

#### CITY OF NORTH MIAMI BEACH

City Hall, Commission Chambers, 2nd Floor 17011 NE 19th Avenue North Miami Beach, FL 33162 Tuesday, March 18, 2025 6:00 PM

Mayor Michael Joseph Vice Mayor Lynn Su Commissioner Jay R. Chernoff Commissioner McKenzie Fleurimond Commissioner Daniela Jean Commissioner Phyllis S. Smith Commissioner Fortuna Smukler City Manager Mario A. Diaz

City Attorneys Greenspoon Marder LLP

City Clerk Andrise Bernard, MMC

#### Notice to All Lobbyists

Any person who receives compensation, remuneration or expenses for conducting lobbying activities is required to register as a Lobbyist with the City Clerk prior to engaging in lobbying activities before City Boards, Committees, or the City Commission.

#### **City Commission Meeting Agenda**

- 1. ROLL CALL OF CITY OFFICIALS
- 2. INVOCATION
- 3. PLEDGE OF ALLEGIANCE
- 4. REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO THE AGENDA
- 5. PRESENTATIONS / DISCUSSIONS
  - 5.1. Tomas Regalado, Property Appraiser Of Miami Dade County (Commissioner Fortuna Smukler)
  - 5.2. Parking Services for the City of North Miami Beach (Victor Rosario, Miami Parking Authority Senior Operations Manager)
  - 5.3. Strategic Plan (Dr. Howard Frank, FIU Jorge M. Perez Metropolitan Center)
  - 5.4. Economic Development Strategic Plan (Dr. Ned Murray, FIU Jorge

#### M. Perez Metropolitan Center)

#### 6. PUBLIC COMMENT

#### To All Citizens Appearing Under Public Comment

The Commission has a rule which does not allow discussion on any matter which is brought up under Public Comment. We are, however, very happy to listen to you. The reason for this is that the Commission must have Staff input and prior knowledge as to the facts and figures, so that they can intelligently discuss a matter. The Commission may wish to ask questions regarding this matter, but will not be required to do so. At the next or subsequent Commission meeting you may have one of the Commissioners introduce your matter as his or her recommendation. We wish to thank you for taking the time to bring this matter to our attention. Under no circumstances will personal attacks, either from the public or from the dais, be tolerated.

#### **Speaking Before the City Commission**

There is a three (3) minute time limit for each speaker during public comment and a three (3) minute time limit for each speaker during all public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If you have a matter you would like to discuss which requires more than three (3) minutes, please feel free to arrange a meeting with the appropriate administrative or elected official. In the Commission Chambers, citizen participants are asked to come forward to the podium, give your name and address, and the name and address of the organization you are representing, if any. If you are speaking on a public hearing item, please speak only on the subject for discussion. Thank you very much, in advance, for your cooperation.

#### Pledge of Civility

A resolution was adopted by the Mayor and City Commission of the City of North Miami Beach recognizing the importance of civility, decency, and respectful behavior in promoting citizen participation in a democratic government. The City of North Miami Beach calls upon all residents, employees, and elected officials to exercise civility toward each other. (Resolution Nos. R2007-57, 11/06/07 and R2011-22, 4/26/11)

#### **Unattended Personal Items Notice**

Please be advised that personal belongings and electronic devices cannot be left unattended. All unattended personal belongings and electronic devices will be confiscated.

- 7. ANNOUNCEMENTS
- 8. CITY COMMISSION REPORTS
- 9. CONSENT AGENDA

- 9.1. Commission Conference Minutes of February 18, 2025 (Andrise Bernard, MMC, City Clerk)
- 9.2. Regular City Commission Meeting Minutes of February 18, 2025 (Andrise Bernard, MMC, City Clerk)
- 9.3. Resolution No. R2025-33 Approving an Agreement with Multiple Vendors for the Purchase of Police Uniforms and Accessories (Shereece George-Depusoir, Chief Procurement Officer) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK CONTRACT BETWEEN THE CITY & MULTIPLE VENDORS FOR POLICE UNIFORMS & ACCESSORIES: FOR AN ESTIMATED ANNUAL BUDGETED AMOUNT NOT TO EXCEED \$60,000; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO **RESOLUTION**; **EFFECTUATE** THIS **PROVIDING FOR** CONFLICTS: **PROVIDING SCRIVENER ERRORS**: PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
- 9.4. Resolution No. R2025-34 Approving an Agreement with CAP Government, Inc. for Plans Review, Inspection & Professional Services (Danny Ozuna, Building Official)

  A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PIGGYBACK CONTRACT BETWEEN THE CITY AND C.A.P. GOVERNMENT, INC. FOR PLANS REVIEW, INSPECTION & PROFESSIONAL SERVICES; IN AN ESTIMATED ANNUAL BUDGETED AMOUNT NOT TO EXCEED \$60,000; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.
- 9.5. Resolution No. R2025-35 Approving Task Order for The Corradino Group for Professional Engineering Services (Zafar Ahmed, Community Development Director)

  A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE MAYOR COMMISSION OF THE COMMISSION OF TH
  - A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A TASK ORDER FOR PROFESSIONAL ENGINEERING SERVICES FOR THE NORTHEAST CORRIDOR STATION AREA MASTER PLAN DEVELOPMENT IN AN AMOUNT NOT TO EXCEED \$145,000.00, WITH THE CORRADINO GROUP UNDER THE "CONTINUING SERVICES AGREEMENT" FOR PROFESSIONAL

