STREET BASE LINE-K) MH-6, MH-7, MH-8

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.

PHASE II

LOCATION MAP
N.T.S.

MDWASD AGREEMENT SUB ID 22835a
MASTER ID 22796

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MIAMI-DADE WATER AND SEWER DEPARTMENT
WATER PERMIT: Separate plans CPR-3
SEWER PERMIT: DS-2019-22835
APPROVED ☑ APPROVED AS REVISED ☐
Alberto Pedrayes (REVIEWER'S NAME) Alberto Pedrayes (SIGNATURE)
6/27/2024 (DATE)
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5001 S.W. 74th COURT, SUITE 201
MIAMI, FLORIDA 33155
TEL. 305-662-8887 FAX 305-662-8858
WWW.SRS-CORP.COM

PROJECT NAME: CITY OF SOUTH MIAMI
SUB AREA K SANITARY SEWER

CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: SW 84TH STREET BASELINE-K
SAN. SEWER PLAN AND PROFILE

IGNACIO SERRALTA LICENSE No 45609 STATE OF FLORIDA PROFESSIONAL ENGINEER
6/25/2024

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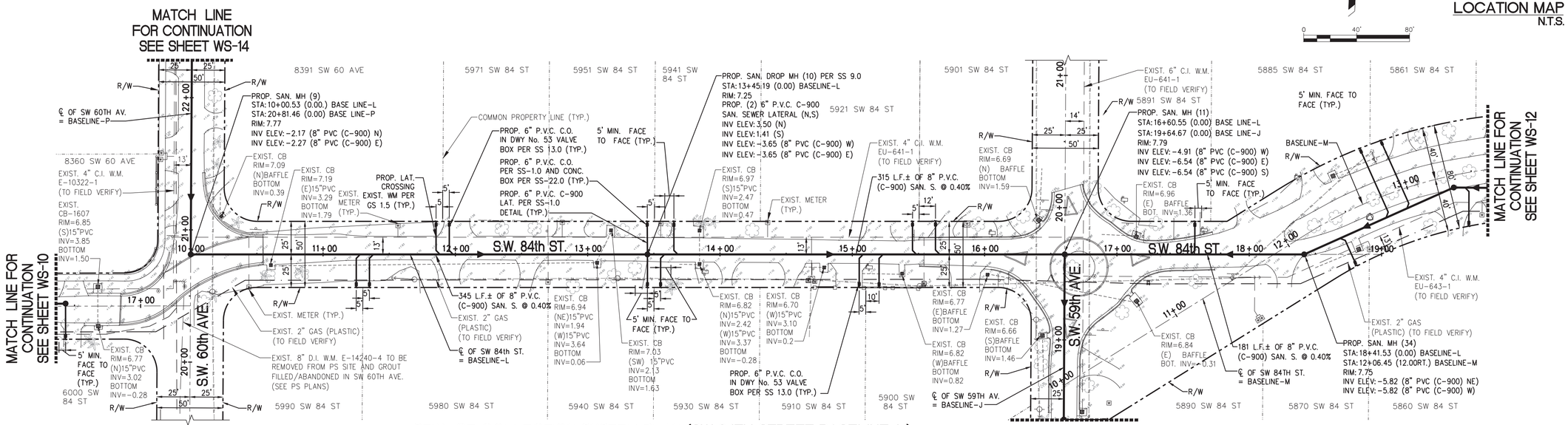
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DATE: 6/25/2024
DRAWN BY: A.S.
DESIGNED BY: M.F.
CHECKED BY: M.T.

REVISIONS
no. date description

SHEET WS-10

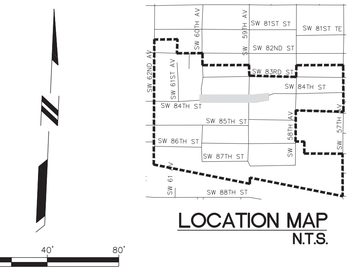
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PHASE II

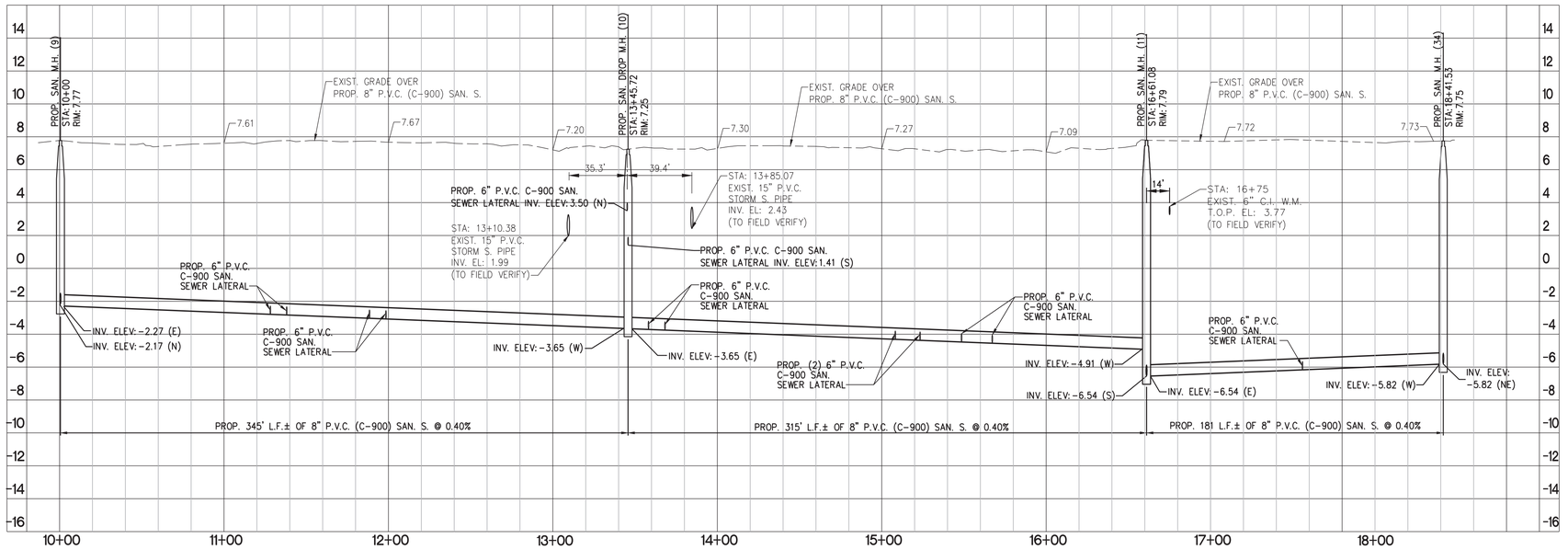


SEWAGE COLLECTION SYSTEM PLAN (SW 84TH STREET BASELINE-L)

SCALE: 1" = 40'



LOCATION MAP
N.T.S.



SEWAGE PROFILE (SW 84TH STREET BASELINE-L) MH-9, MH-10, MH-11, MH-34

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.

THIS REVISION SUPERCEDES ALL PREVIOUS ACCEPTANCES

MIAMI-DADE WATER AND SEWER DEPARTMENT

WATER PERMIT: Separate plans CPR-3 | SEWER PERMIT: DS-2019-22835

APPROVED ☑ APPROVED AS REVISED ☐

Alberto Pedrayes — REVIEWER'S NAME | SIGNATURE

6/27/2024 — DATE

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MASTER ID 22796

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MIAMI, FLORIDA 33155
TEL. 305-662-8887 FAX 305-662-8858
WWW.SRS-CORP.COM

PROJECT NAME: CITY OF SOUTH MIAMI SUB AREA K SANITARY SEWER

CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: SW 84TH STREET BASELINE-L SAN. SEWER PLAN AND PROFILE

IGNACIO SERRALTA LICENSE No 45609 STATE OF FLORIDA PROFESSIONAL ENGINEER
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REVISIONS

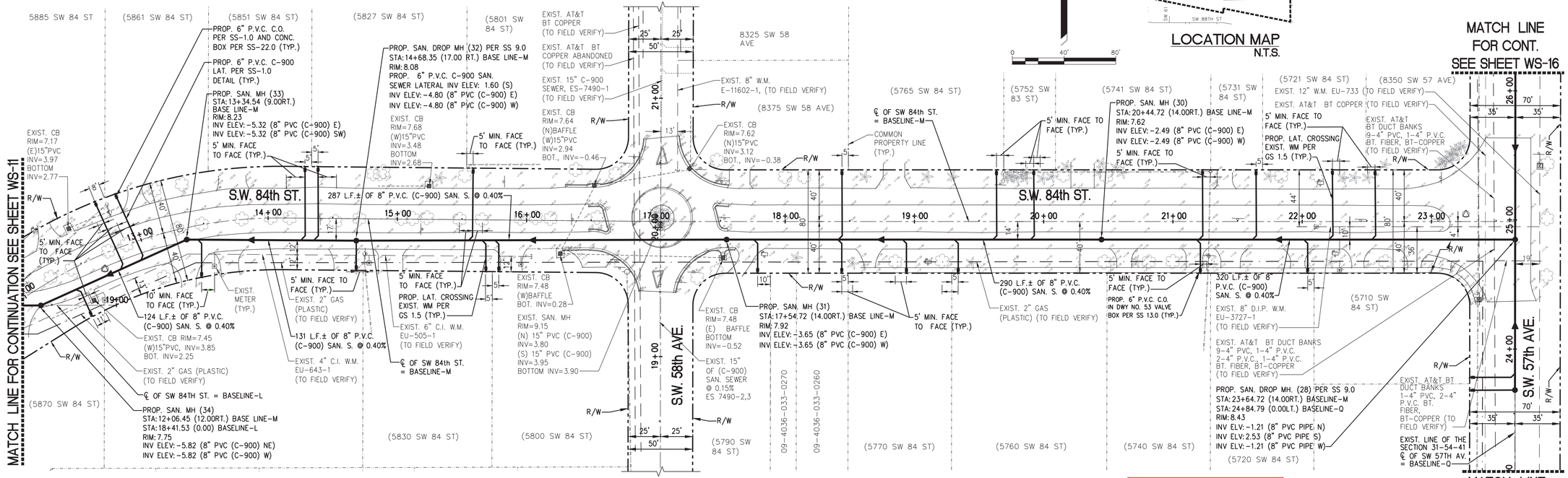
no.	date	description

SHEET WS-11

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PHASE II





LOCATION MAP
N.T.S.

SEWAGE COLLECTION SYSTEM PLAN (SW 84TH STREET BASELINE-M)

SCALE: 1" = 40'

THIS REVISION SUPERCEDES ALL PREVIOUS ACCEPTANCES

MIAMI-DADE
WATER AND SEWER DEPARTMENT

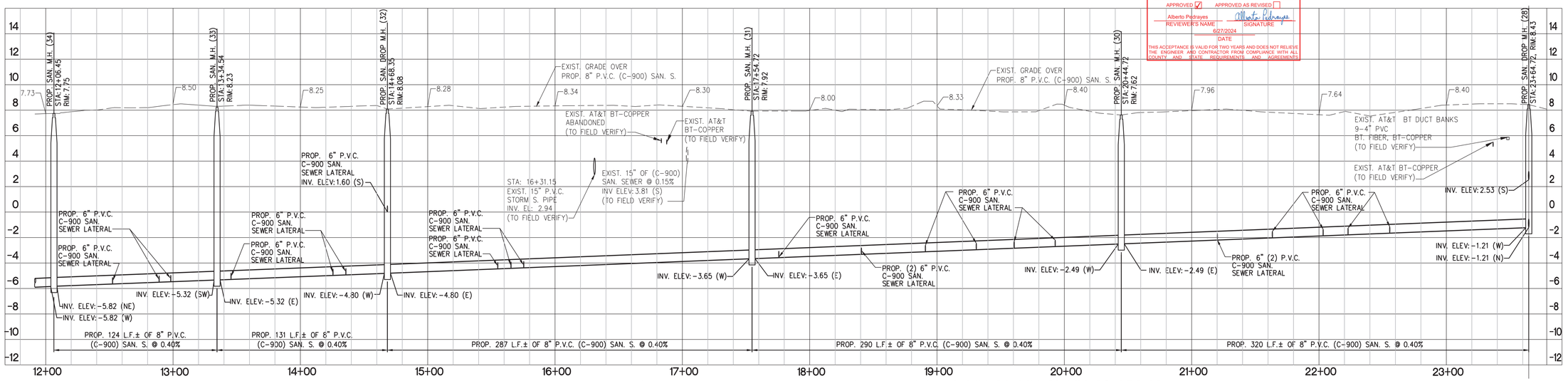
WATER PERMIT: Separate plans CPR-3 — SEWER PERMIT: DS-2019-22835

APPROVED ☑ — APPROVED AS REVISED ☐

Alberto Pedrayes (REVIEWER'S NAME) — SIGNATURE

6/27/2024 (DATE)

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SEWAGE PROFILE (SW 84TH STREET BASELINE-M) MH-34, MH-33, MH-32, MH-31, MH-30, MH-28

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.

MDWASD AGREEMENT SUB ID 22835a
MASTER ID 22796

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5001 S.W. 74th COURT, SUITE 201
MIAMI, FLORIDA 33155
TEL. 305-662-8887 FAX 305-662-8858
WWW.SRS-CORP.COM

PROJECT NAME: CITY OF SOUTH MIAMI SUB AREA K SANITARY SEWER

CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: SW 84TH STREET BASELINE-M SAN. SEWER PLAN AND PROFILE

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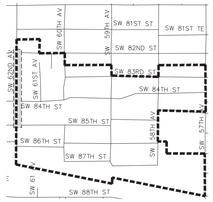
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SHEET
WS-12

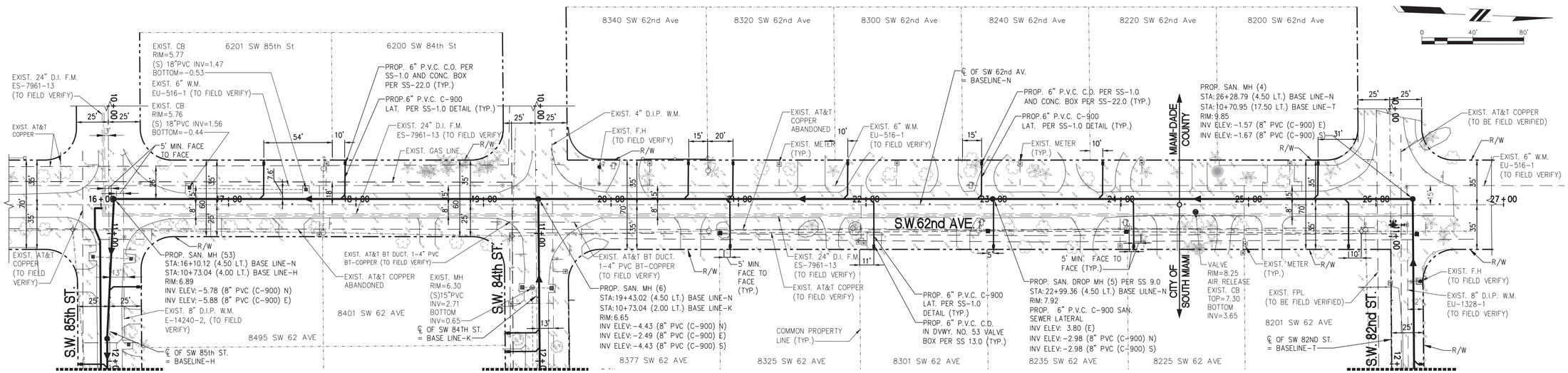
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PHASE II



LOCATION MAP
N.T.S.



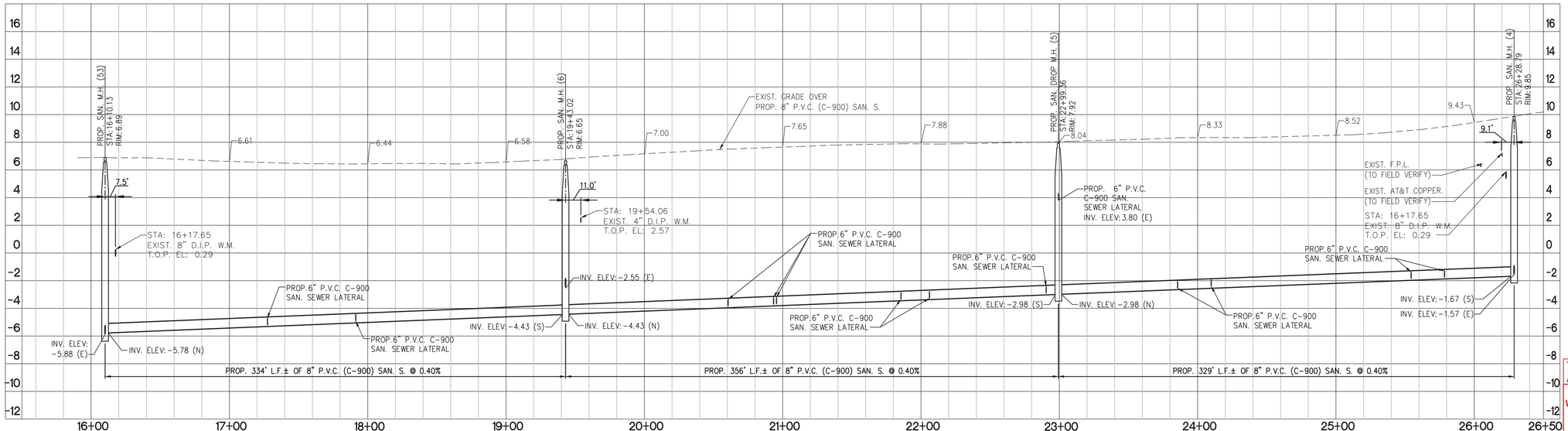
MATCH LINE FOR CONTINUATION SEE SHEET WS-7 (PHASE I)

MATCH LINE FOR CONTINUATION SEE SHEET WS-10

MATCH LINE FOR CONTINUATION SEE SHEET WS-17

SEWAGE COLLECTION SYSTEM PLAN (SW 62ND AVENUE BASELINE-N)

SCALE: 1" = 40'



SEWAGE PROFILE (SW 62ND AVENUE BASELINE-N) MH-53, MH-6, MH-5, MH-4

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.

THIS REVISION SUPERCEDES ALL PREVIOUS ACCEPTANCES

MIAMI-DADE
WATER AND SEWER DEPARTMENT

WATER PERMIT	SEWER PERMIT
Separate plans CPR-3	DS-2019-22835

APPROVED ☑ APPROVED AS REVISED ☐

Alberto Pedrayes — REVIEWER'S NAME
SIGNATURE
6/27/2024 — DATE

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5001 S.W. 74th COURT, SUITE 201
MIAMI, FLORIDA 33155
TEL. 305-662-8887 FAX 305-662-8858
WWW.SRS-CORP.COM

PROJECT NAME: CITY OF SOUTH MIAMI SUB AREA K SANITARY SEWER

CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: SW 62ND AVENUE BASELINE-N SAN. SEWER PLAN AND PROFILE

IGNACIO SERRALTA LICENSE No 45609 STATE OF FLORIDA PROFESSIONAL ENGINEER
6/25/2024

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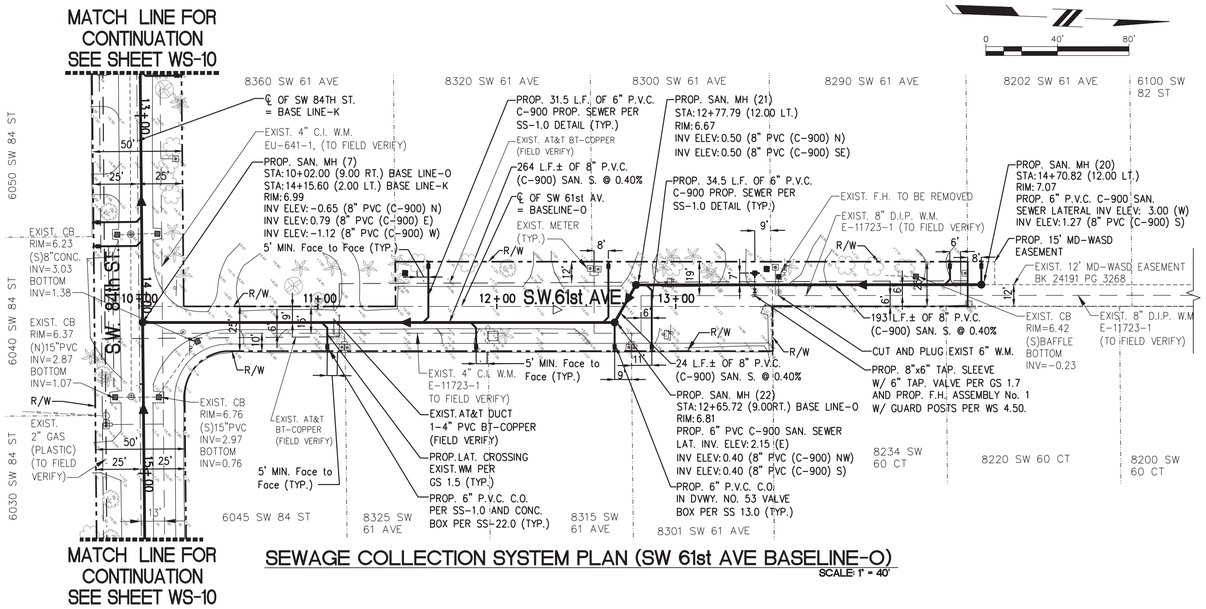
REVISIONS

no.	date	description

SHEET WS-13

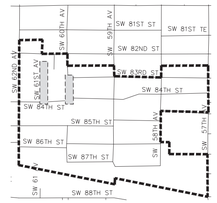
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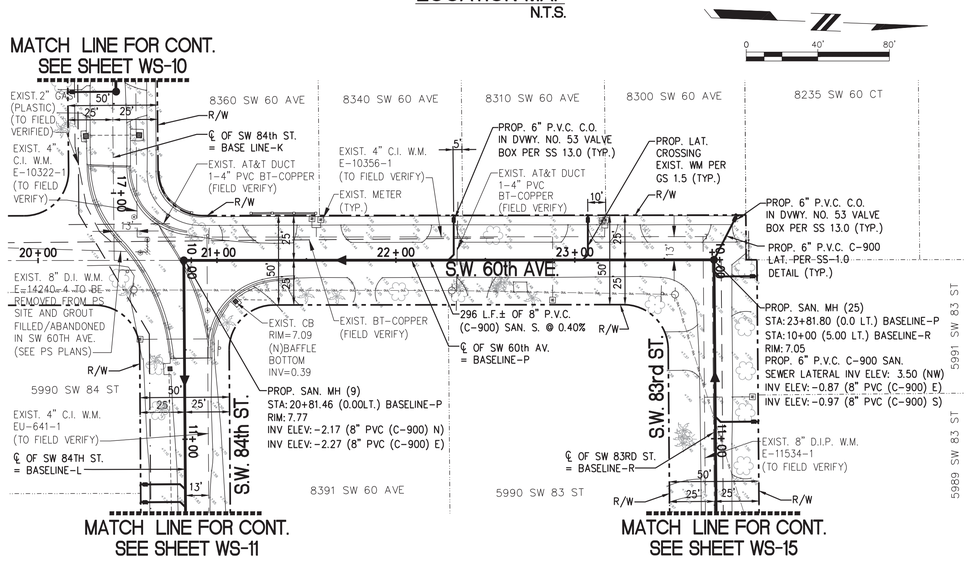
SEWAGE COLLECTION SYSTEM PLAN (SW 61st AVE BASELINE-O)

SCALE: 1" = 40'



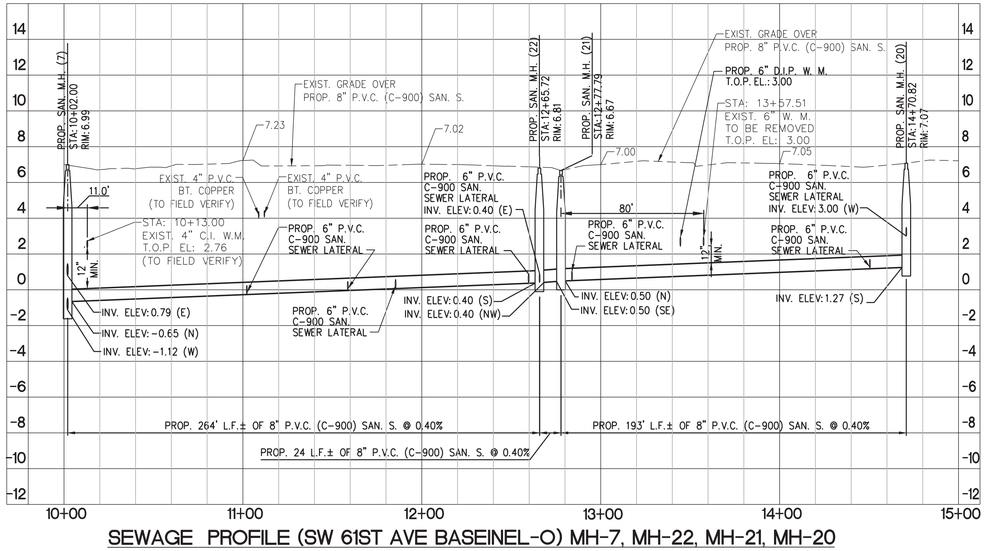
LOCATION MAP

N.T.S.



SEWAGE COLLECTION SYSTEM PLAN (SW 60th AVE BASELINE-P)

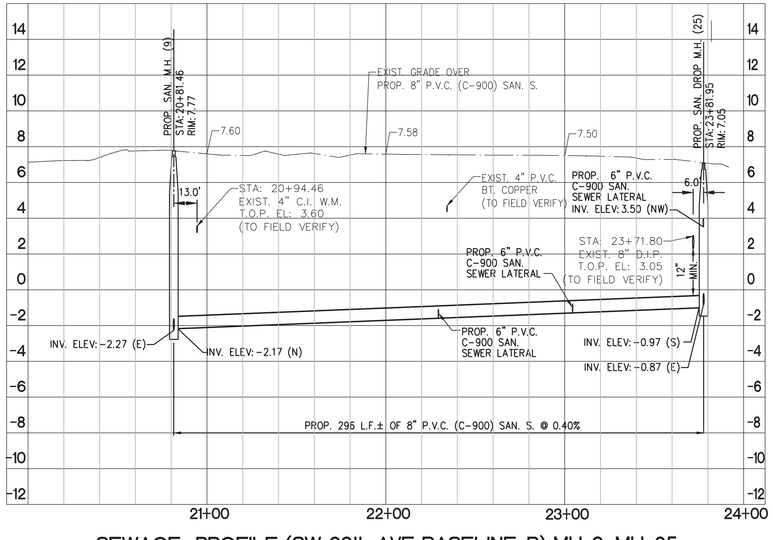
SCALE: 1" = 40'



SEWAGE PROFILE (SW 61ST AVE BASEINEL-O) MH-7, MH-22, MH-21, MH-20

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.

PHASE II



SEWAGE PROFILE (SW 60th AVE BASELINE-P) MH-9, MH-25

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.

PHASE II

THIS REVISION SUPERCEDES ALL PREVIOUS ACCEPTANCES

MIAMI-DADE WATER AND SEWER DEPARTMENT

WATER PERMIT: Separate plans CPR-3 | SEWER PERMIT: DS-2019-22835

APPROVED ☑ APPROVED AS REVISED ☐

Alberto Pedrayes (REVIEWER'S NAME) — SIGNATURE

6/27/2024 (DATE)

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PROJECT NAME: CITY OF SOUTH MIAMI SUB AREA K SANITARY SEWER

CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: SW 61ST AVENUE BASELINE-O AND SW 60TH AVENUE BASELINE-P SAN. SEWER PLAN AND PROFILE

IGNACIO SERRALTA LICENSE No 45609 STATE OF FLORIDA PROFESSIONAL ENGINEER 6/25/2024

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S.R.S. PROJ. No.: 2317
DATE: 6/25/2024
DRAWN BY: A.S.
DESIGNED BY: M.F.
CHECKED BY: M.T.

REVISIONS

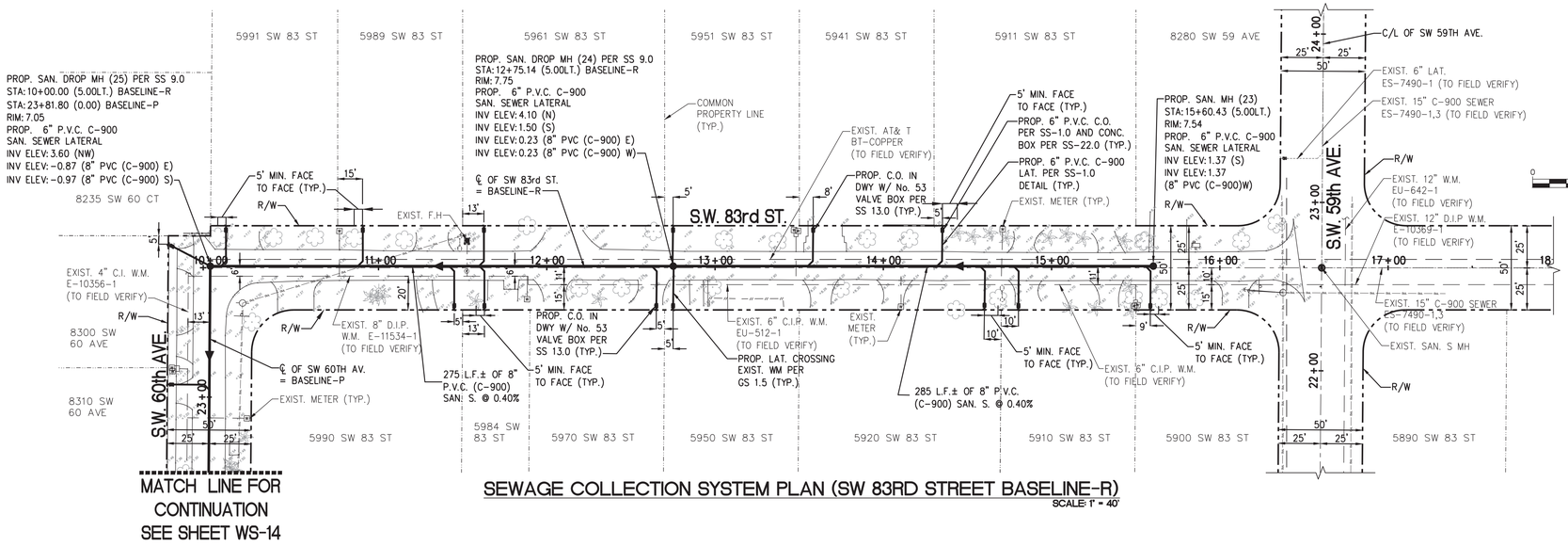
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SHEET WS-14

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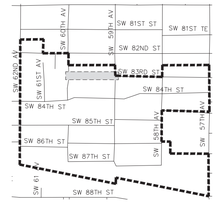
PHASE II



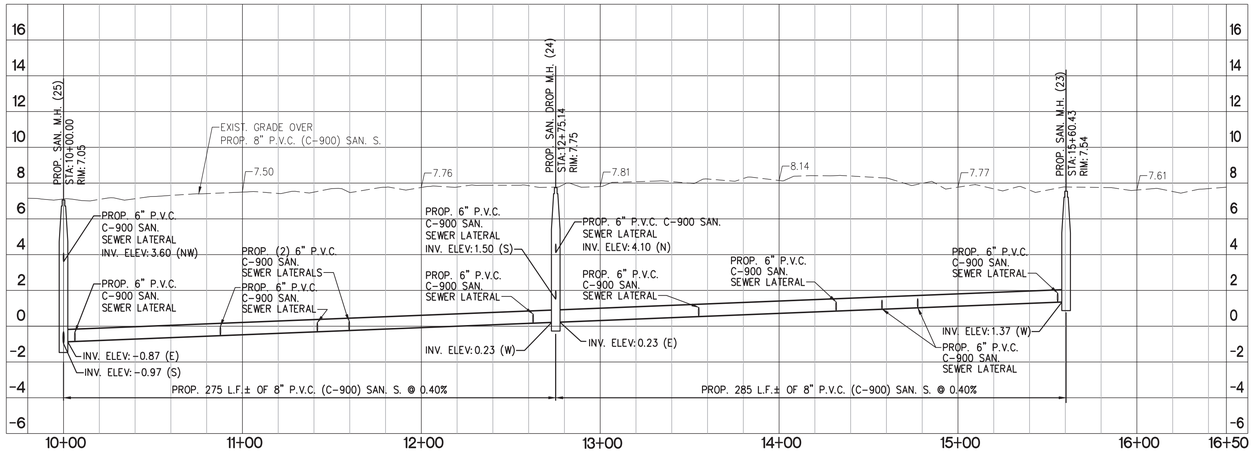
MATCH LINE FOR CONTINUATION SEE SHEET WS-14

SEWAGE COLLECTION SYSTEM PLAN (SW 83RD STREET BASELINE-R)

SCALE: 1" = 40'



LOCATION MAP
N.T.S.



SEWAGE PROFILE (SW 83RD STREET BASELINE-R) MH-25, MH-24, MH-23

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.

THIS REVISION SUPERCEDES ALL PREVIOUS ACCEPTANCES

MIAMI-DADE WATER AND SEWER DEPARTMENT

WATER PERMIT: Separate plans CPR-3 SEWER PERMIT: DS-2019-22835

APPROVED ☑ APPROVED AS REVISED ☐

Alberto Pedrayes — REVIEWER'S NAME — SIGNATURE

6/27/2024 — DATE

THIS ACCEPTANCE IS VALID FOR TWO YEARS AND DOES NOT RELIEVE THE ENGINEER AND CONTRACTOR FROM COMPLIANCE WITH ALL COUNTY AND STATE REQUIREMENTS AND AGREEMENTS

MDWASD AGREEMENT SUB ID 22835a
MASTER ID 22796

SRS ENGINEERING, INC.
CONSULTING ENGINEERS EB-00007317
5001 S.W. 74th COURT, SUITE 201
MIAMI, FLORIDA 33155
TEL. 305-662-8887 FAX 305-662-8858
WWW.SRS-CORP.COM

PROJECT NAME: CITY OF SOUTH MIAMI
SUB AREA K SANITARY SEWER

CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: SW 83RD STREET BASELINE-R
SAN. SEWER PLAN AND PROFILE

IGNACIO SERRALTA LICENSE No 45609 STATE OF FLORIDA PROFESSIONAL ENGINEER
6/25/2024

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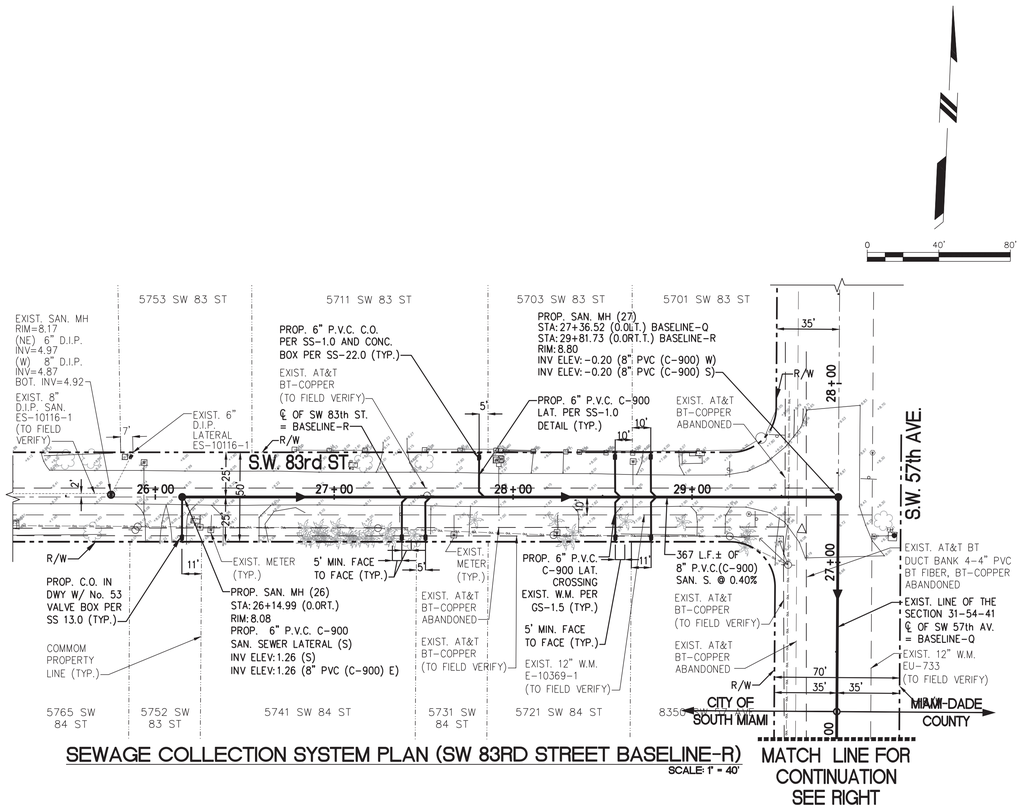
REVISIONS

no.	date	description

SHEET
WS-15

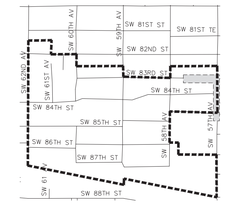
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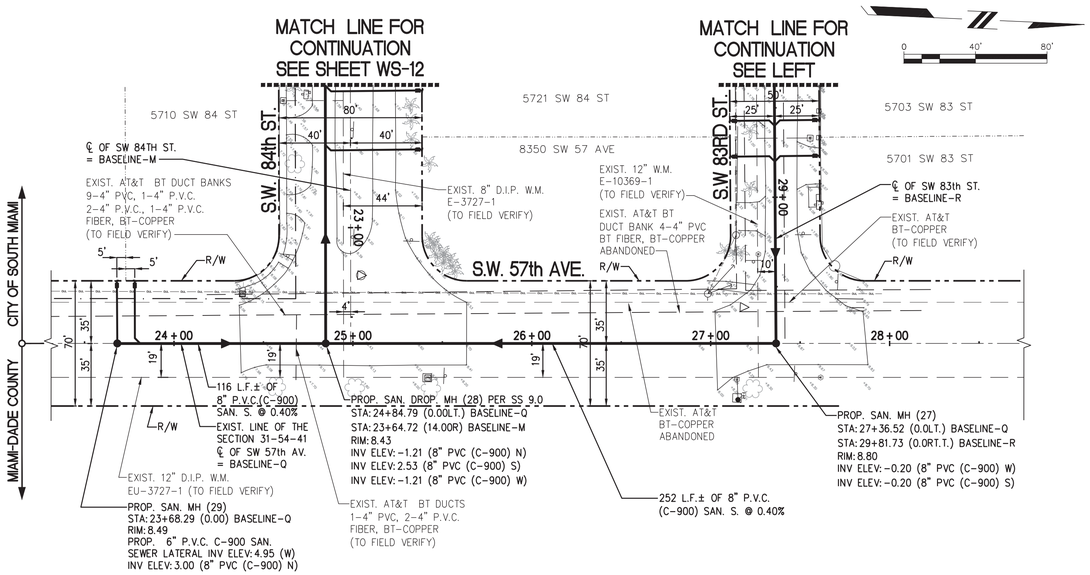


SEWAGE COLLECTION SYSTEM PLAN (SW 83RD STREET BASELINE-R)

SCALE: 1" = 40'

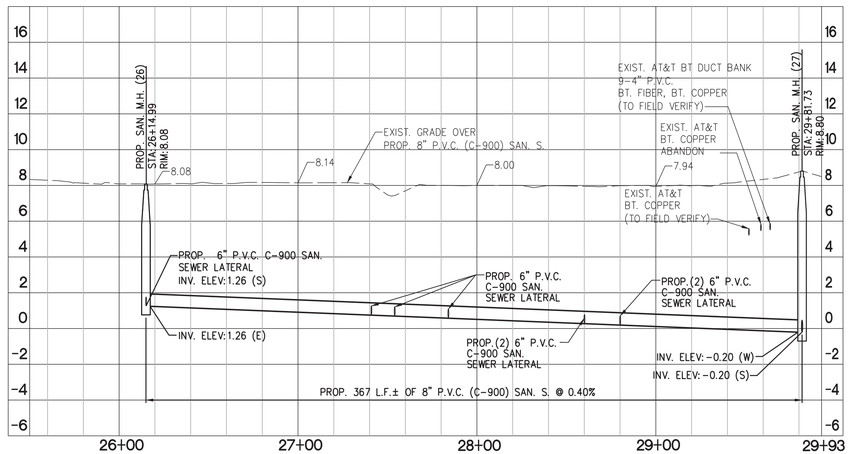


LOCATION MAP
N.T.S.