CONSULTING SERVICES; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN

9.6. Resolution No. R2025-36 Approval to Apply for the Florida Inland Navigation District (FIND) Grant for the Purchase of a New Marine Patrol Vessel for the NMB Police Department (Juan Pinillos, Chief of Police)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM TO ACQUIRE A MARINE PATROL VESSEL; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.7. Resolution No. R2025-37 Authorizing the City Manager to Sign Milton Littman Park 4(f) De Minimis Finding Letter for the Department of Transportation (Zafar Ahmed, Community Development Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, FOR AUTHORIZING THE CITY MANAGER TO SIGN THE MILTON LITTMAN PARK 4(f) DE MINIMIS FINDING FOR FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PROJECT DEVELOPMENT AND ENVIRONMENTAL (PD&E) STUDY FOR THE I-95 CORRIDOR FROM SOUTH OF SR 860 / MIAMI GARDENS DRIVE TO NORTH OF THE BROWARD COUNTY LINE FINANCIAL PROJECT ID 414964-1-22-01, PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

#### 10. QUASI-JUDICIAL LEGISLATION - None

#### 11. LEGISLATION

11.1.Ordinance No. 2025-01 (First Reading) Amending Section 9-35
Entitled "Camping Prohibited" (Juan Pinillos, Chief of Police)
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF
THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING
THE CITY OF NORTH MIAMI BEACH CODE BY AMENDING
CHAPTER IX, ENTITLED "OFFENSES AND MISCELLANEOUS
PROVISIONS," BY AMENDING SECTION 9-35 ENTITLED
"CAMPING PROHIBITED"; TO PROVIDE A UNIFORM

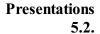
PROCEDURE FOR IDENTIFYING CAMPING AND POLICE DEPARTMENT ENFORCEMENT OF THE CAMPING PROHIBITION; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVERNER'S ERROR, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- 11.2.Resolution No. R2025-38 Approving a Change Order with Lhoist North American of Alabama, Inc for the Furnish, Deliver and Discharge of Quicklime (Hamid Nikvan, NMB Water Director) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH LHOIST NORTH AMERICA OF ALABAMA. INC. INCREASING THE CONTRACT BY AN AMOUNT NOT TO EXCEED \$297,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION: PROVIDING FOR CONFLICTS: PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; TO THE BUDGET APPROPRIATION AVAILABILITY OF FUNDS: AND PROVIDING FOR AN EFFECTIVE DATE.
- 11.3.Resolution No. R2025-39 Approving Award of ITB-24-039-SG Raw Water Transmission Mains & Wells (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE AWARD INVITATION TO BID NO. ITB-24-039-SG - RAW WATER TRANSMISSION MAINS AND WELLS TO SOUTHERN UNDERGROUND INDUSTRIE, INC. IN A TOTAL NOT TO **EXCEED AMOUNT OF \$5,287,717; AUTHORIZING THE CITY** MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS **RESOLUTION:** AND SUBJECT TO THE APPROPRIATION AND AVAILABILITY OF FUNDS: AND PROVIDING FOR AN EFFECTIVE DATE.

- 12. BUSINESS TAX RECEIPTS None
- 13. APPOINTMENTS None
- 14. MISCELLANEOUS ITEMS None
- 15. DISCUSSION ITEMS

- 15.1.FIFA World Cup 2026 (Vice Mayor Lynn Su)
- 15.2.Centennial Task Force Process and Board Appointments (Mario Diaz, City Manager)
- 15.3.Energy and Sustainability (Vice Mayor Lynn Su)
- **15.4.Trolley (Commissioner Phyllis Smith)**
- 15.5.Tents/Tables Fees for City Events (Commissioner Fortuna Smukler)
- 16. CITY MANAGER'S REPORT
  - 16.1.NMB Water Updates & Highlights (February 2025)
  - 16.2.Miami Gardens v. North Miami Beach Weekly Settlement Claims Administration Progress Update (February 2025)
  - 16.3.NMBPD Monthly Report (February 2025)
  - 16.4. Washington Park Update
  - 16.5.Capital Improvement Program (CIP) Portfolio Dashboard
  - 16.6. Grants Policy and Updates
- 17. CITY ATTORNEY'S REPORT- None
- 18. CITY COMMISSION REPORTS
- 19. MAYOR'S DISCUSSION
- 20. NEXT REGULAR CITY COMMISSION MEETING
  Tuesday, April 15, 2025
- 21. ADJOURNMENT





City of North Miami Beach 17011 NE 19 Avenue North Miami Beach, Fl 33162 305-947-7581 www.citynmb.com

#### **MEMORANDUM**

TA	10.0
171.	Mover and City Commission
TO:	Mayor and City Commission

FROM:

VIA:

**DATE:** March 18, 2025

**RE:** Parking Services for the City of North Miami Beach (Victor Rosario, Miami Parking Authority Senior Operations Manager)

Description
BACKGROUND
ANALYSIS:

#### **RECOMMENDATION:**

FISCAL/ BUDGETARY IMPACT:

#### ATTACHMENTS:

#### Description

- ☐ Miami Parking Authority Presentation
- ☐ Miami Parking Authority Proposal





# PARKING OPERATIONS

### **WHO WE ARE**





#### **MISSION**

We will meet our community's parking needs by working in partnership with, and being responsible to, our internal and external customers by continuously and measurably improving performance and striving for excellence in all aspects of our business.



#### **VISION**

The Miami Parking Authority will be the central resource for planning, financing, development and management of parking in South Florida while demonstrating our commitment to strong ethical standards as well as contributing to the betterment of our community.

#### WHAT WE DO

MPA manages and develops on-street and off-street parking assets in the city of Miami. It shares responsibility with the city of Miami Police Department and Miami-Dade County for enforcement of parking regulations. MPA is a self-sustained agency managed by parking industry professionals and financed by parking revenues.