SEWAGE COLLECTION SYSTEM PLAN (SW 57th AVE BASELINE- Q)

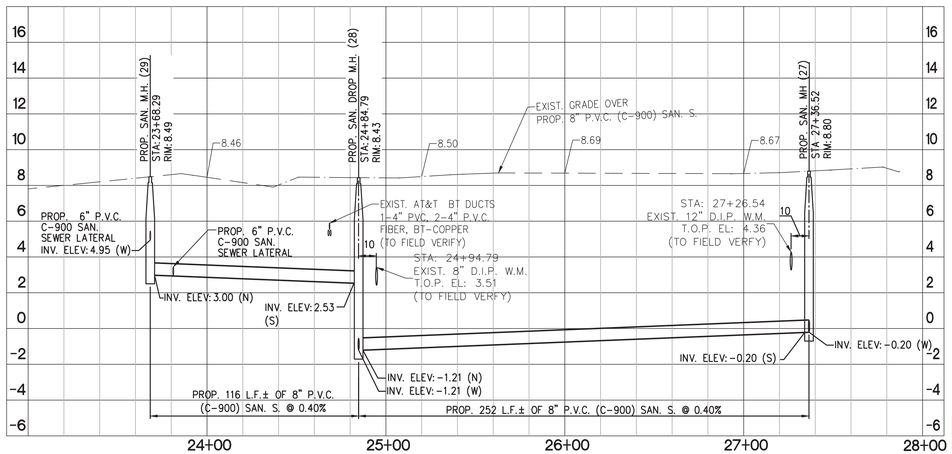
SCALE: 1" = 40'



SEWAGE PROFILE (SW 83RD STREET BASELINE-R) MH-26, MH-27

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.

PHASE II



SEWAGE PROFILE (SW 57th AVE BASELINE- Q) MH-29, MH-28, MH-27

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.

PHASE II

THIS REVISION SUPERCEDES ALL PREVIOUS ACCEPTANCES

MIAMI-DADE WATER AND SEWER DEPARTMENT

WATER PERMIT: Separate plans CPR-3 — SEWER PERMIT: DS-2019-22835

APPROVED ☑ APPROVED AS REVISED ☐

Alberto Pedrayes (REVIEWER'S NAME) — SIGNATURE

6/27/2024 (DATE)

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MASTER ID 22796

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5001 S.W. 74th COURT, SUITE 201
MIAMI, FLORIDA 33155
TEL. 305-662-8887 FAX 305-662-8858
WWW.SRS-CORP.COM

PROJECT NAME: CITY OF SOUTH MIAMI SUB AREA K SANITARY SEWER

CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: SW 83RD STREET BASELINE-R AND SW 57TH AVENUE BASELINE-Q SAN. SEWER PLAN AND PROFILE

IGNACIO SERRALTA LICENSE No 45609 STATE OF FLORIDA PROFESSIONAL ENGINEER 6/25/2024

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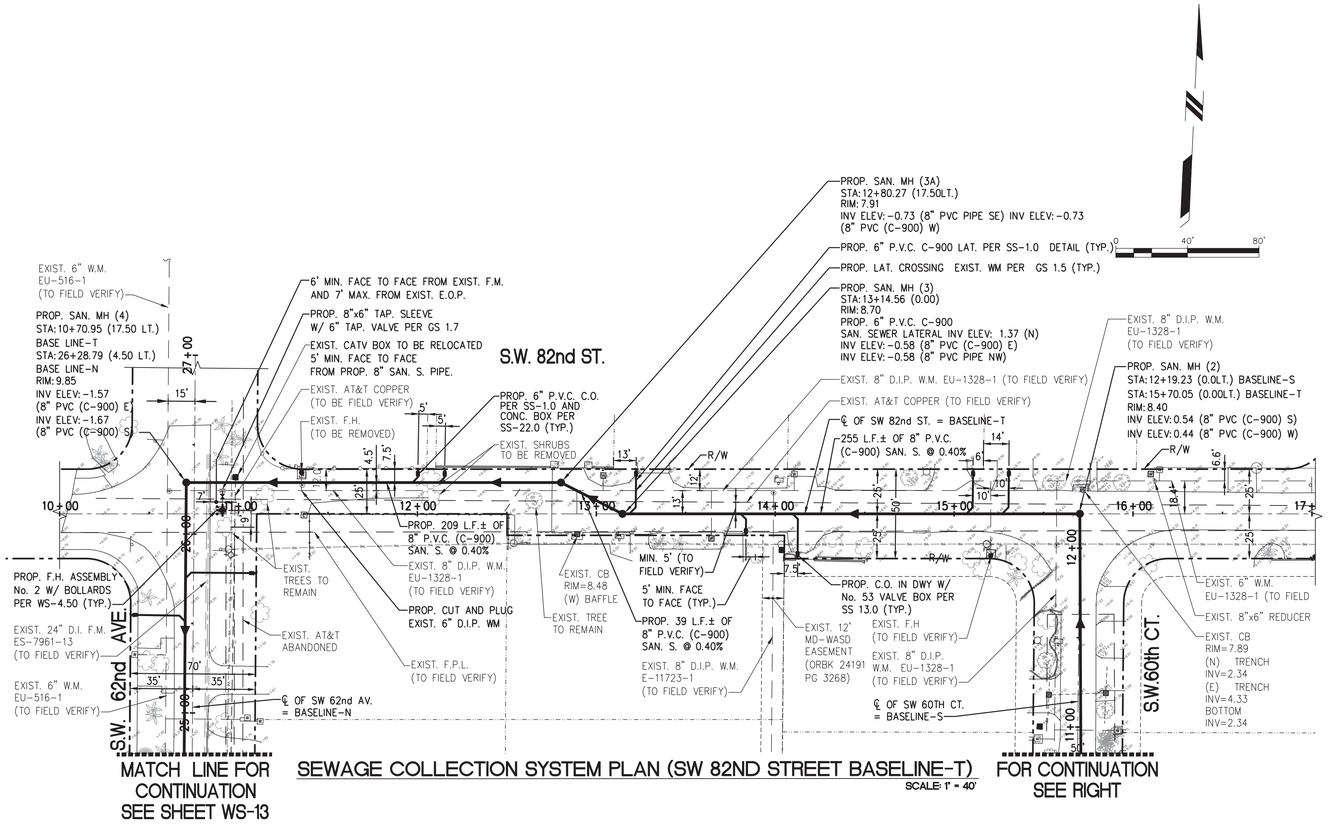
REVISIONS

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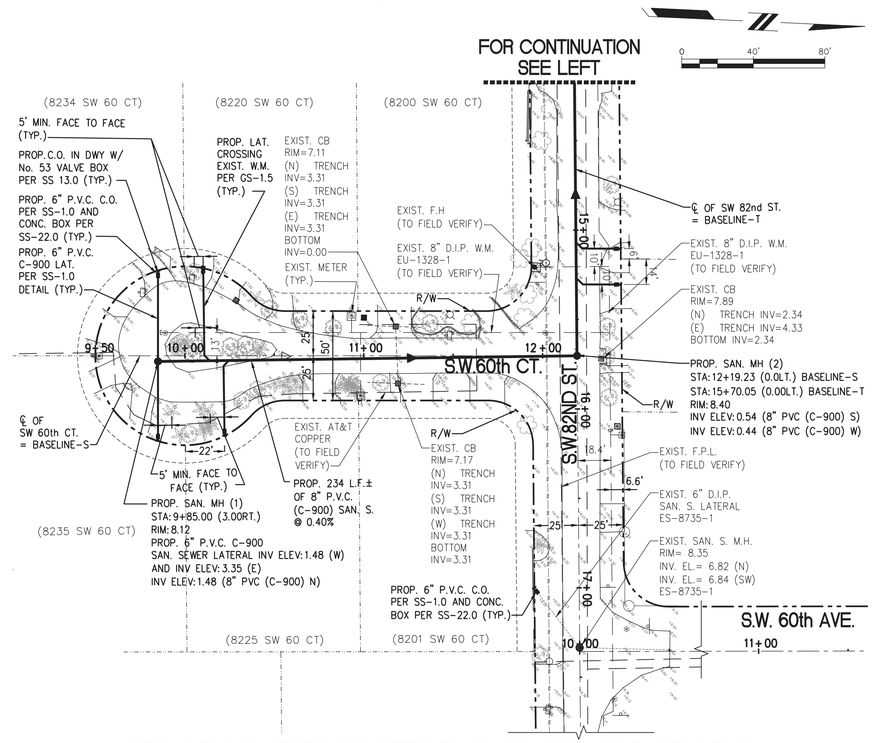
SHEET WS-16

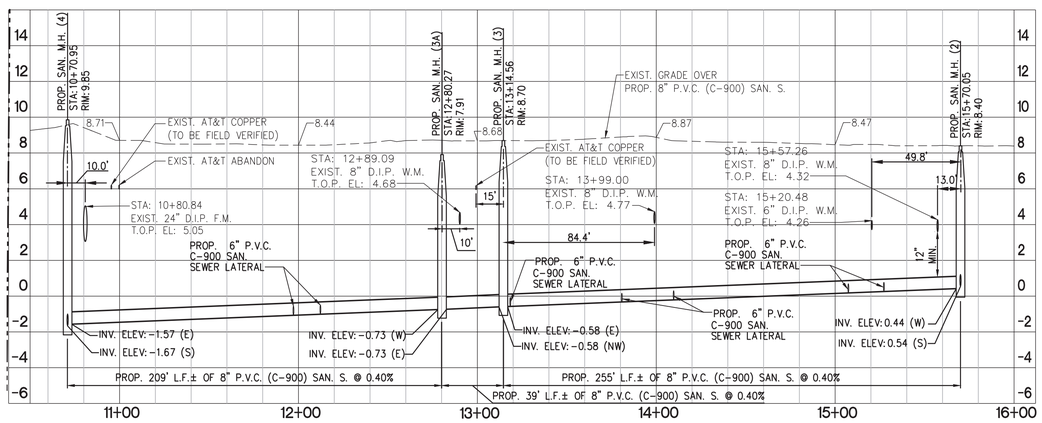
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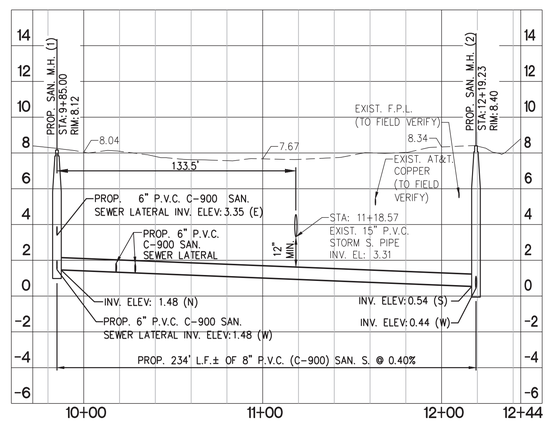






SEWAGE PROFILE (SW 82ND STREET BASELINE-T) MH-4, MH3, MH-3, MH-2

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.



SEWAGE PROFILE (SW 60TH CT BASELINE-S) MH-1, MH-2

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.

PHASE II

PHASE II

THIS REVISION SUPERCEDES ALL PREVIOUS ACCEPTANCES

MIAMI-DADE WATER AND SEWER DEPARTMENT

WATER PERMIT	SEWER PERMIT
Separate plans CPR-3	DS-2019-22835

APPROVED ☑ APPROVED AS REVISED ☐

Alberto Pedrayes — REVIEWER'S NAME — SIGNATURE

8/27/2024 — DATE

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TEL. 305-662-8887 FAX 305-662-8858
WWW.SRS-CORP.COM

PROJECT NAME: CITY OF SOUTH MIAMI
SUB AREA K SANITARY SEWER

CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: SW 82ND STREET BASELINE-T AND SW 60TH CT BASELINE-S SAN. SEWER PLAN AND PROFILE

IGNACIO SERRALTA LICENSED PROFESSIONAL ENGINEER No 45609 STATE OF FLORIDA
6/25/2024

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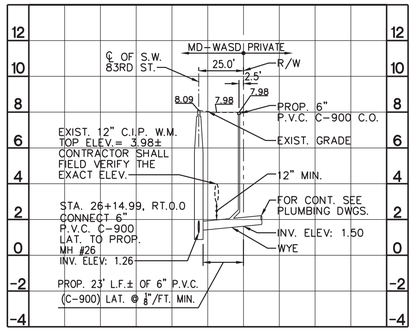
REVISIONS

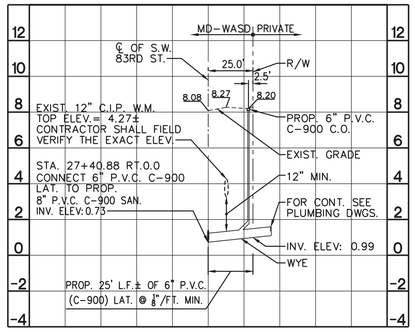
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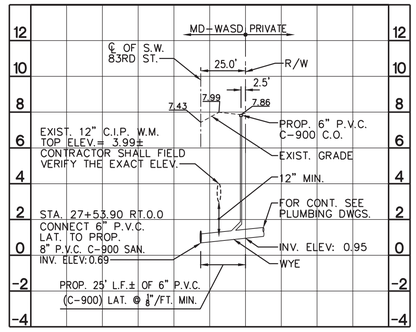
SHEET
WS-17

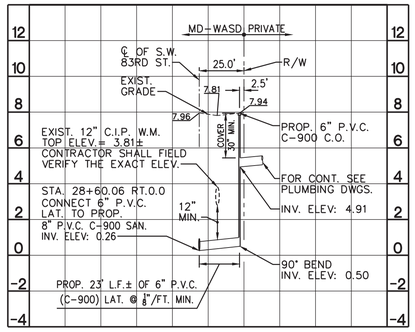
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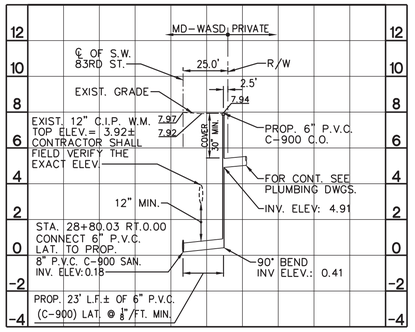
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LATERAL PROFILE FOR SHALLOW SAN. SEWER (SW 83RD STREET BETWEEN SW 58TH AND 57TH AVE)

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.

PHASE II

LATERAL PROFILE FOR SHALLOW SAN. SEWER
(SW 83RD STREET BETWEEN SW 59TH AND 60TH AVE)

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.

PHASE II

LATERAL PROFILE FOR SHALLOW SAN. SEWER
(SW 84th STREET BETWEEN SW 61st AND 60th AVE)

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.

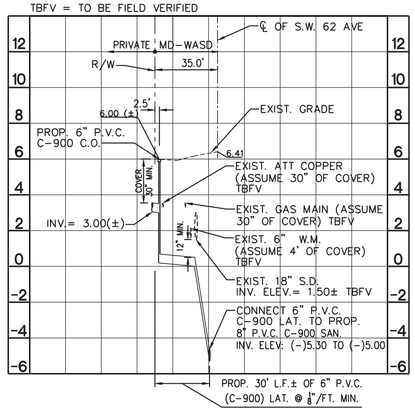
PHASE II

PROP. F.H. No. 1 PROFILE
FOR PLAN SEE SHEET WS-14

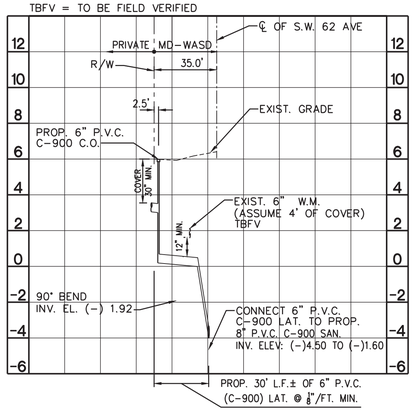
SCALE: 1" = 40' HORIZ.
1" = 4' VERT.

PROP. F.H. No. 2 PROFILE
FOR PLAN SEE SHEET WS-17

SCALE: 1" = 40' HORIZ.
1" = 4' VERT.



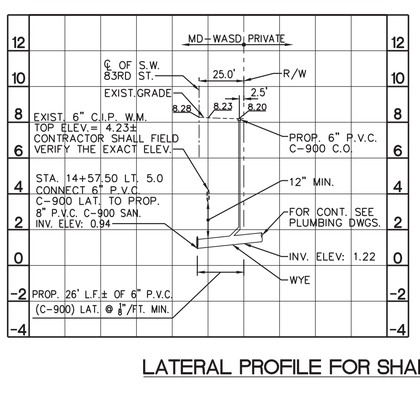
FROM MH-53 TO MH-6

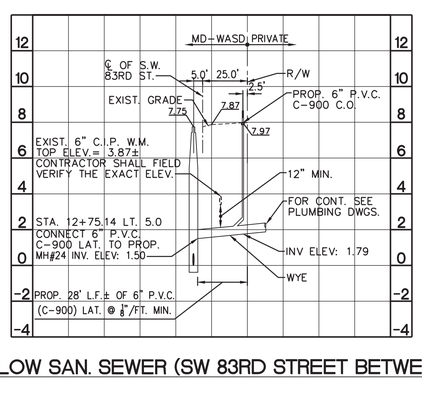


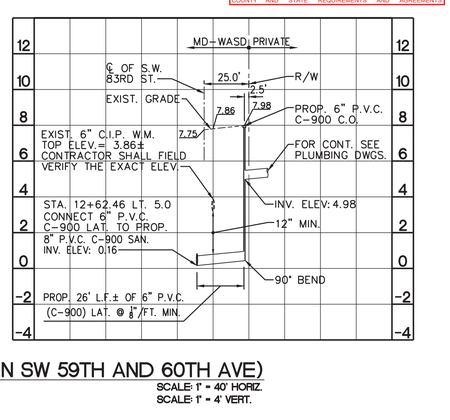
FROM MH-6 TO MH-4

LATERAL PROFILE FOR DEEP SAN. SEWER (SW 62nd AVE BETWEEN SW 85th AND 82th ST)

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.







LATERAL PROFILE FOR SHALLOW SAN. SEWER (SW 83RD STREET BETWEEN SW 59TH AND 60TH AVE)

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.

PHASE II

THIS REVISION SUPERCEDES ALL PREVIOUS ACCEPTANCES

MIAMI-DADE WATER AND SEWER DEPARTMENT

WATER PERMIT: Separate plans CPR-3
SEWER PERMIT: DS-2019-22835
APPROVED ☑ APPROVED AS REVISED ☐
Alberto Pedrayes — REVIEWER'S NAME
SIGNATURE
6/27/2024 — DATE

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WWW.SRS-CORP.COM

PROJECT NAME: CITY OF SOUTH MIAMI
SUB AREA K SANITARY SEWER

CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: SANITARY SEWER PROFILES

IGNACIO SERRALTA — LICENSE — No 45609 — STATE OF FLORIDA — PROFESSIONAL ENGINEER
6/25/2024

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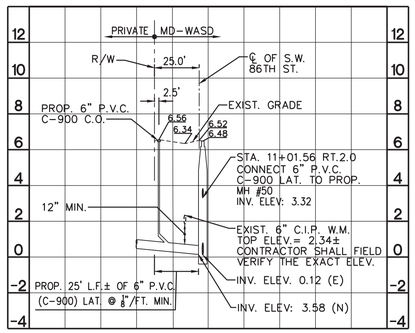
REVISIONS

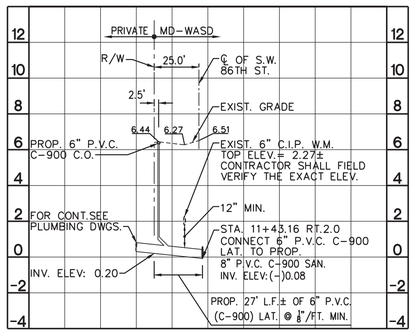
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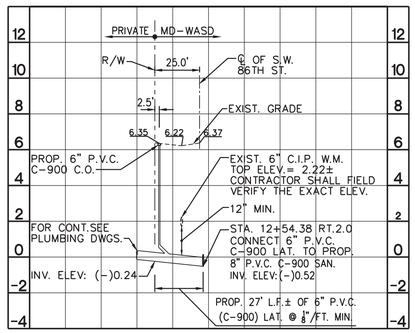
SHEET
WS-18

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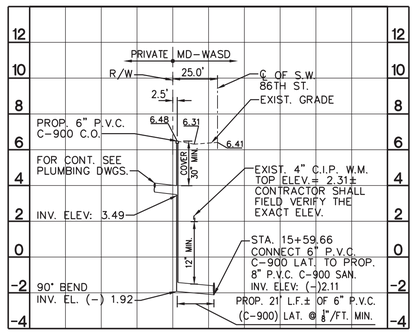


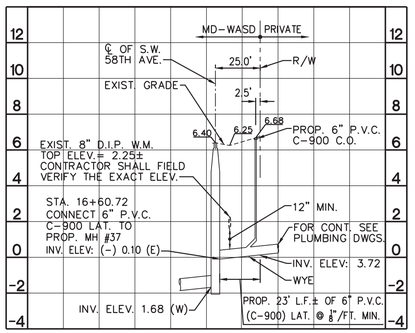


LATERAL PROFILES FOR SHALLOW SAN. SEWER (SW 86th STREET BETWEEN SW 60th AND 62nd AVE)

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERTS.

PHASE II

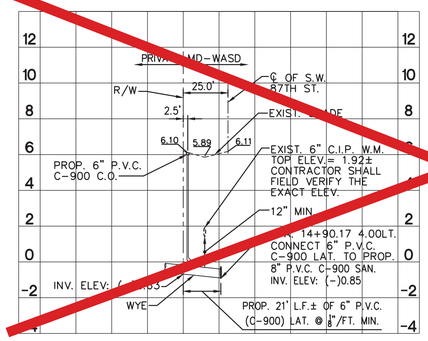


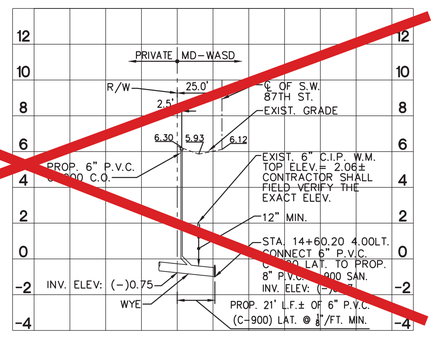


LATERAL PROFILES FOR SHALLOW SAN. SEWER (SW 86th STREET BETWEEN SW 59th AND 58th AVE)

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERTS.

PHASE II

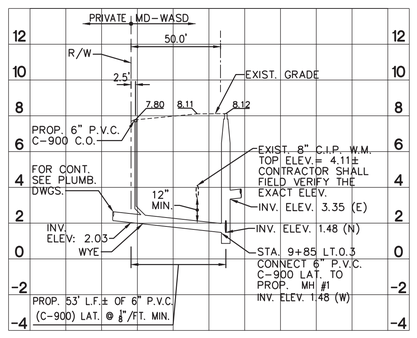
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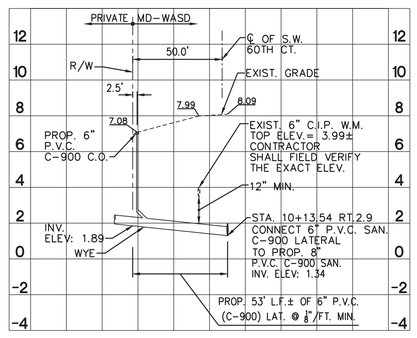
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LATERAL PROFILES FOR SHALLOW SAN. SEWER (SW 87th STREET BETWEEN SW 58TH AND 59TH AVE)

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERTS.

~~PHASE I~~

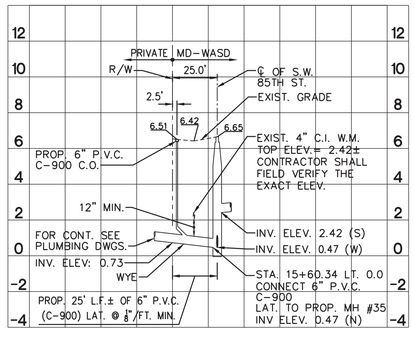


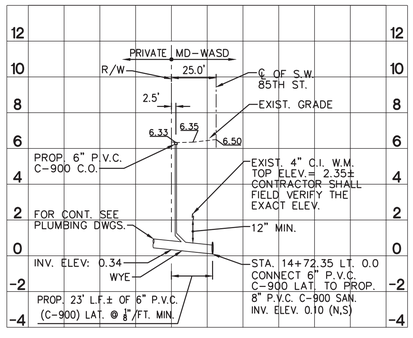


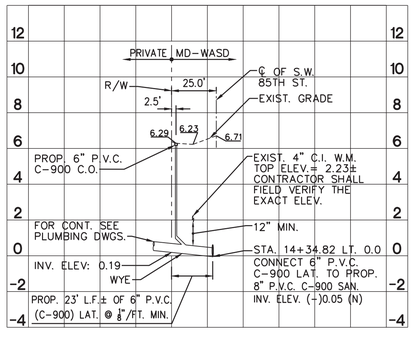
LATERAL PROFILES FOR SHALLOW SAN. SEWER (SW 60TH CT.)

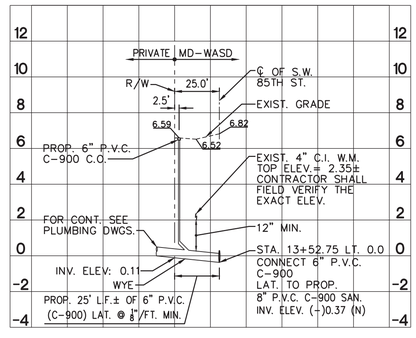
SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERTS.

PHASE II









LATERAL PROFILES FOR SHALLOW SAN. SEWER (SW 85TH STREET BETWEEN SW 59TH AND 58TH AVE)

SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERTS.

PHASE II

MDWASD AGREEMENT SUB ID 22835
MASTER ID 22796

SRS ENGINEERING,INC.
CONSULTING ENGINEERS EB-00007317
5001 S.W. 74th COURT, SUITE 201
MIAMI, FLORIDA 33155
TEL. 305-662-8887 FAX 305-662-8858
WWW.SRS-CORP.COM

PROJECT NAME: CITY OF SOUTH MIAMI
SUB AREA K SANITARY SEWER

CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: SANITARY SEWER PROFILES

IGNACIO SERRALTA LICENSE No 45609 STATE OF FLORIDA PROFESSIONAL ENGINEER
6/25/2024

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY: IGNACIO SERRALTA, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

THIS REVISION SUPERCEDES ALL PREVIOUS ACCEPTANCES
MIAMI-DADE WATER AND SEWER DEPARTMENT
WATER PERMIT: Separate plans CPR-3 — SEWER PERMIT: DS-2019-22835
APPROVED ☑ APPROVED AS REVISED ☐
Alberto Pedrayes — REVIEWER'S NAME — SIGNATURE
6/27/2024 — DATE
THIS ACCEPTANCE IS VALID FOR TWO YEARS AND DOES NOT RELIEVE THE ENGINEER AND CONTRACTOR FROM COMPLIANCE WITH ALL COUNTY AND STATE REQUIREMENTS AND AGREEMENTS.

S.R.S. PROJ. No.: 2317
DATE: 6/25/2024
DRAWN BY: A.S.
DESIGNED BY: M.F.
CHECKED BY: M.T.

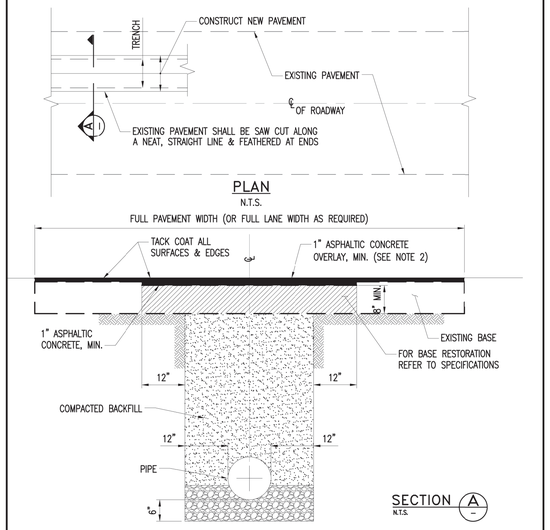
REVISIONS

no.	date	description

SHEET WS-19

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C:\Users\Ignacio\Desktop\SRS Projects\2023\2317 - South Miami Area K - Phase 1\Design\2317-WS-18-WS-19_LATERAL SEWER-PROFILES.dwg & PRINTED ON: Tuesday, June 25, 2024, 5:17:03 PM



NOTES:

1. UNLESS OTHERWISE SPECIFIED, ALL ASPHALTIC CONCRETE DRIVEWAYS OR OIL–SAND DRIVEWAYS SHALL BE REPLACED WITH TYPE I PAVEMENT RESTORATION. (REFER TO STANDARD DETAIL A 1.0).
2. FOR PAVEMENT RESTORATION, REFER TO F.D.O.T., MIAMI–DADE COUNTY PUBLIC WORKS OR SPECIFIC MUNICIPALITY STANDARDS.
3. FOR FDOT ROADS, MILL A MINIMUM OF 1½–INCH AND OVERLAY 1½–INCH WITH FRICTION COURSE 9.5 WITH RUBBER.
4. FOR MIAMI–DADE COUNTY ROADS, MILL 1–INCH AND OVERLAY 1–INCH.

ITEM	CROSS REF.	SPEC. REF.

ISSUE DATE	APPROVED BY
08/02/2013	J.B.F.

MIAMI-DADE COUNTY
Delivering Excellence Every Day
WATER & SEWER DEPARTMENT

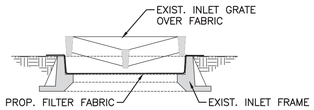
STANDARD DETAIL

PAVEMENT RESTORATION TYPE V

A
1.1
SHEET 1 OF 1

STORM WATER POLLUTION PREVENTION NOTES:

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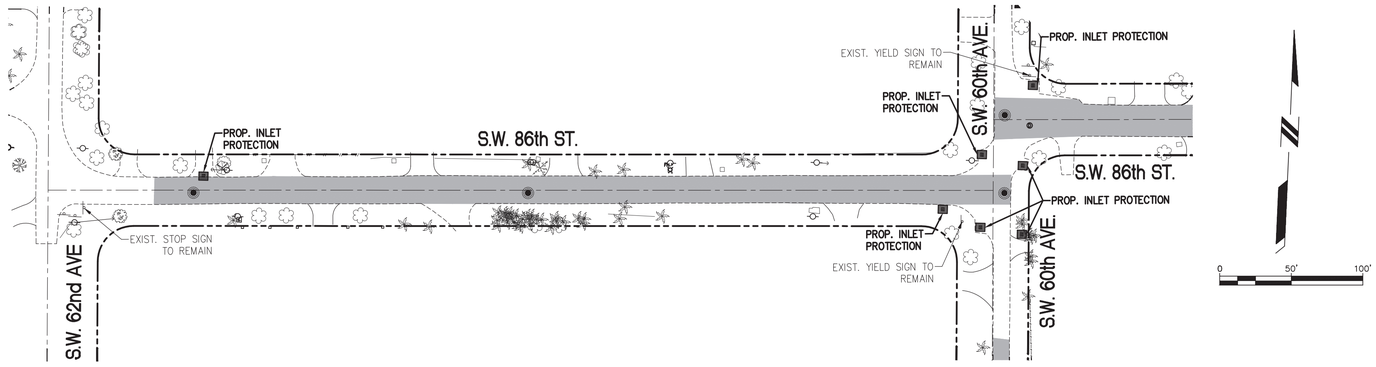
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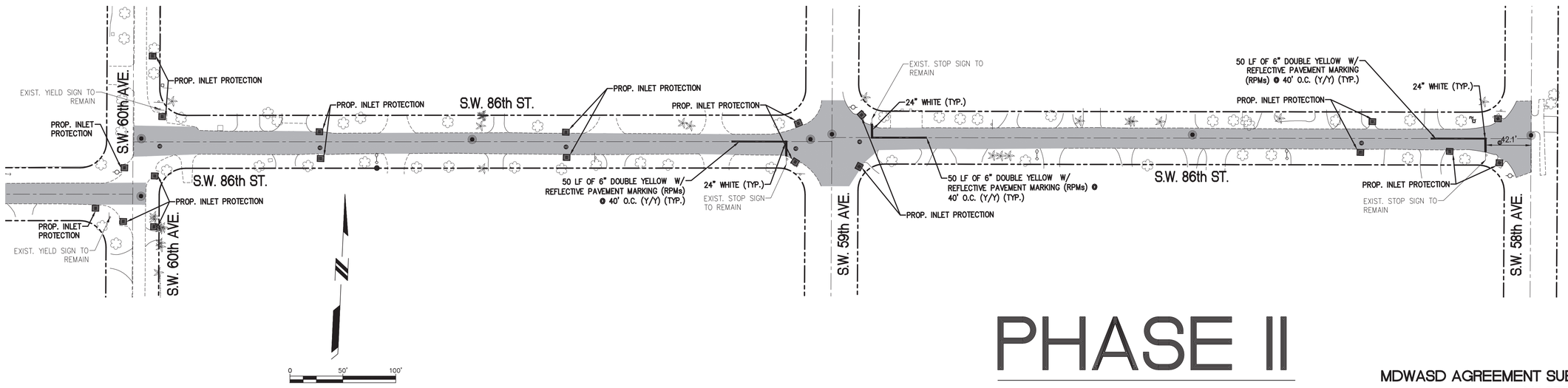
NOTES:

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4. PAVEMENT MARKINGS (THERMOPLASTIC MARKINGS AND RPMs) SHALL BE RESTORED TO ITS ORIGINAL CONDITION, MEET FDOT STANDARDS. SEE PAVEMENT MARKING PLANS.

LEGEND:

PAVEMENT RESTORATION – SEE NOTE 1 ABOVE





PHASE II

MDWASD AGREEMENT SUB ID 22835a
MASTER ID 22796

SRS ENGINEERING,INC.
CONSULTING ENGINEERS EB-00007317
5001 S.W. 74th COURT, SUITE 201
MIAMI, FLORIDA 33155
TEL. 305-662-8887 FAX 305-662-8858
WWW.SRS-CORP.COM

PROJECT NAME: CITY OF SOUTH MIAMI SUB AREA K SANITARY SEWER

CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: PAVEMENT RESTORATION AND PAVEMENT MARKING

IGNACIO SERRALTA LICENSE No 45609 STATE OF FLORIDA PROFESSIONAL ENGINEER

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SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

S.R.S. PROJ. No.: 2317
DATE: 12/16/2025
DRAWN BY: A.S.
DESIGNED BY: M.F.
CHECKED BY: M.T.