MPA manages approximately 47,000 spaces:

2 Municipalities

14 Garages

68 Surface Lots

8 Miami-Dade County Parks

6 Marinas

2 City boat ramps

13,000 on-street spaces

# **QUALIFICATIONS & EXPERIENCE**

The MPA team is superbly qualified to support the City of North Miami Beach in the rollout of its parking-management program. The team has cohesively and successfully launched the following parking programs:



COUNTY
PARKS & MARINAS



CITY OF MIAMI & WYNWOOD



**MIAMI MARLINS** 



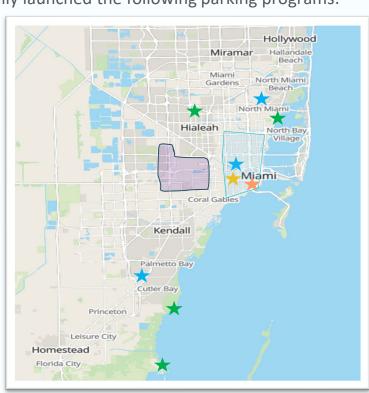
JACKSON MEMORIAL HOSPITAL



**CITY OF DORAL** 



**MIAMI DADE COLLEGE** 



### **MAKING AN IMPACT**





Enhanced User Experience



Upgraded Security with Technology



Ease Traffic In The Community



Improved Curb Appeal



Statistics & Reporting



Loading Zone Management

# Parking Enforcement Functions



**Ambassador** 



**Enforcement** 



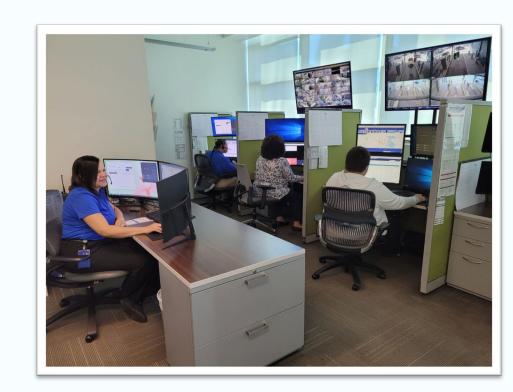
**Security** 

# **License Plate Recognition (LPR)**



### **COMMAND CENTER**

- 24/7 Monitoring and Customer Assistance
- Handle residential and commercial concerns related to parking
- Manage E-permit programs including residential
- Dispatch parking enforcement
- Central communication hub between all departments



# **OTHER SERVICES**



Freebee



Maintenance & Porter



**Event Parking** 

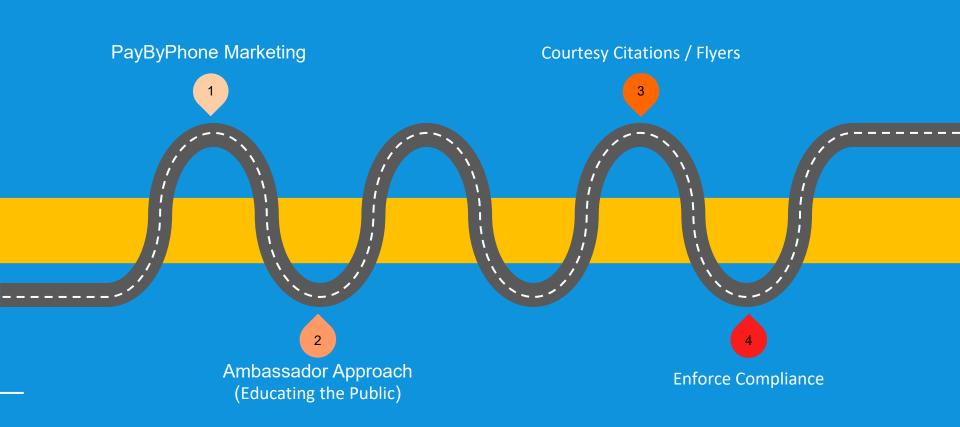


Mystery Shopper Program



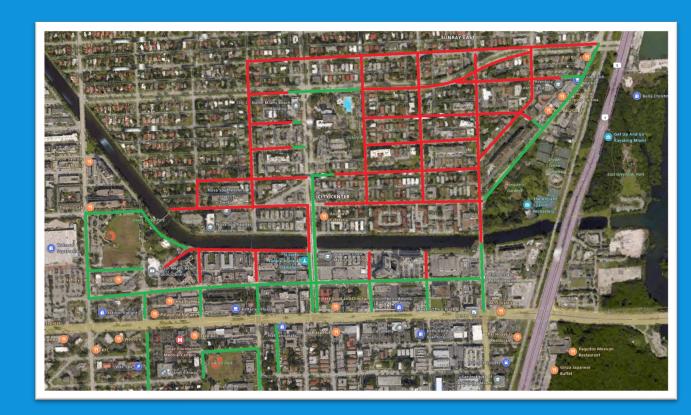
# HOW-WE CAN HELP

# **PHASE IN PLAN**



# **PHASE 1 & 2**

- Phase 1 On Street
- Phase 2 Residential



# **ENFORCEMENT SCHEDULE**

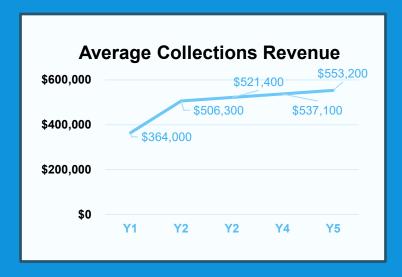
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Officer 1	8 HR	8 HR	8 HR	8 HR	8 HR			
Officer 2			8 HR	8 HR	8 HR	8 HR	8 HR	
Officer 3	8 HR	8 HR				8 HR	8 HR	





# **PARKING REVENUE FORECAST**

	Y1	Y2	Y3	Y4	Y5
Commercial On-Street (Mon -Fri)	\$312,000	\$321,400	\$331,000	\$340,900	\$351,100
Commercial On-Street (Sat - Sun)	\$52,000	\$53,600	\$55,200	\$56,900	\$58,600
Residential Areas	-	\$131,300	\$135,200	\$139,300	\$143,500
Average Collections Total	\$364,000	\$506,300	\$521,400	\$537,100	\$553,200



## **START UP COST**

Signs PayByPhone and Restricted: \$9,000

#### **Annual Recurring Expenses**

Labor: ~\$155,288

Miscellaneous Expenses: \$30,600

Credit card fee: 9% of gross collections

Management Fee: 20% Net Revenue





# COMMUNICATION, PUBLIC ENGAGEMENT & MARKETING

The MPA communication team, working in tandem with the North Miami Beach administration, will recommend an integrated, seamless approach to launch the North Miami parking-management program using the following tactics:



#### **Grassroots engagement:**

Communicate with stakeholders prior to the rollout of the program.

#### Media outreach and social media:

Support the North Miami Beach administration with a suite of print and digital media materials to help distill messages and dispel misconceptions.

#### **Marketing and promotion:**

Support key events that are aligned with parking operations.

#### **Crisis/reputation management:**

Assist the North Miami Beach administration if an unforeseen event arises that is directly related to parking operations.

# **OPPORTUNITIES, BENEFITS & EVENTS**





- Community events
- Help customers sign up to payment apps and answer questions
- Raffles and giveaways

- Further unifies parking experience for North Miami Beach residents
- LPR technology provides compliance and occupancy data
- Demand Pricing (Peak times, Holidays, etc.)
- Ambassador
- Security through patrolling



# THANK YOU







# **PARKING SERVICES**

#### FOR THE CITY OF NORTH MIAMI BEACH

Angel Diaz, Dir. of Operations Miami Parking Authority 40 NW 3rd Street, Suite 1103, Miami, FL 33128

Email: adiaz@miamiparking.com Phone: (305) 373-6789 ext. 267

### **TABLE OF CONTENTS**

EXECUTIVE SUMMARY	3
MEET THE TEAM	4
LEGALITY TO ENFORCE	7
MPA-OWNED/OPERATED FACILITIES	8
MARKETING COMMUNICATION	10
CRISIS MANAGEMENT	10
OUR APPROACH	
E-COMMERCE	12
PRO FORMA	13
TERMS AND PHASE IN PLAN	14
CLOSING	17

#### **EXECUTIVE SUMMARY**

Miami Parking Authority (MPA) is a quasi-governmental organization responsible for managing and overseeing parking services within the city of Miami (Expand to Florida), Florida. Established in 1955 and incorporated into the City of Miami's Charter in 1968, MPA plays a crucial role in maintaining orderly and efficient parking operations while generating revenue for the city. This executive summary provides an overview of MPA's key functions and recent initiatives.

#### **Key Functions:**

Parking Facility Management: MPA operates, maintains, and administers various parking facilities, including garages, surface lots, and on-street parking spaces, to ensure accessibility and convenience for residents, businesses, and visitors.

Transportation Solutions: The authority collaborates with other city and county departments and organizations to develop and implement transportation solutions promoting sustainable mobility, such as bike-sharing programs and electric vehicle charging infrastructure.

Miami Parking Authority is a leading provider of parking excellence to cities and businesses in South Florida. With a team of experts boasting extensive experience in the field, we are well-placed to help our clients grow and thrive - even in challenging times. By getting to know our customers, our talented team can offer unique and customized solutions backed by data-driven analysis and broad research.

We believe in building long-lasting client partnerships that help us grow as an organization. Read on to learn more about how our tailor-made parking solutions can help your community flourish.

Current partners of the Miami Parking Authority include:

- City of Miami
- City of Doral
- Miami-Dade County Parks and Marinas
- Florida Department of Transportation
- Miami-Dade College
- Jackson Memorial Hospital
- Miami Marlins

#### MEET THE TEAM

#### Alejandra Argudin, Chief Executive Officer



Alejandra "Alex" Argudin was appointed Chief Executive Officer (CEO) of the Miami Parking Authority (MPA) on March 4, 2020. The first woman to occupy the role, Argudin, has been with the authority for 17 years. As CEO, Alex leads the strategic plan that charts a path forward for the organization and evaluates the success of the MPA in reaching its goals by seeking opportunities to foster economic development, growth, and prosperity for the residents of Miami-Dade County.

She serves as a Chair-Elect of the Executive Committee of the International Parking and Mobility Institute. Additionally, she is chairperson of The WOW Center and Vice-Chair of the Greater Miami Chamber of Commerce's Transportation Committee. Alex is also the Vice-Chair of the Board of Directors of the Coconut Grove BID and a board member of the Affordable Homeownership Task Force for the city of Miami.

She is a graduate of Florida International University with a Master's degree in Business Administration. Alex holds the Certified Administrator of Public Parking designation and is a U.S. Green Building Council, Leadership in Energy & Environmental Design Accredited Professional (LEED AP).

#### Scott Simpson, Chief Financial Officer



Mr. Simpson joined MPA in February 2006. He was previously Director of Finance for the City of Miami. He joined the City in October 1998 as Assistant Finance Director. Before that, he served as Chief Accountant for the city of Winter Park, Florida. He also worked as an accounting manager and controller in private industry for a number of years. Mr. Simpson graduated from North Carolina State University with a B.A. in Accounting. He is licensed as a CPA in the state of North Carolina and is a member of the American and Florida Institutes of Certified Public Accountants and the Government Finance Officers' Association of the United States and Canada.