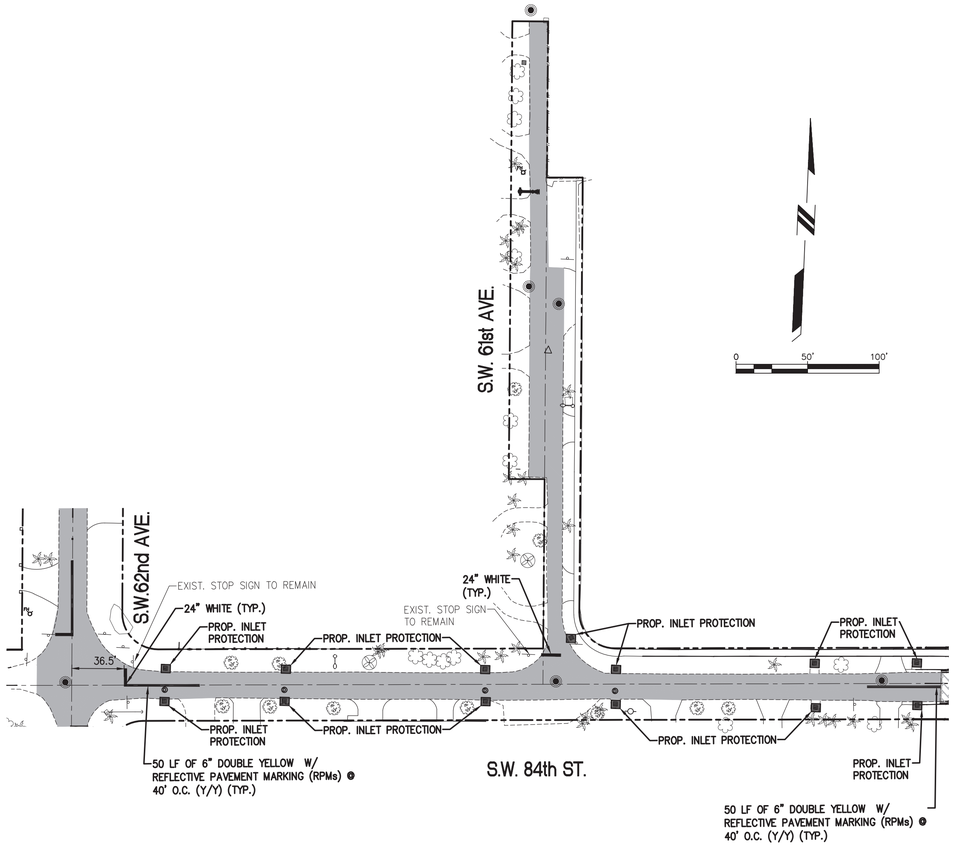
REVISIONS

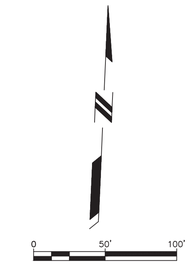
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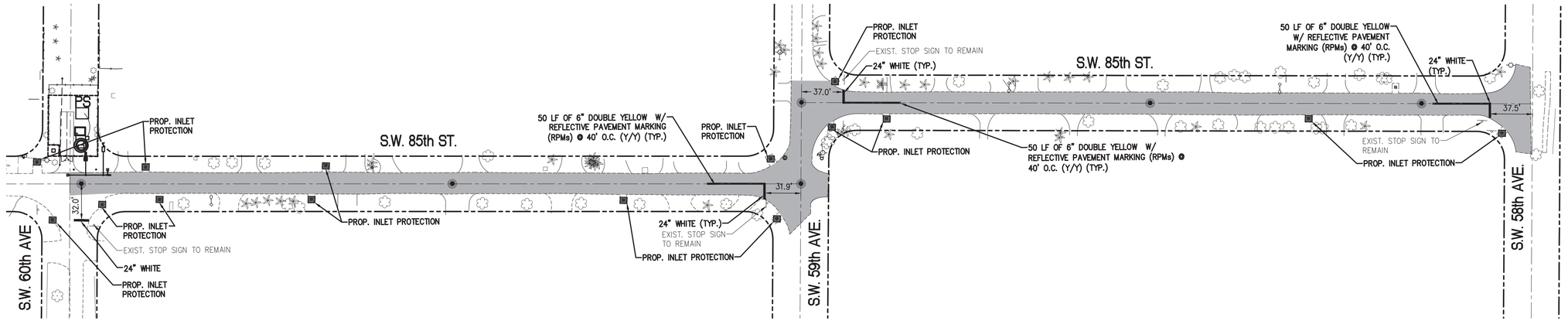
SHEET
WS–22

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LOCATED IN: F:\Engineering\SRS Projects\2023\2317 – South Miami Area K – Phase 1\Design\2317–WS–22_WS–23 PVMT REST. Phase 2 Area 1 to 5 & 7.dwg & PRINTED ON: Tuesday, December 16, 2025, 4:53:26 PM







NOTES:

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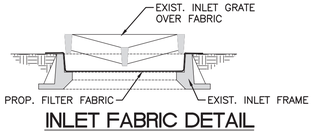
LEGEND:

PAVEMENT RESTORATION – SEE NOTE 1 ABOVE

PHASE II

STORM WATER POLLUTION PREVENTION NOTES:

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INLET FABRIC DETAIL

MDWASD AGREEMENT SUB ID 22835a
MASTER ID 22796

SRS ENGINEERING,INC.
CONSULTING ENGINEERS EB-00007317
5001 S.W. 74th COURT, SUITE 201
MIAMI, FLORIDA 33155
TEL. 305-662-8887 FAX 305-662-8858
WWW.SRS-CORP.COM

PROJECT NAME: CITY OF SOUTH MIAMI
SUB AREA K SANITARY SEWER

CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: PAVEMENT RESTORATION AND PAVEMENT MARKING

IGNACIO SERRALTA LICENSE No 45609 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY IGNACIO SERRALTA, P.E. ON THE DATE ADJACENT TO THE SEAL.
SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

S.R.S. PROJ. No.: 2317
DATE: 12/16/2025
DRAWN BY: A.S.
DESIGNED BY: M.F.
CHECKED BY: M.T.

REVISIONS

no.	date	description

SHEET
WS-23

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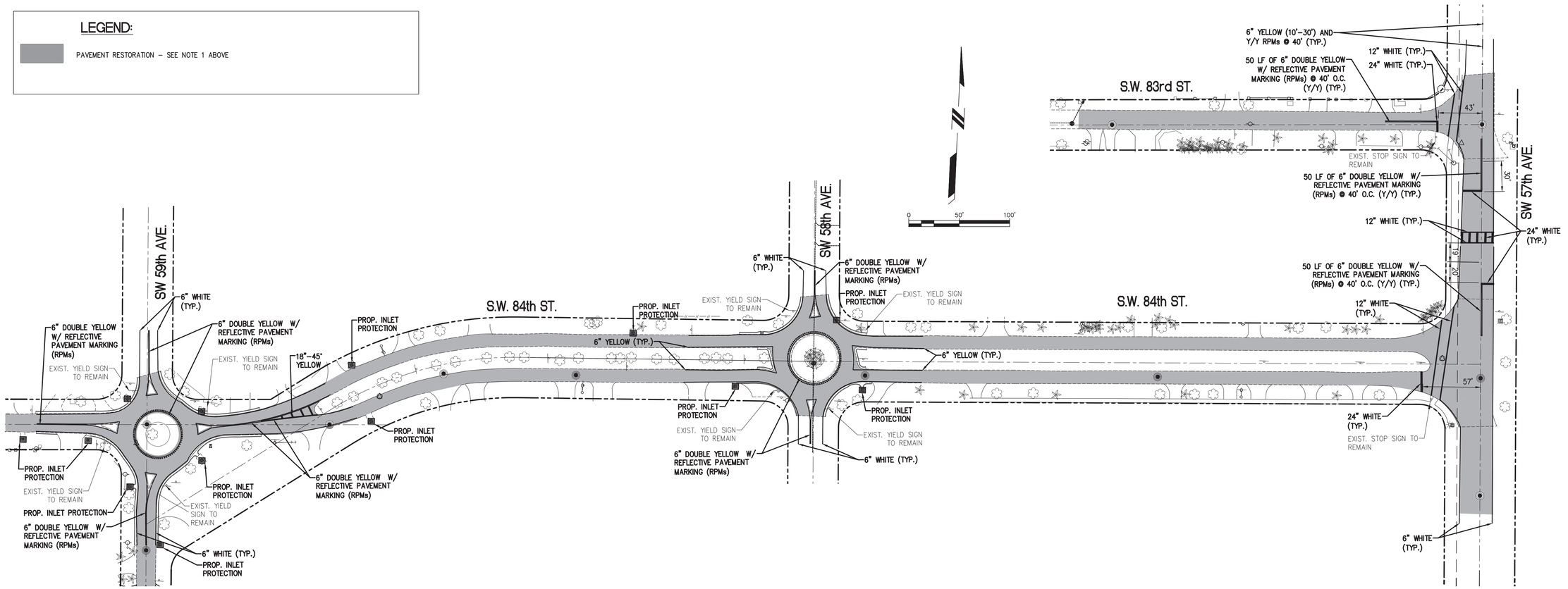
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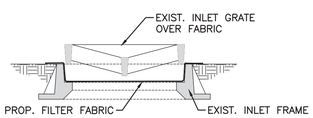
LEGEND:

PAVEMENT RESTORATION – SEE NOTE 1 ABOVE



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PHASE II

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PROJECT NAME: CITY OF SOUTH MIAMI SUB AREA K SANITARY SEWER

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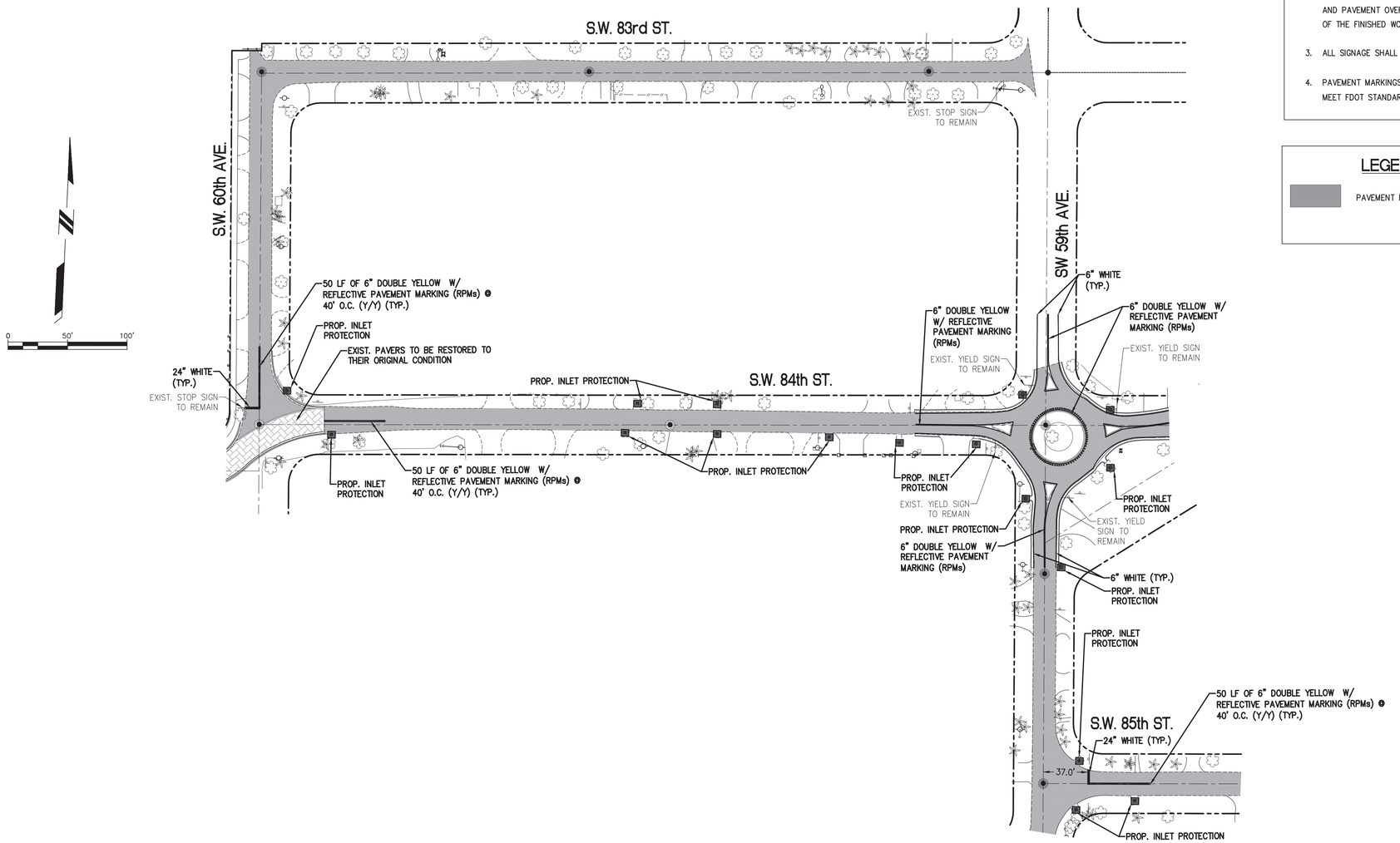
REVISIONS

no.	date	description

SHEET WS-24

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LOCATED IN: F:\Engineering\SRS Projects\2023\2317 - South Miami Area K - Phase 1\Design\2317-WS-24 to WS-26 PVMT REST. Phase 2 Area 6, 8 & 9.dwg & PRINTED ON: Tuesday, December 16, 2025, 5:18:31 PM



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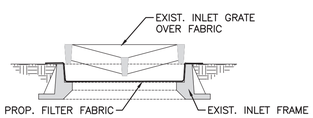
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2. ALL EXISTING UTILITY CASTINGS. INCLUDING VALVES BOXES, JUNCTION BOXES, MANHOLES, HANDHOLES, PULL BOXES, INLETS AND SIMILAR STRUCTURES IN THE AREAS OF TRENCH RESTORATION, PAVEMENT REPLACEMENT AND PAVEMENT OVERLAY SHALL BE ADJUSTED BY THE CONTRACTOR TO BRING THEM FLUSH WITH THE SURFACE OF THE FINISHED WORK.
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4. PAVEMENT MARKINGS (THERMOPLASTIC MARKINGS AND RPMs) SHALL BE RESTORED TO ITS ORIGINAL CONDITION, MEET FDOT STANDARDS. SEE PAVEMENT MARKING PLANS.

LEGEND:

PAVEMENT RESTORATION – SEE NOTE 1 ABOVE

STORM WATER POLLUTION PREVENTION NOTES:

1. ALL ENVIRONMENTAL CONTROL FEATURES ARE TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT IN ACCORDANCE WITH N.P.D.E.S. REQUIREMENTS. THE CONTRACTOR MUST INSURE THAT ALL EROSION CONTROL FEATURES FUNCTION PROPERLY AT ALL TIMES.
2. ALL EROSION AND MATERIAL DEPOSITS MUST BE CONTAINED WITHIN THE PROJECT LIMITS.
3. ANY DAMAGED OR INEFFECTIVE INLET PROTECTION ARE TO BE REPLACED WITH NEW ONES. THE LOCATION OF INLET PROTECTION INSTALLATION IS AS INDICATED HEREON. THE PROJECT ENGINEER MAY SPECIFY OTHER AREAS AS NECESSARY.
4. ANY OFFSITE SEDIMENT DISCHARGE TO A MUNICIPAL SEPARATE STORM WATER SYSTEM ARISING FROM THE CONTRACTOR'S ACTIVITIES IS NOT ALLOWED.



INLET FABRIC DETAIL

PHASE II

MDWASD AGREEMENT SUB ID 22835a
MASTER ID 22796

SRS ENGINEERING,INC.
CONSULTING ENGINEERS EB-00007317
5001 S.W. 74th COURT, SUITE 201
MIAMI, FLORIDA 33155
TEL. 305-662-8887 FAX 305-662-8858
WWW.SRS-CORP.COM

PROJECT NAME: CITY OF SOUTH MIAMI SUB AREA K SANITARY SEWER

CLIENT: CITY OF SOUTH MIAMI

SHEET TITLE: PAVEMENT RESTORATION AND PAVEMENT MARKING

IGNACIO SERRALTA LICENSE No 45609 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY IGNACIO SERRALTA, P.E. ON THE DATE ADJACENT TO THE SEAL.
SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

S.R.S. PROJ. No.: 2317
DATE: 12/16/2025
DRAWN BY: A.S.
DESIGNED BY: M.F.
CHECKED BY: M.T.

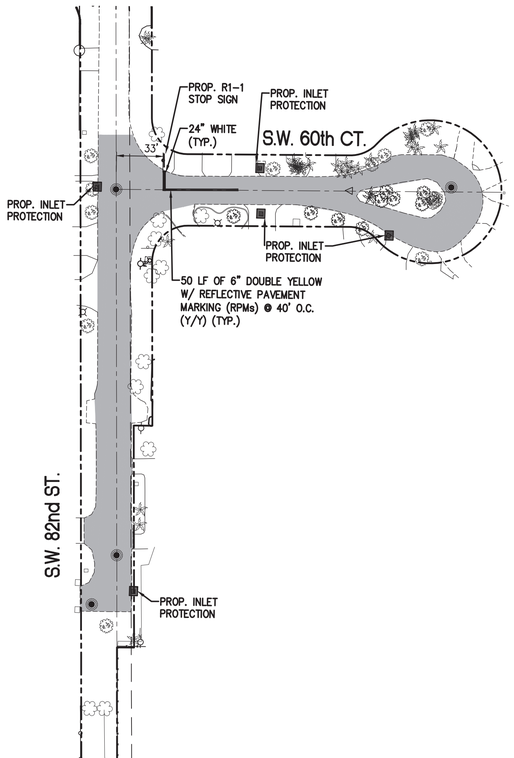
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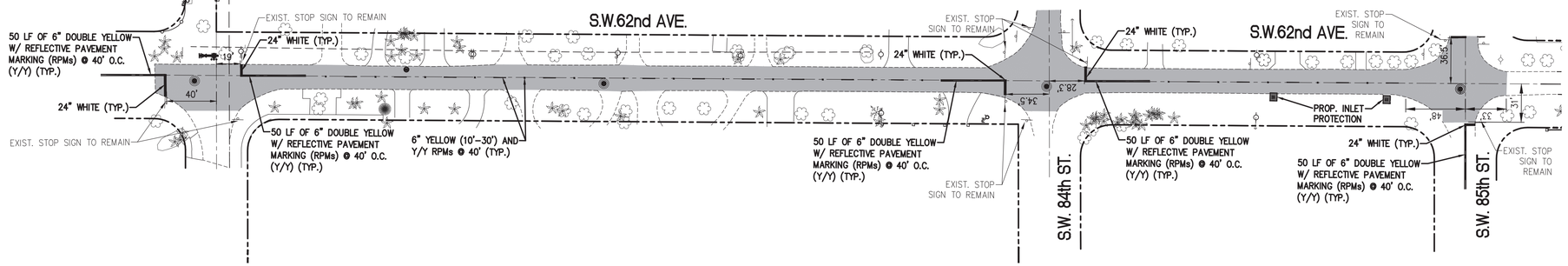
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SHEET WS-25

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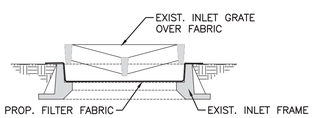
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PHASE II

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DATE: 12/16/2025
DRAWN BY: A.S.
DESIGNED BY: M.F.
CHECKED BY: M.T.

REVISIONS

no.	date	description

SHEET WS-26

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EXHIBIT F

GEOTECHNICAL REPORT

Prepared for SRS Engineering

By:

NELCO TESTING AND ENGINEERING SERVICES

REPORT OF SUBSURFACE SOIL EXPLORATION
GEOTECHNICAL EVALUATION AND RECOMMENDATIONS

SOUTH MIAMI SANITARY SEWER IMPROVEMENTS
VICINITY OF SW 87th STREET & 60th AVENUE
SOUTH MIAMI, FLORIDA

APRIL 2018

Prepared for:

SRS ENGINEERING, INC.
5001 SW 74th COURT, SUITE 201
MIAMI, FLORIDA 33155

NELCO TESTING AND ENGINEERING SERVICES, INC.
13370 SW 131st Street, Suite 105
Miami, Florida 33186

NELCO
TESTING & ENGINEERING SERVICES, INC.

April 4th, 2018

SRS Engineering, Inc.
5001 SW 74th Court, Suite 201
Miami, Florida 33155

Reference: Report of Subsurface Soil Exploration and Recommendations
Evaluation of Subsurface Conditions
For the Proposed Construction:

South Miami Sanitary Sewer Improvements
Vicinity of SW 87th Street & 60th Avenue
South Miami, Florida

NTES Project Number: B-1803168

Dear Sir or Madam,

Following please find the report of subsurface soil explorations and geotechnical evaluation for the above referenced project. Test Borings and soil sampling took place between March 22nd and March 27th, 2018 using procedures in general accordance with ASTM D-1586, the Standard Penetration Test. This report presents our findings, data, and recommendations.

We appreciate this opportunity to assist you in this project. If you have any questions or comments, please call us at (305) 259-9779.

Respectfully Submitted,
NELCO Testing and Engineering Services, Inc.

V.M.B Venkatesan
Professional Engineer No. 63107
State of Florida

NELCO
TESTING AND ENGINEERING SERVICES

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NELCO
TESTING AND ENGINEERING SERVICES

Subsurface Soil Exploration and Recommendations
For
South Miami Sanitary Sewer Improvements
Vicinity of SW 87th Street & 60th Avenue
South Miami, Florida

INTRODUCTION

The purpose of this sub-surface exploration was to obtain data in order to provide an evaluation of the sub-surface conditions and recommendations for foundation design for support of the proposed construction.

PROJECT INFORMATION

Site plan, location and construction information was provided by Mr. Mark Tomczyk, P.E. of SRS Engineering, Inc.

At the time of testing, the project area was observed to be existing roadways within existing residential areas. Proposed construction consists of a new pump station and sanitary sewer improvements to the existing residential neighborhood(s).

SUB-SURFACE CONDITIONS

Sub-surface exploration consisted of eleven (11) Standard Penetration Test Boring conducted conforming to the guidelines as set forth in ASTM D-1586.

Testing was performed between March 22nd and March 27th, 2018. A review of the Test Boring Report generally indicates that the subject property is mantled by sand and gravel and silty sand to approximate depths ranging between 1.0 and 4.5 feet below existing grade. Beneath, soft to medium dense sandy limestone was encountered throughout the maximum explored depth of thirty (30) feet below existing grade.

Groundwater at the time of testing was encountered between approximate depths of 3.5 and 5.0 feet below existing grade.

Please refer to the enclosed appendices for location, classification, and stratification information.

SOIL IMPROVEMENT / FOUNDATION RECOMMENDATIONS

1. Remove any asphalt, concrete, surface vegetation, topsoil, and organic material within building areas plus five (5) feet outside the building footprint. The area under footings, foundations, and concrete slabs on grade shall have all vegetation, stumps, roots, and foreign materials removed prior to placement of fill.

2. If fill material is to be placed below the water level, bulk place fill carefully to avoid material segregation, to approximately one foot above the ground water level. Compact to a minimum of 95 percent of the dry soil density as determined by the Modified Proctor Test – ASTM D-1557.

3. Fill or continue to fill and compact the cleared areas in lifts not greater than 12 inches of compacted thickness to elevate to the required grade. Fill material for areas in support of footings and structures is to be a granular mixture of limerock and sand (approved for use as piping/structure bedding material) free of vegetation, organic material, construction debris, and large rocks.

   Notes on site improvement operations and materials encountered:

   a. The anticipated depth of unsuitable soil that is expected to be removed prior to construction/excavation is approximately 0.5 to 1.0 foot in order to clear any asphalt, surface vegetation, and organic material. Deeper depths are not expected, however may be required.
   b. Concrete pavement, building rubble, concrete foundations and any other debris encountered at or below the existing ground surface should be removed as part of the site preparation process for the proposed construction area. Vegetation, topsoil, roots and other deleterious materials (typically 4 to 6 inches), deemed unsuitable shall be removed from the proposed construction areas, and replaced with controlled fill as outlined herein.
   c. Any existing utility lines, tanks, and wells should be relocated or properly abandoned or plugged, as these may provide a conduit for the erosional effects of storm water on soils in support of proposed new building foundations.
   d. Should any material be found to contain questionable amounts of organic content (or be deemed unsuitable) during site clearing operations, the geotechnical engineer must be notified immediately in order to reevaluate the recommendations enclosed herein.

4. All fill material shall be inorganic containing no more than 5% by weight organic material. Silt-size fine particulates (material passing the No. 200 Sieve) in fill material shall be limited to less than 10% by weight.

5. Compact each lift of fill material to a minimum compaction of 95 percent of the dry soil density as determined by the Modified Proctor Test – ASTM D-1557 prior to placement of any additional fill required. Prior to compaction, the moisture content of each lift of fill material shall be adjusted to within plus/minus 2 percent of the optimum moisture as determined by the Modified Proctor Test – ASTM D-1557.

6. Compaction of building site shall be verified by means of one Field Density Test for each 2500 square feet or fraction thereof for each lift of compacted soil for building pad or slab area. One Field Density Test will also be required for every 50 linear feet of excavated spread footings, and every isolated footing excavation. Field density tests shall be performed as per ASTM D-2922.

7. All Geotechnical work must be performed under the supervision of our geotechnical engineer or one of his representatives, in order to verify compliance with our specifications.

SOIL BEARING CAPACITY FOR STRUCTURE FOUNDATIONS

Our observations, exploration, and evaluation, supplemented by a review of sub-soil profile developed from the soil engineering Standard Penetration Test, indicate that the soils found, after improvements as specified, will be suitable for supporting foundations proportioned for a maximum allowable bearing stress of 3000 pounds per square foot, based on total load.

ANTICIPATED SETTLEMENT

Provided that foundations and soils (existing and fill material), are engineered and constructed in accordance with our recommendations and specifications the maximum total foundation settlement is expected to be less than 1 inch. Differential settlement between adjacent foundations is expected to be ½ of total settlement.

SOIL EROSION

The possibility exists for erosion to occur on soils providing structural support for any proposed or existing footings/foundations. This should be considered and addressed during the design and construction process for both existing soil and structurally placed fill material in support of any footings/foundations.

The site should be graded to provide positive drainage to reduce storm water infiltration. A minimum gradient of one percent for asphalt areas should be maintained. A three percent gradient should be maintained for landscaped areas immediately adjacent (within 5 feet) to the building. In general, water should not be allowed to collect near the surface of the foundation or floor slab areas of the structures during or after construction. If water were allowed to accumulate next to the foundation, it would provide an available source of free water to soils underlying the foundation. Similarly, surface water drainage patterns or swales must not be altered so that runoff is allowed to collect next to the foundation.

Temporary drainage provisions should be established, as necessary, to minimize water runoff into construction areas. Since soils generally tend to soften when exposed to free water, provisions should be made to remove seepage water from excavations, should it occur. Also, undercut or excavated areas should be sloped toward one corner to facilitate the collection and removal of rainwater or surface runoff. Adequate protection against sloughing of soils should be provided for workers and inspectors entering the excavations. This protection should meet O.S.H.A. and other applicable building codes.

Completed foundation elements should also be protected through vegetation and/or asphalt/concrete cover.

DEWATERING

Depending on the depth of anticipated excavations, temporary dewatering may be required to control the existing groundwater level as necessary during construction. Methods to be employed are left up to the contractor's discretion [if so required] with respect to what has been used in the past, and what has been proven to be successful. Localized "well-point" dewatering, and/or pumping may be acceptable methods to be considered.

Summary of Stratigraphy and Engineering Design Parameters

Please refer to Table 1, below for general summary of subsurface conditions. Based on the results of the subsurface exploration program and our experience with similar soil conditions, the recommended soil parameters and design considerations are presented for sheet pile design (if so required):

Table 1

Soil Type	Internal Angle of Friction (Degrees)	Cohesion (psf)	Moist Unit Weight (pcf)	Subgrade Modulus (pci)	E_{50} 50% Strain Value
GRAVELLY SANDS	31	0	110	150	----
SANDY LIMESTONE	35	2500	130	350	0.005

Angle of External Friction, Coefficient of Earth Pressure:

Please refer to the Table 2 for δ, K_o, K_a, and K_p values.

Table 2

	δ, Angle of External Friction	@ Rest, K_o	Active, K_a	Passive, K_p
Gravelly Sands	20.67°	0.485	0.320	3.124
Sandy Limestone	23.33°	0.426	0.271	3.690

ROADWAY AREA RECOMMENDATIONS

General

The project area is mantled by sand and gravel and silty sand to approximate depths ranging between 1.0 and 4.5 feet below existing grade. Beneath, soft to medium dense sandy limestone was encountered throughout the maximum explored depth of thirty (30) feet below existing grade.

We anticipate these subsurface conditions will not impose geotechnical constraints or limitations for development of the proposed parking lot area, provided the sub-surface soils in these areas are appropriately prepared as follows prior to placement of the new pavement.

Sub-Grade Preparation:

1. Initial site preparation should consist of removal of any vegetation, topsoil and organic material within the construction area for the entire construction footprint plus three (3) feet outside the footprint until either limestone bedrock, or clean granular material is encountered.

2. Compact cleared area to a minimum of 95 percent of the maximum dry soil density as determined by ASTM D-1557, The Modified Proctor Test.

3. Fill and compact the construction areas in lifts not greater than 12 inches of compacted thickness to elevate to required grade. Compact each lift to a minimum of 98 percent of the maximum dry density, as determined by ASTM D-1557, The Modified Proctor Test. Pavement sections and design specifications should be considered using the following guidelines.

4. Compaction of fill in the proposed roadways shall be verified by means of one Field Density Test for each 2500 square feet or fraction thereof for each lift of compacted soil for the roadway. One Field Density Test will also be required for every 50 linear feet of roadway. Field density tests shall be performed as per ASTM D-2922.

5. All Geotechnical work must be performed under the supervision of our geotechnical engineer or one of his representatives in order to verify compliance with our specifications.

General Components/Fill Recommendations for Asphalted Roads

Generalized pavement recommendations have been provided. A pavement section consisting of three layers should be used, as this utilizes the strength and durability of several layers in order to produce a final product that is both cost-effective and adequate regarding material availability. Placement of these layers may take place directly over the prepared ground surface, provided the initial site preparation has been conducted as recommended above.

1. The initial layer (stabilized sub-grade) of the pavement section shall consist of a mixture of limerock with lime sand with a minimum LBR value of 40. The thickness of this layer should be at least 12 inches. This layer shall be compacted to a minimum of 98 percent of the maximum dry density (as determined by ASTM D-1557).

2. Base course material is recommended to be crushed limerock obtained from an approved source with a minimum LBR value of 100 (limerock minimum). Base course material shall be placed in lifts not greater than 6-inches, and compacted to a minimum of 98 percent of the maximum dry density (ASTM D-1557). This course shall have a recommended (minimum) thickness of at least 8-inches for heavier traffic loads.

3. The final surface course is the portion which comes directly in contact with traffic loads. The use of a heavy-duty asphaltic concrete mix (or reinforced concrete) is recommended, consisting of a mixture conforming to a current approved design. Samples of all materials should be tested for aggregate gradation and asphalt content in order to verify compliance with all design specifications. Asphalt should be compacted to a minimum of 95 percent of the laboratory density.

Roadway Area Construction Considerations

All construction traffic (heavy equipment, etc.) should be directed away from all incomplete paved areas under construction, as these areas are not expected to perform as well as the final product under full traffic loads.

It is recommended that the base course be separated at least 1.5 feet from the wet seasonal high groundwater level, in order to avoid premature deterioration due to surface runoff and intrusion of high groundwater into the base course material. If this is not possible, it is recommended that an asphaltic base material be used instead of crushed limerock, to avoid erosion of fine particulates over extended periods of time.

Groundwater levels are expected to rise and fall with each rainfall event. It should be noted that the use of a french drain system may cause the settlement of fine particles within limestone cavities. This cycle could cause "pot holes" to develop over time along the drainage system.

Should any sub-surface variations become evident during the course of this project, a re-evaluation of the recommendations contained in this report may be necessary. The applicability of this report should also be reviewed in the event significant changes occur in the design, nature, or location of the proposed parking lot, roadways and bus lane.

The design engineer should take these into consideration during the design process.

TRENCH EXCAVATION SAFETY

Based on our results and observations it is our professional opinion that all open trenches in excess of 5.0 feet in depth shall be protected from cave-in in accordance with the State of Florida Trench Safety act, and OSHA 29 CFR 1926.650, Subpart P (Chapter 90-96, Laws of Florida).

Soils encountered are not capable of providing support without the use of and applicable shoring device (mule, trench box). In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth exceed those specified in the referenced safety standards.

REPORT LIMITATIONS

The recommendations submitted are based on the available subsurface information obtained by Nelco Testing and Engineering Services, Inc. (NTES) and design details provided by SRS Engineering, Inc. for the proposed project. If there are any revisions to the nature, design or location of proposed structures, NTES should be notified immediately to determine if changes in recommendations are required. If NTES is not retained to perform these functions, NTES will not be responsible for the impact of those conditions of the project.

The geotechnical engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with ASTM specifications, and generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed. Evaluations expressed in this report are based on field observations and data collected during exploration. Variations throughout the sub-surface profile may exist between designated boring locations, and in inaccessible areas with existing structures. These may not become evident until construction operations have commenced. Should any variations become evident, NELCO Testing and Engineering Services, Inc. must be notified. A reevaluation of the information and professional opinions expressed in this report may be necessary. NELCO Testing and Engineering Services, Inc. does not guarantee any existing subsurface condition between test locations.

Please note analysis and recommendations mentioned in this report are obtained from the borings performed at the indicated locations on the "Soil Boring Test Location Sketch" included in this report. Local variations outside of the vertical reach of the boring locations may be encountered. Descriptions represent our interpretation of the subsurface data and observations at the specific boring locations, on the date tested.

This geotechnical report has been prepared by NTES for the intended use of SRS Engineering, Inc. and the specific application to the named project as described. This report does not evaluate or address any environmental criteria – this information should be obtained through a Phase I Environmental Site Assessment (ESA) if so required. Any third party use of this report should be conducted with the expressed written permission of NTES.

APPENDIX A

- Project Location Map
- Standard Penetration Test Location Sketch

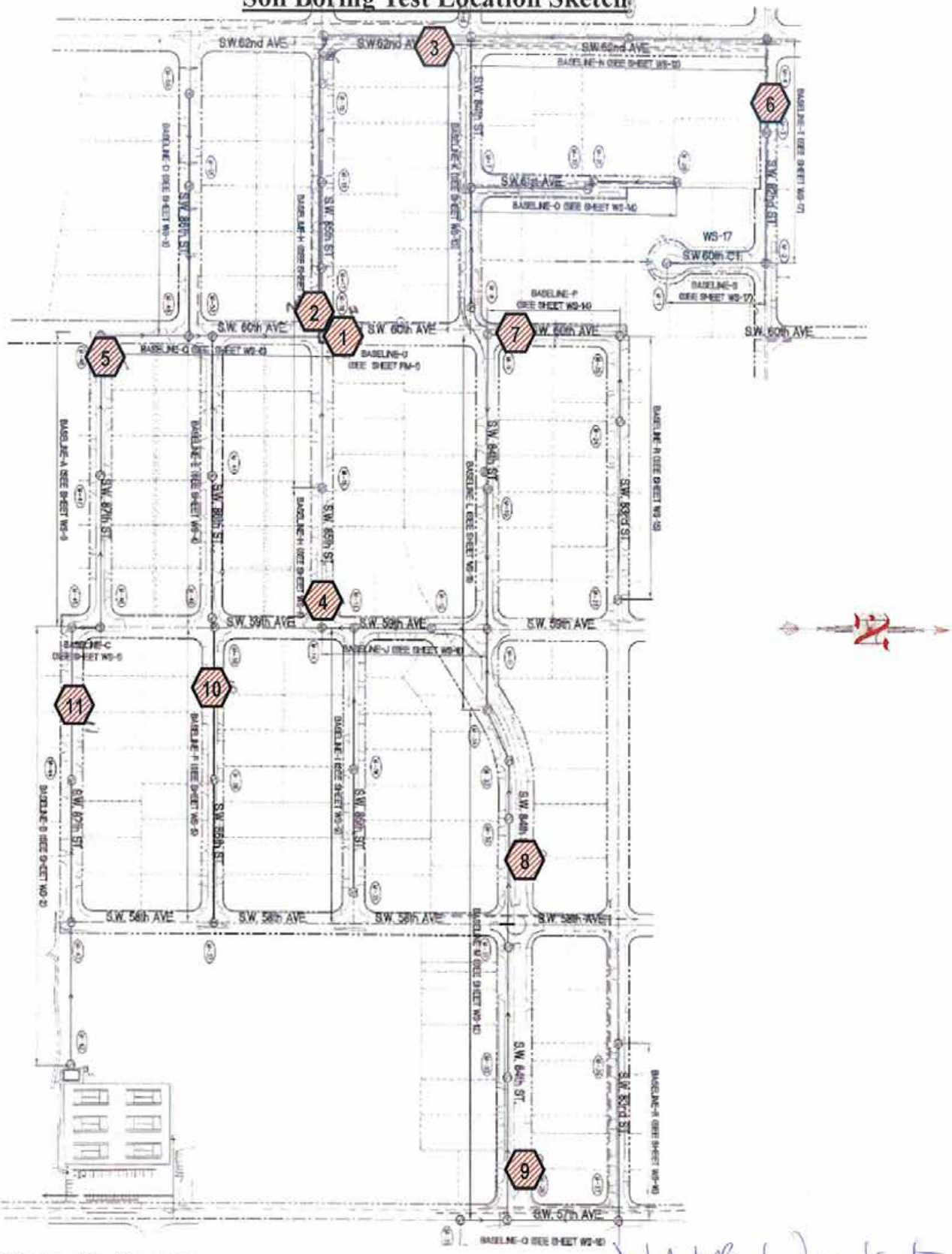


PROJECT LOCATION MAP

SOUTH MIAMI SANITARY SEWER IMPROVEMENTS
VICINITY OF SW 87th STREET & 60th AVENUE
SOUTH MIAMI, FLORIDA

NELCO
TESTING & ENGINEERING SERVICES, INC.

Soil Boring Test Location Sketch



Soil Boring Test Location

VMB Venkata 4/15/24

APPENDIX B

- Standard Penetration Test Boring Logs

NELCO
TESTING & ENGINEERING SERVICES, INC.

STANDARD PENETRATION TEST BORING LOG

Nelco Testing & Engineering Services, Inc.
13370 SW 131 Street, Suite 105
Miami, Florida 33186

Client: SRS Engineering, Inc.	**Date: March 22, 2018**
Project: South Miami Sanitary Sewer Improvements - Pump Station	**Job Number: B-1803167**
Project Location: Vicinity of SW 87 Street & 60 Avenue, South Miami, Florida	**Test Boring Number: 1**

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE Number	Blow Count 6"	Blow Count 6"	N-Value
0			Gravel with some sand	*Tan limestone gravel (with some tan sand)*	1	3	31	45
1			Sand with some gravel	*Tan (with some limestone gravel)*		14	14	
2			Silty sand	*Greyish brown*	2	8	7	11
3						4	4	
4					3	5	7	12
5	▼ March 22, 2018		Sandy limestone	*Tan, sandy, soft to medium dense*		5	14	
6					4	8	9	19
7						10	11	
8					5	9	7	17
9						10	13	
10								
11								
12								
13					6	3	3	7
14						4	3	
15								
16								
17								
18					7	4	5	12
19						7	5	
20								

Standard Penetration Test N-value Blows/ft: 10 30 50 70 90



Per ASTM - D 1586, Standard Penetration Test

Sheet 1 of 2

NELCO
TESTING & ENGINEERING SERVICES, INC.