#### Pablo Velez, Esq, Senior Executive Advisor



On August 26, 2024, Mr. Velez joined the Miami Parking Authority (MPA) as the Senior Executive Advisor to the Chief Executive Officer ("CEO"). For the ten (10) years before joining MPA, commencing July 14, 2014, Mr. Velez was with the City of Miami Office of the City Attorney, where he served as a Senior Assistant City Attorney, was assigned to the Real Estate and Transactions Division, addressed the City's day-to-day procurement related transactions, and handled a wide array of other such matters, inclusive of construction, real estate, and legislative related items.

During his tenure with the City Attorney's Office, Mr. Velez also assisted with numerous City board and committee assignments, including the Mayor's International Council, the Miami Sports & Entertainment Council, the Liberty City Revitalization Trust, the Little

Haiti Revitalization Trust, the Stars of Calle Ocho Board, the Miami Art & Entertainment Council, the Art in Public Places Board, the LGBTQ Board, and MPA.

Preceding this period with the City, Mr. Velez worked in private practice as a Corporate and Business Attorney for Spiegel & Utrera, P.A. and, after that, as Assistant General Counsel for Prestige Builders Group, where he handled corporate, business, real estate, and condominium law related matters. Mr. Velez received a Bachelor of Arts in International Relations in 1994 and a Bachelor of Arts in Economics in 1995 from Florida International University. He received his Juris Doctorate in 1998 from the University of Florida College of Law and has been Florida Bar licensed to practice law since 2000.

#### Henry Espinosa, Director of Information Technology



Mr. Espinosa provides leadership for the continued development of secure, technology-driven transformations in the organization.

- The primary responsibilities include:

   Governance and policy
- Resource allocation
- Process automation and innovation

Prior to joining Miami Parking Authority, he served as the Director of Information Technology for the city of Pembroke Pines Charter School District and acted as a technology consultant for a variety of companies like CompUSA and Burger King Corporation. He is a PCI-DSS Certified Internal Security Assessor with a strong focus on data security. He is a graduate of the University of Florida.

#### **Angel Diaz, Director of Operations**



Mr. Diaz started his career in parking for Miami Parking Authority as a frontline employee in 1993. He worked as a meter collector, facility supervisor, and operations manager. Throughout the years, he has managed the parking contract for the cities of Richmond, Virginia, and Santa Monica, California. In Richmond, he oversaw 80 employees and was responsible for 8,000 parking spaces with an \$18 million budget. During his tenure in Santa Monica, Mr. Diaz was responsible for 15,000 parking spaces, a staff of 75 employees, and an operating budget of \$60 million.

Mr. Diaz has 30 years of experience managing municipal parking and is certified through the International Parking Institute and The University of Virginia as a Certified Administrator of Public Parking (CAPP). He currently oversees the entire Miami Parking

#### Wilfred Soto, Sr. Manager of Operations (On-Street)



Mr. Soto has been in the parking industry for over 25 years. Starting in 1993, he worked his way up from a meter collector to a meter technician and eventually became a meter shop supervisor. During his first tenure, he managed both on-street and off-street parking operations.

Mr. Soto is currently responsible for managing Marlins Parking operations, PayByPhone services for Miami-Dade County parks and marinas, and Doral PayByPhone services. He also oversees the on-street parking operations throughout Miami, managing over 30,000 parking spaces and a budget of over 45 million dollars. This extensive experience and responsibility indicate his expertise and leadership in parking management.

#### Victor Rosario, Sr. Manager of Operations (Off-Street)



Miami Parking Authority's Senior Manager of Operations with over 20 years in the parking industry. Currently Mr. Rosario oversees the Off-Street Department (parking garages and surface lots) and the Command Center. Victor is responsible for managing over 20,000 spaces and an operating budget of over 25 million dollars, which includes the Public Health Trust and city of Miami facilities. He also works and assists with any new business development projects.

Prior to joining MPA in 2010, Victor served as a Project Manager and Analyst of The Parking Network. Part of his duties included conducting audits and analyzing data as part of the parking surcharge program from the city of Miami.

#### **Humberto Escandon, Sr. Manager of Operations (Enforcement)**



Mr. Humberto Escandon is a Senior Manager of Operations with over 32 years of experience in parking. Mr. Escandon is responsible for enforcing all parking regulations within the municipality of Miami, the city of Doral, and Miami-Dade County Parks. He oversees a staff of 75 employees and is responsible for special events, valet parking operations, construction permit application approval, and verification of zoning parking requirements. Mr. Escandon develops revenue enhancement strategies by promoting parking compliance.

Prior to joining MPA, Mr. Escandon supervised the enforcement department for the city of Miami Beach.

#### George Mclean, Sr. Business Analyst



Mr. George Mclean is the Senior Business Analyst of the Miami Parking Authority. Mr. Mclean is a cross-functional leader who heads the development and implementation of enterprise-level solutions for the Authority. In addition, he simultaneously manages the day-to-day operations of the Authority's customer service and marketing departments. In this capacity, Mr. Mclean has operational control over data analytics, technological innovations, social media presence, community engagement, and brand management.

Mr. Mclean possesses two Bachelors of Arts from Florida International University in Criminology and Public Administration and a Master of Public Administration (MPA) from Nova Southeastern University. In 2022, he obtained a Doctor of Business Administration (DBA) from Saint Leo University. In addition, Mr. Mclean is CAPP certified and is a

Leadership Miami Graduate.

#### LEGALITY TO ENFORCE

MPA's authority to enforce parking regulations in Florida is derived from state and local laws, as well as the ordinances and regulations established by the State of Florida and the city of Miami.

Florida laws provide a framework for municipalities to regulate and enforce parking. State laws allow local governments to establish parking regulations and enforcement mechanisms if they comply with state laws. Florida Statutes, Chapter 163, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographics, economic, population, and other factors influencing the needs and development of local communities through an Interlocal Agreement (Fla. Stat. §163.01(2023).

The State of Florida and Miami-Dade County have established ordinances and regulations related to parking, which include regulations of parking zones, time limits, permit requirements, and penalties for violations. The MPA employs Parking Enforcement Specialists who are trained and authorized to enforce state, county, and municipal laws and ordinances governing parking within their respective boundaries, pursuant to a memorandum of understanding between the public entities. These Parking Enforcement Specialists have the authority to issue parking citations and penalties to violators based on local ordinances and state laws. Fla. Stat. §316.640 (2023). Fla. Stat. §316.1945 (3b) (2023) and Miami-Dade County Code Section 30-53).

#### MPA-OWNED/OPERATED FACILITIES

MPA manages and develops on-street and off-street parking assets in the city of Miami. It shares responsibility with the city of Miami Police Department and Miami-Dade County for enforcement of parking regulations. MPA is a self-sustained agency managed by parking industry professionals and financed by parking revenues.

MPA manages approximately 47,000 spaces, including two municipalities, 14 garages, 68 surface lots, eight Miami-Dade County Parks, six marinas, two City boat ramps, and nearly 13,000 on-street spaces.

#### MPA/city of Miami Parking Facilities:

On-Street Parking

Total Spaces: 13,000

Courthouse Garage (G1) (40 NW 3<sup>rd</sup> St., Miami, FL 33128)

Cultural Center Garage (G2) (90 SW 1 Street, Miami, FL 33130)

College Station Garage (G3) (190 NE 3<sup>rd</sup> Street, Miami, FL 33132)

James L. Knight Center Garage (G4) (100 SE 2<sup>nd</sup> Street, Miami, FL 33131)

Regatta Harbour Garage (G5) (3351 Pan American Dr. Miami, FL 33133)

Allapattah Parking Plaza Garage (G9) (2090 NW 21 Terrace, Miami, FL 33142)

Municipal Lots # 1, 2, 5, 19, 20, 40, 62, 68, 70-72, 87

Curtis Park Boat Ramp and Antonio Maceo Boat Ramp

**Total Spaces:17,876** 

#### Miami Marlins

Marlins Home Plate Garage

3rd Base Garage

1st Base Garage

Centerfield Garage

East 1, East 2, East 3, West 1, West 2, West 3

**Total Spaces: 5,632 spaces** 

#### Miami-Dade County Lots/Miami-Dade County Parks and Marinas:

Municipal Lots # 6, 18, 22, 23, 26, 34, 36, 38, 44-46

Crandon Park and Marina

Haulover Park and Marina

Pelican Harbor Marina

Greynolds Park

Amelia Earhart Park

Black Point Marina

Homestead Bayfront Park

Herbert Hoover Marina

**Total Spaces:13,375 spaces** 

#### State of Florida Department of Transportation:

Municipal Lot # 11-17, 28-30, 32, 33, 37, 39, 42 and 52-55

**Total Spaces:1,532 spaces** 

#### Public Health Trust:

Park Plaza West Garage
Park Plaza East Garage
Highland Park Garage
Jackson Medical Towers Garage
North Garage
Municipal Lot # 0, 4, 5, 10
Jackson North and Jackson South

**Total Spaces: 7,355** 

#### Miami-Dade College:

Lot 92

**Total Spaces: 225 spaces** 

City of Doral
On-Street Parking
Total Spaces: 1,000

#### MARKETING COMMUNICATION

Miami Parking Authority's communication consultant, MRD Consulting, Inc. (MRD), working in tandem with the city of North Miami Beach team, will support the launch of the PayByPhone application with an integrated strategic and tactical approach. The MRD team is superbly qualified and knowledgeable to manage parking and mobility projects. The team has provided communication services to MPA for over ten years. In addition, MRD has nearly 30 years of experience in transportation public information on the national, state and local levels.

At the request of the city of North Miami Beach, the MRD team would provide the following marketing communication functions: media outreach, stakeholder engagement, social media, graphic design services, crisis/issue management, brand awareness, event execution, and marketing and promotion.

Notably, the MPA/MRD teams successfully launched and branded PayByPhone in Wynwood by working closely with the community, listening, and responding to their feedback in real-time. They also successfully launched PayByPhone in the Miami-Dade County parks and marinas, as well as the most recent app rollout in the city of Doral. In these instances, to a great extent, the program's success can be attributed to proactively and effectively working with a wide range of constituencies and responding to their feedback efficiently and effectively in real time.

#### CRISIS MANAGEMENT

Hurricanes are a formidable force of nature, capable of causing extensive damage and disruption. Since MPA is responsible for managing and maintaining parking facilities, it must prioritize hurricane preparedness to protect its assets, the continuity of its operations, and, most importantly, the safety of its employees and customers.

After the hurricane passes, MPA will:

- Proactively assess risks by securing facilities and their employees.
- Conduct a thorough assessment of all parking facilities to identify damage and prioritize repairs.
- Communicate updates to stakeholders and customers regarding facility re-openings and operational status.

#### **OUR APPROACH**

When initiating a new location, MPA always begins with an ambassador approach. MPA deploys friendly and knowledgeable staff, often called parking ambassadors, to enhance visitors' overall experience. The primary goal is to provide exceptional customer service, improve efficiency, and ensure a positive perception of the parking service.