STANDARD PENETRATION TEST BORING LOG

Nelco Testing & Engineering Services, Inc.
13370 SW 131 Street, Suite 105
Miami, Florida 33186

Client: SRS Engineering, Inc.	**Date: March 22, 2018**
Project: South Miami Sanitary Sewer Improvements - Pump Station	**Job Number: B-1803167**
Project Location: Vicinity of SW 87 Street & 60 Avenue, South Miami, Florida	**Test Boring Number: 1**

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE Number	Blow Count 6"	Blow Count 6"	N-Value	Standard Penetration Test N-value Blows/ft (10 30 50 70 90)
21			Sandy limestone - continued						
22									
23						8	10		
24					8			26	
25						16	18		
26									
27									
28						9	18		
29					9			40	
30						22	16		
31			End of Boring						
32									
33									
34									
35									
36									
37									
38									
39									
40									

Per ASTM - D 1586, Standard Penetration Test

Sheet 2 of 2

STANDARD PENETRATION TEST BORING LOG

Nelco Testing & Engineering Services, Inc.
13370 SW 131 Street, Suite 105
Miami, Florida 33186

Client: SRS Engineering, Inc.	**Date: March 23, 2018**
Project: South Miami Sanitary Sewer Improvements - 20' Boring	**Job Number: B-1803167**
Project Location: Vicinity of SW 87 Street & 60 Avenue, South Miami, Florida	**Test Boring Number: 2**

Depth	Strata Name	Description	SAMPLE Number	Blow Count 6"	Blow Count 6"	N-Value
0	Gravel with some sand	*Tan limestone gravel (with some tan sand)*	1	4	18	30
1	Silty sand	*Greyish brown*		12	3	
2			2	7	7	13
3				6	5	
4	Sandy limestone	*Tan, sandy, soft to medium dense*	3	7	7	9
5				2	5	
6			4	5	7	16
7				9	11	
8			5	9	7	18
9				11	14	
10			6	17	10	16
11				6	5	
12			7	6	8	19
13				11	6	
14			8	7	7	X
15	End of Boring					
16						
17						
18						
19						
20						

Water Level: March 23, 2018

Standard Penetration Test N-value Blows/ft: 10 30 50 70 90



Per ASTM - D 1586, Standard Penetration Test

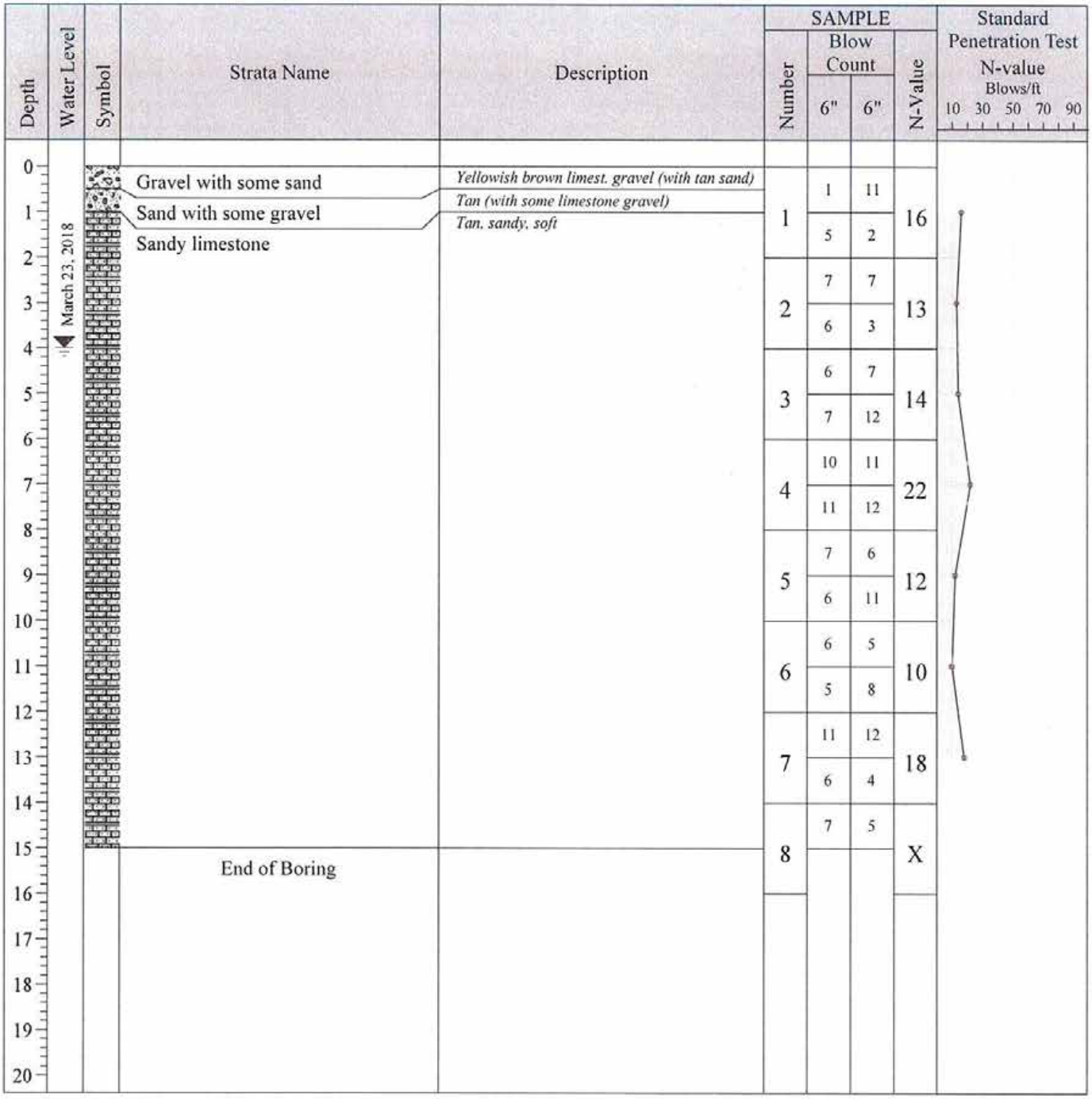
Sheet 1 of 1

NELCO
TESTING & ENGINEERING SERVICES, INC.

STANDARD PENETRATION TEST BORING LOG

Nelco Testing & Engineering Services, Inc.
13370 SW 131 Street, Suite 105
Miami, Florida 33186

Client: SRS Engineering, Inc.	**Date: March 23, 2018**
Project: South Miami Sanitary Sewer Improvements - 20' Boring	**Job Number: B-1803167**
Project Location: Vicinity of SW 87 Street & 60 Avenue, South Miami, Florida	**Test Boring Number: 3**



Per ASTM - D 1586, Standard Penetration Test

Sheet 1 of 1

NELCO
TESTING & ENGINEERING SERVICES, INC.

STANDARD PENETRATION TEST BORING LOG

Nelco Testing & Engineering Services, Inc.
13370 SW 131 Street, Suite 105
Miami, Florida 33186

Client: SRS Engineering, Inc.	**Date: March 23, 2018**
Project: South Miami Sanitary Sewer Improvements - 20' Boring	**Job Number: B-1803167**
Project Location: Vicinity of SW 87 Street & 60 Avenue, South Miami, Florida	**Test Boring Number: 4**

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE Number	Blow Count 6"	Blow Count 6"	N-Value
0								
1	March 23, 2018		Gravel with some sand	*Tan limestone gravel (with tan sand)*	1	7	14	41
			Sand with some gravel	*Tan (with some limestone gravel)*		27	13	
2			Sandy limestone	*Tan, sandy, soft*	2	15	19	35
3						16	14	
4					3	12	14	28
5						14	15	
6					4	9	10	20
7						10	6	
8					5	6	11	26
9						15	15	
10					6	12	10	18
11						8	6	
12					7	10	6	11
13						5	7	
14					8	7	6	X
15			End of Boring					
16								
17								
18								
19								
20								

Standard Penetration Test N-value Blows/ft: 10 30 50 70 90

Per ASTM - D 1586, Standard Penetration Test

Sheet 1 of 1

NELCO
TESTING & ENGINEERING SERVICES, INC.

STANDARD PENETRATION TEST BORING LOG

Nelco Testing & Engineering Services, Inc.
13370 SW 131 Street, Suite 105
Miami, Florida 33186

Client: SRS Engineering, Inc.	**Date: March 23, 2018**
Project: South Miami Sanitary Sewer Improvements - 20' Boring	**Job Number: B-1803167**
Project Location: Vicinity of SW 87 Street & 60 Avenue, South Miami, Florida	**Test Boring Number: 5**

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE Number	Blow Count 6"	Blow Count 6"	N-Value
0								
1	March 23, 2018		Gravel with some sand	*Tan limestone gravel (with some tan sand)*	1	8	16	30
			Silty sand	*Greyish brown*		14	12	
2					2	6	4	8
3						4	5	
4			Sandy limestone	*Tan, sandy, soft to medium dense*	3	4	3	6
5						3	4	
6					4	6	7	14
7						7	9	
8					5	8	12	30
9						16	22	
10					6	20	15	26
11						11	10	
12					7	18	11	14
13						3	3	
14					8	4	6	X
15			End of Boring					
16								
17								
18								
19								
20								

Standard Penetration Test N-value Blows/ft: 10 30 50 70 90



Per ASTM - D 1586, Standard Penetration Test

Sheet 1 of 1

STANDARD PENETRATION TEST BORING LOG

Nelco Testing & Engineering Services, Inc.
13370 SW 131 Street, Suite 105
Miami, Florida 33186

Client: SRS Engineering, Inc.	**Date: March 26, 2018**
Project: South Miami Sanitary Sewer Improvements - 10' Boring	**Job Number: B-1803167**
Project Location: Vicinity of SW 87 Street & 60 Avenue, South Miami, Florida	**Test Boring Number: 6**

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE Number	Blow Count 6"	Blow Count 6"	N-Value	Standard Penetration Test N-value Blows/ft 10 30 50 70 90
0									
1	March 26, 2018		Gravel with some sand	*Tan limestone gravel (with some tan sand)*	1	4	8	15	
2			Sandy limestone	*Tan, sandy, soft*		7	10		
3					2	9	10	22	
4						12	12		
5					3	7	7	12	
6						5	6		
7					4	8	7	14	
8						7	6		
9					5	6	7	15	
10			End of Boring			8	8		
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

Per ASTM - D 1586, Standard Penetration Test

Sheet 1 of 1

NELCO
TESTING & ENGINEERING SERVICES, INC.

STANDARD PENETRATION TEST BORING LOG

Nelco Testing & Engineering Services, Inc.
13370 SW 131 Street, Suite 105
Miami, Florida 33186

Client: SRS Engineering, Inc.	**Date: March 26, 2018**
Project: South Miami Sanitary Sewer Improvements - 10' Boring	**Job Number: B-1803167**
Project Location: Vicinity of SW 87 Street & 60 Avenue, South Miami, Florida	**Test Boring Number: 7**

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE Number	Blow Count 6"	Blow Count 6"	N-Value	Standard Penetration Test N-value Blows/ft 10 30 50 70 90
0									
1	▼ March 26, 2018		Gravel with some sand	*Tan limestone gravel (with some tan sand)*	1	5	19	33	
2			Sandy limestone	*Tan, sandy, soft*		14	16		
3					2	14	12	19	
4						7	6		
5					3	5	4	8	
6						4	7		
7					4	7	9	15	
8						6	5		
9					5	6	8	16	
10			End of Boring			8	7		
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

Per ASTM - D 1586, Standard Penetration Test

Sheet 1 of 1

STANDARD PENETRATION TEST BORING LOG

Nelco Testing & Engineering Services, Inc.
13370 SW 131 Street, Suite 105
Miami, Florida 33186

Client: SRS Engineering, Inc.	**Date: March 27, 2018**
Project: South Miami Sanitary Sewer Improvements - 10' Boring	**Job Number: B-1803167**
Project Location: Vicinity of SW 87 Street & 60 Avenue, South Miami, Florida	**Test Boring Number: 8**

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE Number	Blow Count 6"	Blow Count 6"	N-Value	Standard Penetration Test N-value Blows/ft (10 30 50 70 90)
0									
1	March 27, 2018		Gravel with some sand	*Tan limestone gravel (with some tan sand)*	1	4	6	12	
2			Sandy limestone	*Tan, sandy, soft to medium dense*		6	7		
3					2	12	14	28	
4						14	12		
5					3	12	11	21	
6						10	5		
7					4	5	7	14	
8						7	6		
9					5	6	5	10	
10			End of Boring			5	7		
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

Per ASTM - D 1586, Standard Penetration Test

Sheet 1 of 1

NELCO
TESTING & ENGINEERING SERVICES, INC.

STANDARD PENETRATION TEST BORING LOG

Nelco Testing & Engineering Services, Inc.
13370 SW 131 Street, Suite 105
Miami, Florida 33186

Client: SRS Engineering, Inc.	**Date: March 27, 2018**
Project: South Miami Sanitary Sewer Improvements - 10' Boring	**Job Number: B-1803167**
Project Location: Vicinity of SW 87 Street & 60 Avenue, South Miami, Florida	**Test Boring Number: 9**

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE Number	Blow Count 6"	Blow Count 6"	N-Value
0			Gravel with some sand	*Tan limestone gravel (with some tan sand)*	1	6	9	21
1			Sandy limestone	*Tan, sandy, soft to medium dense*		22	20	
2					2	29	18	45
3	▼ March 27, 2018					27	22	
4					3	16	12	24
5						12	15	
6					4	11	12	21
7						9	7	
8					5	7	7	15
9						8	10	
10			End of Boring					
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

Standard Penetration Test N-value Blows/ft: 10 30 50 70 90



Per ASTM - D 1586, Standard Penetration Test

Sheet 1 of 1

NELCO
TESTING & ENGINEERING SERVICES, INC.

STANDARD PENETRATION TEST BORING LOG

Nelco Testing & Engineering Services, Inc.
13370 SW 131 Street, Suite 105
Miami, Florida 33186

Client: SRS Engineering, Inc.	**Date: March 27, 2018**
Project: South Miami Sanitary Sewer Improvements - 10' Boring	**Job Number: B-1803167**
Project Location: Vicinity of SW 87 Street & 60 Avenue, South Miami, Florida	**Test Boring Number: 10**

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE Number	Blow Count 6"	Blow Count 6"	N-Value	Standard Penetration Test N-value Blows/ft (10 30 50 70 90)
0									
1			Gravel with some sand	*Tan limestone gravel (with some tan sand)*	1	6	24	40	
2	▼ March 27, 2018		Sandy limestone	*Tan, sandy, soft*		16	12		
3					2	6	5	12	
4						7	5		
5					3	5	4	8	
6						4	5		
7					4	5	5	7	
8						2	2		
9					5	3	5	10	
10			End of Boring			5	4		
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

Per ASTM - D 1586, Standard Penetration Test

Sheet 1 of 1

STANDARD PENETRATION TEST BORING LOG

Nelco Testing & Engineering Services, Inc.
13370 SW 131 Street, Suite 105
Miami, Florida 33186

Client: SRS Engineering, Inc.	**Date: March 27, 2018**
Project: South Miami Sanitary Sewer Improvements - 10' Boring	**Job Number: B-1803167**
Project Location: Vicinity of SW 87 Street & 60 Avenue, South Miami, Florida	**Test Boring Number: 11**

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE Number	Blow Count 6"	Blow Count 6"	N-Value
0								
1	March 27, 2018		Gravel with some sand	*Tan limestone gravel (with some tan sand)*	1	6	17	29
2			Sandy limestone	*Tan, sandy, soft*		12	15	
3					2	12	12	22
4						10	12	
5					3	6	9	23
6						16	15	
7					4	10	12	24
8						12	10	
9					5	9	9	14
10			End of Boring			7	11	
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

Standard Penetration Test N-value Blows/ft: 10 30 50 70 90

Per ASTM - D 1586, Standard Penetration Test

Sheet 1 of 1

EXHIBIT G

Florida Department of Environmental Protection Grant Agreement

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

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

1. Project Title (Project): **South Miami Septic to Sewer (Conversion Program) Project**
Agreement Number: **LPA0683**

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

Grantee Name: **City of South Miami** Entity Type: **Local Government**

Grantee Address: **6130 Sunset Drive Miami, Florida 33143** FEID: **59-6000431** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **September 30, 2025**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Lat/Long: (25.6922, -80.2911)**

Project Description: **The Grantee will construct a new public sanitary system, pump station, force main(s), gravity sewer main(s), and laterals along SW 85th Street, SW 60th Avenue, and SW 87th Street. The project will result in the completion of Phase I for the sanitary sewer improvements in Sub-Area K.**

5. Total Amount of Funding: **$ 1,800,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐ Federal	**LP, GAA LI 1705A, FY 23-24, GR**	$ **1,800,000.00**
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **1,800,000.00**

6. Department's Grant Manager

Name: **Michelle Ramirez** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000

Phone: **850-245-2818**

Email: **Michelle.Ramirez@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Aurelio Carmenates** or successor

Address: **6130 Sunset Drive**
Miami, Florida 33143

Phone: **305-403-2062**

Email: **acarmenates@southmiamifl.gov**

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

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
- ☐ Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of South Miami **GRANTEE**

By _____ 10/17/23
(Authorized Signature) Date Signed

Genaro Iglesias, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ Digitally signed by Angela Knecht
Date: 2023.10.31 20:38:11 -04'00'
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Michelle Ramirez

Digitally signed by Michelle Ramirez
Date: 2023.10.31 16:12:45 -04'00'

Michelle Ramirez, DEP Grant Manager

Mitch Holmes

Digitally signed by Mitch Holmes
Date: 2023.10.31 16:18:56 -04'00'

Mitch Holmes, DEP QC Reviewer

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

i. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

ii. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

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

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

i. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

ii. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

iii. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

iv. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

v. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

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

17. Force Majeure.

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

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

i. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

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

ii. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

iii. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

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

28. Record Keeping.

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

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

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

33. Guarantee of Parent Company.

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0683

ATTACHMENT 2

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

1. Scope of Work.
The Project funded under this Agreement is South Miami Septic to Sewer (Conversion Program) Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

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

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

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

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

8. Insurance Requirements

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

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

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

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

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

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

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

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and

return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: South Miami Septic to Sewer (Conversion Program) Project

PROJECT LOCATION: The Project will be located in the City of South Miami within Miami-Dade County; Lat/Long (25.6922, -80.2911). See Figure 1 for a location map.

PROJECT BACKGROUND: The Citywide Sanitary Sewer Master Plan, completed on November 7, 2016, aimed to address areas in the city without access to the Miami-Dade Waste and Sewer District (MDWASD) public sewer system. The areas without access have been divided into eleven (11) sub-areas labeled A-K, with sub-area K being the only one to have gone through the design phase. Sub-Area K serves 205 properties, does not require a system interconnection, and is considered an area threatened by sea level rise. The project also allows for future expansion of the sanitary system in the area.