MPA ensures, first and foremost, that the ambassadors' appearance contributes to a positive first impression. Ambassadors will greet customers, assist, and answer any questions or concerns. They are well informed about parking, including rates, availability, and special services offered. Parking ambassadors can also help ensure the safety of vehicles and pedestrians by monitoring the location. Ambassadors can also provide loyalty programs, discounts, and any other special promotions related to the parking service. When disputes or conflicts arise, ambassadors can act as mediators and seek resolution calmly and professionally.

Implementing an ambassador approach for parking services results in higher customer satisfaction, increased revenue, and a safer, more efficient parking operation. It creates a positive impression and encourages repeat business, making it a valuable strategy for parking facilities, especially in high-traffic areas.

After addressing public concerns, MPA will initiate a gentle enforcement phase. This phase will include issuing courtesy citations to violators, for a 45-day grace period. Once the gentle enforcement phase concludes, MPA will enforce the regulations just as they do at all other sites.

#### **E-COMMERCE**

MPA deploys online platforms and services that allow users to reserve, book, and pay for parking spaces conveniently.

**PayByPhone:** This platform allows users to pay for their parking stay using PayByPhone mobile application, eliminating the need for physical tickets or cash payments.

**PANGEA (Permit System):** Provides users with the convenience of purchasing monthly parking permits in advance through our website.

*Meter Rentals:* Allows merchants to temporarily lease on-street spaces to conveniently operate their business (primary purposes include construction, valet, etc.).

The following are the suggested rates for on-street spaces and off-street facilities:

On-street hourly rates range from \$1.50 to \$3.00 per hour, depending on the specific location. On-street monthly rates range from \$24.79 to \$110.00 per month.

Off-street lots daily rates range from \$2.00 per hour up to a maximum of \$20.00 per day. Off-street lots monthly rates range from \$75.00 to \$130.00 per month.

Garage daily rates range from \$5.00 per hour up to \$22.00. Garage monthly rates range from \$125.00 to \$155.00.

#### PRO FORMA

NMB Five Year Pro Forma - Fixed Cost

			Financial Projections											
	Year 1			Year 2		Year 3		Year 4	Year 5	,	Yea	r 10		Total
Revenues														
On-Street	_		_				_			_	_		_	
Commercial (Mon-Fri)	\$	312,000	\$	321,400	\$	,	\$	340,900 \$	,		\$	-	\$	1,656,400
Commercial (Sat-Sun)	\$	52,000		53,600	\$	,	\$	56,900 \$	,		\$	-	\$	276,300
Residential		-	\$	131,300	\$	135,200	\$	139,300 \$	143,50	0			\$	549,300
Gross Revenue	\$	364,000	\$	506,300	\$	521,400	\$	537,100 \$	553,20	0	\$	_	\$	2,482,000
Less Sales Tax	\$	(23,813)	-	(33,122)	-	(34,110)		(35,137) \$				_		(162,374
Credit Card Fees (8%)	\$	(29,120)	-	(40,504)	-	(41,712)		(42,968) \$	, ,	,		_	<b>"</b> \$	(198,560
Net Revenue	\$	311,067	_	. , ,	\$	445,578	_	458,995 \$				-	Ť	2,121,066
Expenses														
Payroll & Benefits														
Salaries & Wages		109.824		113,119		116.512		120.008	123.60	R		_		583.071
Payroll Taxes & Burden		26,135		26,919		27,727		28,559	29,41			_		138,755
Health, Pension & 401(k)		-		-				-		•		_		-
Workers Compensation		9,884		10,378		10,897		11,442	12,01	4		_		54,616
Payroll & Benefit Expense	\$	145,843		150,416		155,136		160,008	165,03			-		776,442
Other Operating Expenses														
Remote Management		-		-		-		-	-			-		_
Marketing Services		-		-		-		-	-			-		_
Uniforms & Laundry		1,200		1,230		1,261		1,292	1,32	5		-		6,308
Printing		-		-		-		-	-			-		-
Amenities & Supplies		-		-		-		-	-			-		-
Repairs & Maintenance (Signs)		-		-		1,500		1,500	1,50	0				4,500
License & Permits		-		-		-		-	-			-		-
Liability Insurance		-		-		-		-	-			-		-
Rental Expense				٠,					-			-		-
Depreciation/Amortization		- '		-		- *		- *	-			-		-
Equipment and Vehicle		5,400		5,535	,	5,673	,	5,815	5,96	1		-		28,384
Utilities		- '		- '		- *		- '	-			-		-
Advertising & Publicity		-		-		-		-	-			-		-
Postage & Freight		-		-		-		-	-			-		-
Telephone		-		-		-		-	-			-		-
Corporate Travel		-		-		-		-	-			-		-
Accounting and Audit		-		-		-		-	-			-		-
Legal Expense		24,000		24,600		25,215		- 0E 04E	26,49	2		-		126,152
Data Processing / Pangea Bank Fees		24,000	,	24,000	,	25,215	,	25,845	20,49	2		-		120,152
Contract Labor								_				-		
Employee Processing								_				-		
General Expense (Body Cameras)								_				-		
Auto Damage and Other Claims		-		-		_		_	_			_		_
Start-Up Expenses (150 Signs)		9,000		9,000		-		-				_		18,000
Total Operating Expense	\$	39,600		40,365		33,649		34,453	35,27	7		-		183,344
	•	•		•		•		ĺ	-					ŕ
Operating Expenses	\$	185,443	\$	190,781	\$	188,785	\$	194,461 \$	200,31	4	\$	-	\$	959,785
Net Income	\$	125,624	\$	241,892	\$	256,792	\$	264,533 \$	272,43	9	\$	-	\$	1,161,281
MPA Management Fee (20%)		25,125		48,378		51,358		52,907	54,48	8		-		232,256
Total Revenue Share Fee	\$	25,125	_	48,378		51,358		52,907	54,48	8		-	_	232,256
Expenses Total	\$	210,568		239,160		240,144		247,368	254,80	2		-		1,192,042
NMB Income	\$	100.499	_	193,514	_	205.434		211,627						929.025

Please refer to the terms provided below for additional information regarding the draft proforma. We can arrange an in-person discussion to delve into this further.