PROJECT DESCRIPTION: The Grantee will construct a new public sanitary system, pump station, force main(s), gravity sewer main(s), and laterals along SW 85th Street, SW 60th Avenue, and SW 87th Street. The project will result in the completion of Phase I for the sanitary sewer improvements in Sub-Area K.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

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

Task 1: Construction

Deliverables: The Grantee will construct a public sanitary sewer system, pump station, force main(s), gravity sewer main(s), and laterals in accordance with the construction contract documents. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 3) a signed Engineer's Certification of Payment Request; 4) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

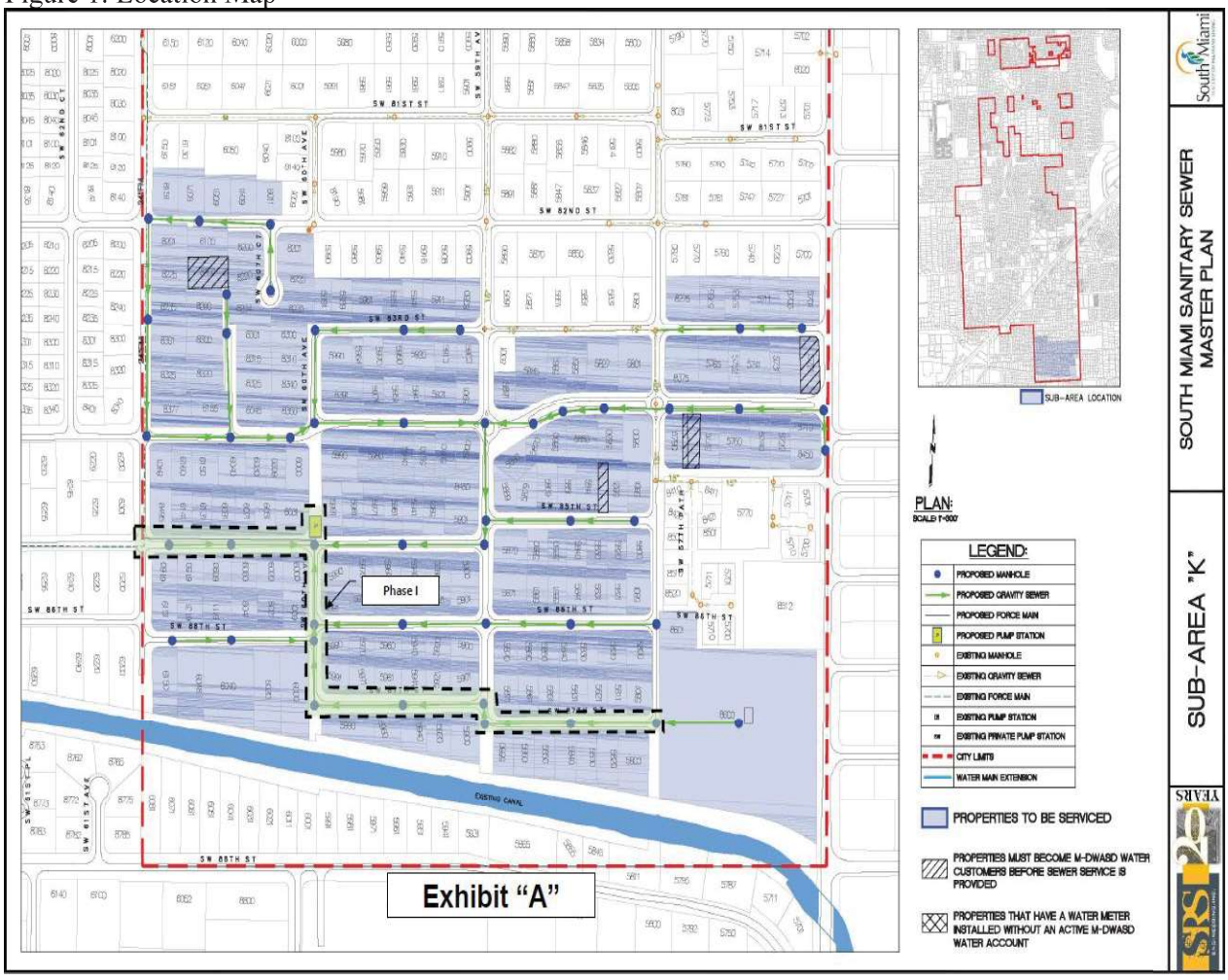
Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

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

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$1,800,000	07/01/2023	03/31/2025
		Total:	$1,800,000.00		

Figure 1: Location Map



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

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

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects	$1,800,000	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,800,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPA0683
Project Title:	South Miami Septic to Sewer (Conversion Program) Project
Grantee Name:	City of South Miami
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Construction

- **Progress for this reporting period**:

- **Identify delays or problems encountered**:

Completion Status for Tasks:
Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____
Signature of Grantee's Grant Manager (***Original Ink or Digital Timestamp***) Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

AMENDMENT NO. 1
TO AGREEMENT NO. LPA0683
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF SOUTH MIAMI

This Amendment to Agreement No. LPA0683 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of South Miami (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for South Miami Septic to Sewer (Conversion Program) (Project), effective October 31, 2023; and,

WHEREAS, the Grantee has requested a revision in the scope of work for the Project; and,

WHEREAS, the Grantee has requested to add a new task to the Grant Work Plan; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

2. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.

3. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF SOUTH MIAMI

By: _____
Authorized Signature

Genaro Iglesias, City Manager
Print Name and Title

Date: 8/27/24

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: 10/8/2024

Digitally signed by Michelle Ramirez
Date: 2024.10.08 13:53:02 -04'00'

Michelle Ramirez, DEP Grant Manager

Digitally signed by Mitch Holmes
Date: 2024.10.08 16:02:25 -04'00'

Mitch Holmes, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-1	Revised Grant Work Plan
Exhibit	A-1	Progress Report Form

ATTACHMENT 3-1
REVISED GRANT WORK PLAN

PROJECT TITLE: South Miami Septic to Sewer (Conversion Program) Project

PROJECT LOCATION: The Project will be located in the City of South Miami within Miami-Dade County; Lat/Long (25.6922, -80.2911). See Figure 1 for a location map.

PROJECT BACKGROUND: South Miami's (Grantee) Citywide Sanitary Sewer Master Plan, completed on November 7, 2016, aimed to address areas in the city without access to the Miami-Dade Waste and Sewer District (MDWASD) public sewer system. The areas without access have been divided into eleven (11) sub-areas labeled A-K, with sub-area K being the only one to have gone through the design phase. Sub-Area K serves 205 properties, does not require a system interconnection, and is considered an area threatened by sea level rise. The project also allows for future expansion of the sanitary system in the area.

PROJECT DESCRIPTION: The Grantee will construct a new public sanitary system, pump station, force main(s), gravity sewer main(s), and laterals along SW 85th Street, SW 60th Avenue, and SW 87th Street. The project will result in the completion of Phase I for the sanitary sewer improvements in Sub-Area K.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of Phase I for the sanitary sewer improvements in Sub-Area K and obtain all necessary permits for construction of the project. The Grantee will also prepare a land survey of Sub-Area K.

Documentation: The Grantee will submit: 1) a land survey; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a summary of activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

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

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

Task 2: Construction

Deliverables: The Grantee will construct a public sanitary sewer system, pump station, force main(s), gravity sewer main(s), and laterals in accordance with the construction contract documents. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 3) a signed

Engineer's Certification of Payment Request; 4) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

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

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

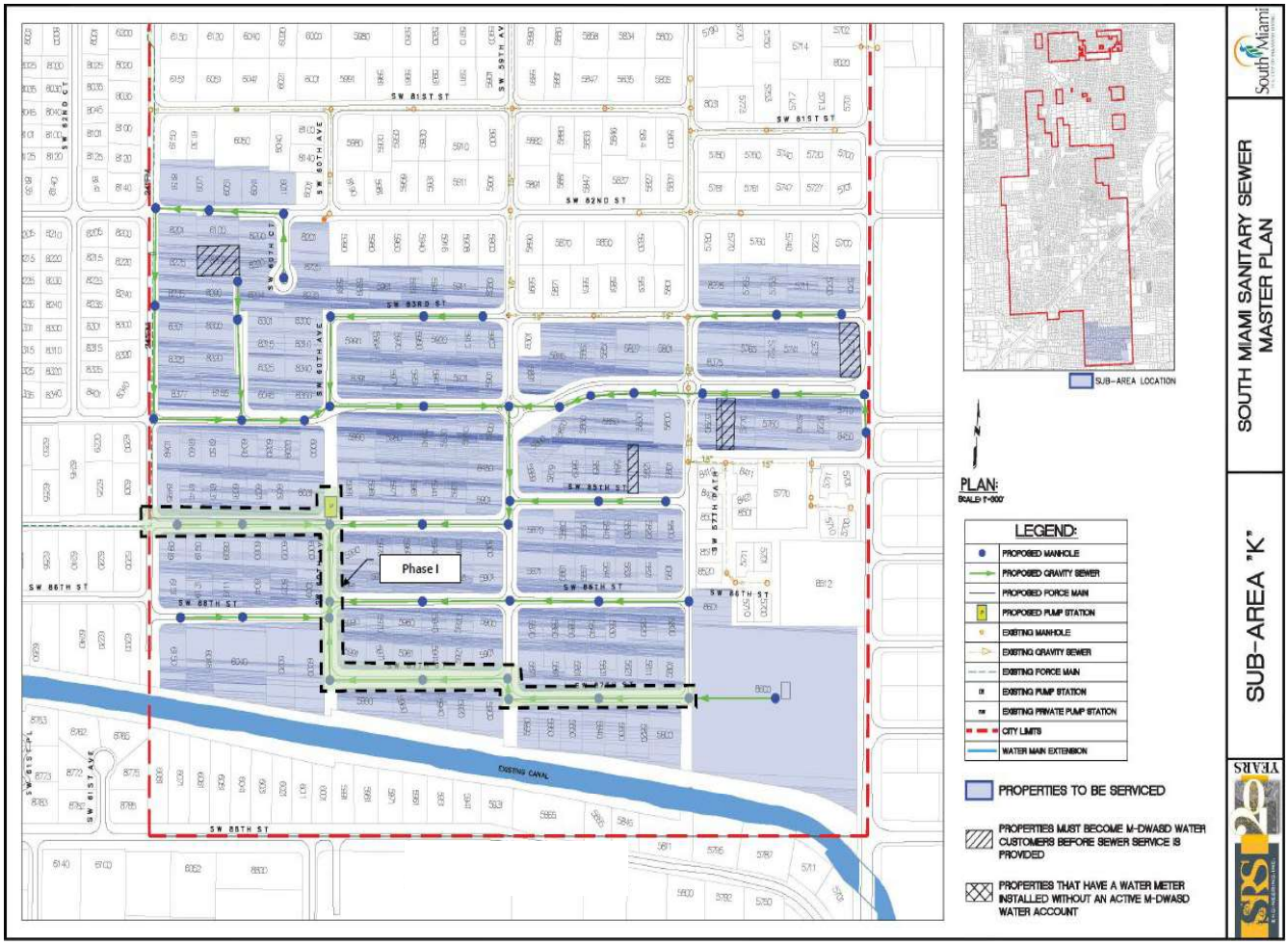
PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$292,500	07/01/2023	03/31/2025
		Miscellaneous/ Other Expenses	$7,500		
2	Construction	Contractual Services	$1,500,000	07/01/2023	03/31/2025
		Total:	$1,800,000		

Note that, per Section 8 of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

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Figure 1: Location Map



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A-1
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

AMENDMENT NO. 2
TO AGREEMENT NO. LPA0683
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF SOUTH MIAMI

This Amendment to Agreement No. LPA0683 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of South Miami (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for South Miami Septic to Sewer (Conversion Program) Project (Project), effective October 31, 2023; and,

WHEREAS, $900,000.00 in additional funding for this Project is provided under Line Item 1555 of the 2025-2026 General Appropriations Act; and the total funding for this Agreement is now $2,700,000.00; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1555 of the 2025-2026 General Appropriations Act begins on July 1, 2025; and,

WHEREAS, the Grantee has requested a revision in the scope of work and a budget reallocation for the Project; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to September 30, 2028. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	**Funding Source?**	**Award #s or Line Item Appropriations:**	**Amount per Source(s):**
$2,700,000.00	☑ State ☐ Federal	LP, GAA LI 1705A, FY 23-24, GR	$1,800,000.00
	☑ State ☐ Federal	LP, GAA LI 1555, FY 25-26, WPSPTF	$900,000.00
	☐ Grantee Match		
		Total Amount of Funding + Grantee Match, if any:	$2,700,000.00

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3. Section 4. of Attachment 2 is hereby revised to the following:

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

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☒	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

4. Attachment 3-3, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-4, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-4, Revised Grant Work Plan.

5. Attachment 5-1, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-2, Revised Special Audit Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-2, Revised Special Audit Requirements.

6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF SOUTH MIAMI

By: _____
Authorized Signature

Genaro Iglesias, City Manager
Print Name and Title

Date: 9/19/25

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____ Digitally signed by Angela Knecht Date: 2025.09.22 15:10:01 -04'00'
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: 9/22/25

Digitally signed by Michelle Ramirez Date: 2025.09.22 11:30:51 -04'00'
Michelle Ramirez, DEP Grant Manager

Kyleigh Revis Digitally signed by Kyleigh Revis Date: 2025.09.22 14:16:33 -04'00'
Kyleigh Revis, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-4	Revised Grant Work Plan
Attachment	5-2	Revised Special Audit Requirements

ATTACHMENT 3-4
REVISED GRANT WORK PLAN

PROJECT TITLE: South Miami Septic to Sewer (Conversion Program) Project

PROJECT LOCATION: The Project will be located in the City of South Miami within Miami-Dade County; Lat/Long (25.6922, -80.2911). See Figure 1 for a site plan.

PROJECT BACKGROUND: The City of South Miami (Grantee) Sanitary Sewer Master Plan was completed in November 2016 and aimed to address areas in the city without access to the Miami-Dade Waste and Sewer District (MDWASD) public sewer system. The areas without access have been divided into eleven (11) sub-areas labeled A-K, with sub-area K being the only one to have gone through the design phase. Sub-Area K serves 205 properties, does not require a system interconnection, and is considered an area threatened by sea level rise. The project also allows for future expansion of the sanitary system in the area.

PROJECT DESCRIPTION: The Grantee will design, obtain all necessary permits, and construct a new sanitary sewer collection system to serve approximately 205 properties within Sub-Area K, consistent with the objectives of the Grantee's 2016 Sanitary Sewer Master Plan. The Project includes construction of sanitary sewer pump station(s), force mains, gravity sewer mains, manholes, sewer laterals, and electrical connections associated with the sanitary sewer pump station(s). Construction will be individually bid and awarded by phase.

Below is a list of the two project phases and the approximate number of properties within the targeted locations for Sub-Area K. Phase 2 is divided into five distinct areas (Areas 1 through 5), which along with Phase 1 constitute the South Miami Septic to Sewer (Conversion Program) Project:

1. Sub-Area K Phase 1 (46 properties):
   - Along SW 87th Street, between SW 85th Avenue and SW 60th Avenue.
   - Along SW 60th Avenue, between SW 87th Street and SW 85th Street.
   - Along SW 85th Street, between SW 60th Avenue and SW 62nd Avenue.

2. Sub-Area K Phase 2 (159 properties):
   - Area 1: Along SW 86th Street, between SW 60th Avenue and SW 62nd Avenue.
   - Area 2: Along SW 86th Street, between SW 58th Avenue and SW 59th Avenue.
   - Area 3: Along SW 86th Street, between SW 59th Avenue and SW 60th Avenue.
   - Area 4: Along SW 85th Street, between SW 59th Avenue and SW 60th Avenue.
   - Area 5: Along SW 85th Street, between SW 58th Avenue and SW 59th Avenue.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of Sub-Area K Phase I and Phase II for the South Miami Septic to Sewer (Conversion Program) Project and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, environmental assessments, wastewater plan reviews, and electrical design associated with the sanitary sewer pump station(s) are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

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

Task 2: Construction

Deliverables: The Grantee will construct Sub-Area K Phase I and Phase II for the South Miami Septic to Sewer (Conversion Program) Project in accordance with the final design. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit: a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager.

For the final documentation, the Grantee will also submit an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

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

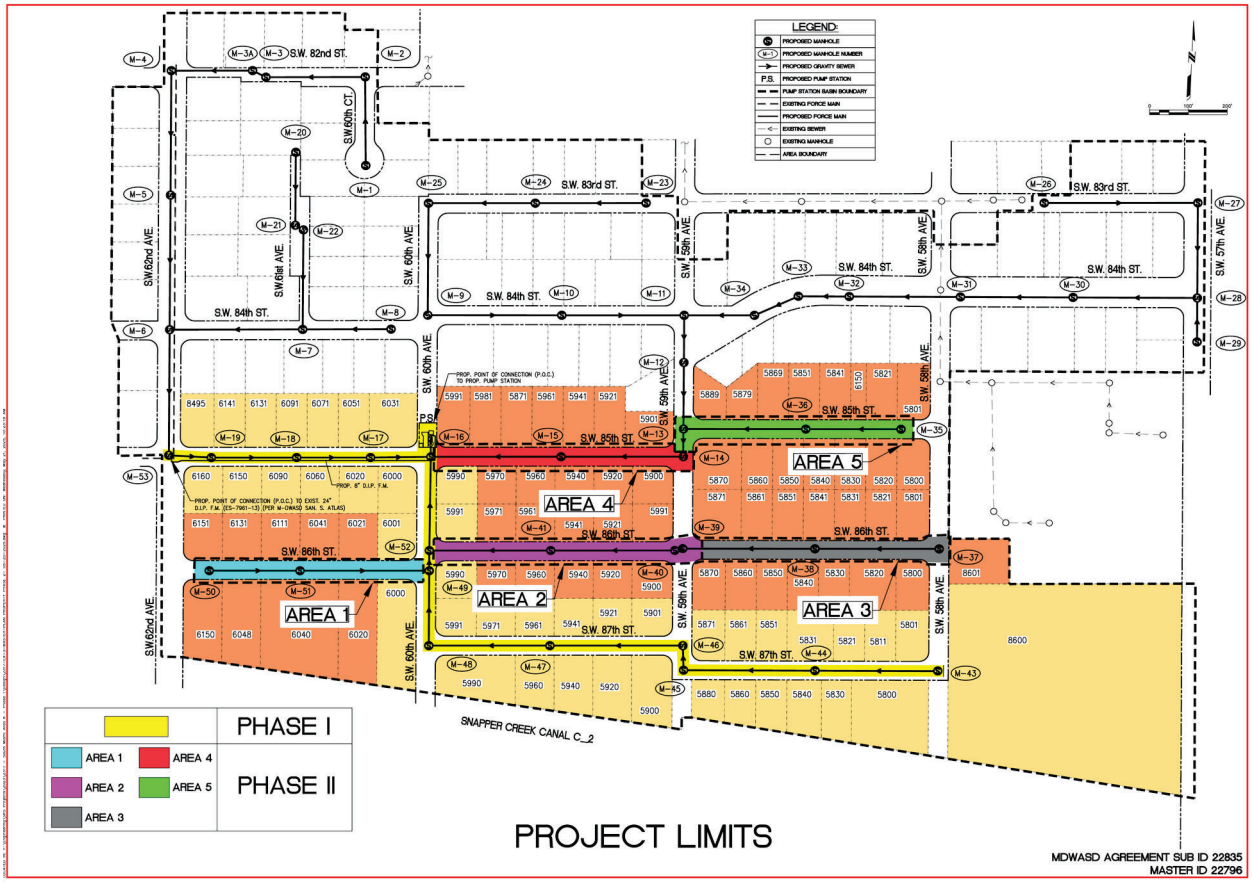
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PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$3,155.52	07/01/2023	03/31/2028
		Miscellaneous/ Other Expenses	$36,844.48		
2	Construction	Contractual Services	$2,435,000.00	07/01/2023	03/31/2028
		Miscellaneous/ Other Expenses	$225,000.00		
		Total:	$2,700,000.00		

Note that, per Section 8 of Attachment 1 of the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

FIGURE 1 SITE PLAN:



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

Attachment 5-2

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects – GAA LI 1705A	$1,800,000.00	140047
Amendment 2	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – GAA LI 1555	$900,000.00	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$2,700,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

END OF DOCUMENT