#### **Collaborative Parking Management Program**



#### **Purpose:**

In partnership with the city of North Miami Beach, Miami Parking Authority presents a comprehensive proposal to initiate a phased parking management program within the City. This proposal addresses the pressing concerns raised by North Miami Beach residents regarding unauthorized and illegal parking in their neighborhoods, as well as the inadequate availability of parking spaces and the need for improved turnover in high-demand areas, retail zones, and business districts.

#### **Rationale:**

Cities lacking effective parking management programs often face prolonged occupancy of parking spaces, leading to shortages during peak times. This shortage results in traffic congestion, increased fuel emissions, and decreased mobility as drivers circle in search of parking. The proposed program aims to alleviate these issues and enhance the overall parking experience in North Miami Beach.

#### **Parking Program Benefits:**

Implementing a well-organized parking program will provide several significant benefits to the city of North Miami Beach:

- 1. **Improve Turnover:** By discouraging long-term or full-day parking, the program will ensure that parking spaces become available more frequently for visitors and customers, making it easier for them to support local businesses and run errands.
- 2. **Reduce Congestion:** Reduce circling to find parking will alleviate traffic congestion, enhance pedestrian and vehicular safety, promote mobility, and decrease fuel emissions.
- 3. **Enhance Deterrence:** The presence of parking ambassadors patrolling the area, identifiable in branded uniforms, will serve as a deterrent to unauthorized parking violations.

#### Payment Method: PayByPhone

The PayByPhone app will serve as the primary payment method for this parking management program. The registration process is straightforward, requiring users to visit www.paybyphone.com to register and download the free PayByPhone app. With this app, customers can follow three simple steps:

- 1. Enter the location number.
- 2. Add the desired parking duration.
- 3. Confirm parking, initiating the parking session.

Motorists only need a smartphone (iPhone, Blackberry, or Android) and a credit card to register for PayByPhone. Additionally, PayByPhone sends alerts before parking sessions expire, allowing users to extend their parking time remotely and avoid receiving citations.

#### **Parking Implementation:**

To effectively communicate the program's importance and messages to residents, businesses, employees, visitors, and the community, Miami Parking Authority will execute a phased campaign:

- Phase 1: Involves the implementation and enforcement of parking spaces in the Core Area.
- Phase 2: Focuses on further expanding the On-Street spaces, particularly the outside of the core area (Residential Zones).

The program will commence with a soft rollout featuring a 45-day grace period during which parking enforcement officers will issue courtesy citations to non-compliant customers. Official program implementation will follow this grace period.

Notably, PayByPhone will not be implemented in residential areas. Suggested parking rates and hours of operation will be as follows:

- \$2.00 per hour for a 3-hour maximum time or a flat rate of up to \$20 during special events.
- Enforcement will occur from 7 a.m. to 10 p.m. seven days a week, including weekends and holidays, with enforcement hours subject to adjustment based on demand.

#### **Staffing and Ambassador Program:**

MPA will initially deploy two enforcement officers to kick off the program and will add permanent staff comprising of one or two officers per shift, as needed, and one supervisor. MPA's trained and courteous parking regulation staff will assist customers in downloading and using the PayByPhone app, guide them to parking zones, and address any questions or concerns.

#### Signage:

For phase 1 the program will require an estimated 125 PayByPhone signs, and 20-30 prohibited regulatory safety zone signs (e.g., No Parking, No Standing, Tow Away Zone, etc.) in the commercial area.

For phase 2, it will require an additional 125-150 residential signs.

#### **Terms:**

- MPA proposes a monthly revenue share of 80% for North Miami Beach and 20% for the MPA of the net revenues (net revenues encompass all collected revenues minus operational expenses).
- For Phase 1, and on-street spaces at \$2.00 per hour, the City of North Miami Beach is projected to generate approximately \$364,000 (gross) in Year 1. This estimate assumes customers will not relocate to residential areas.
- Phase 2 is projected to increase total revenues by approximately \$131,300, based on an estimated rate of \$75.00 per vehicle annually.
- The agreement will have a five-year term with one five-year renewal option, for a total of ten years.
- Both entities will maintain a 30-day cancellation policy.
- MPA will operate from Monday to Sunday, with approved hours of operations from 7:00 a.m. to 10:00 p.m., including weekends.
- MPA will serve as the merchant of record for revenue collection, invoice North Miami Beach monthly for payroll and operational expenses, and enforce on-street parking.
- Enforcement officers' hourly rate is \$29.00 per hour (includes payroll related expenses).
- The proposed hourly rate for parking is \$2.00 per hour (7 a.m. to 10 p.m., including weekends).
- The installation of PBP signs can be undertaken by either MPA or the city of North Miami Beach, to be determined based on the agreement.

This collaborative parking management program will address the concerns raised by North Miami Beach residents and significantly improve the city's parking challenges while promoting safety, mobility, and economic activity. We appreciate your consideration and look forward to working with the city of North Miami Beach on the implementation of this important initiative which will benefit all stakeholders.

#### **Phases**:

Phase 1 of the program rollout will include the following On Street (green line) boundaries:

**Phase 2** of the program rollout will include the residential area (red line):

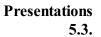


#### **CLOSING**

MPA would like to express its gratitude to the city of North Miami Beach for taking the time to consider this proposal. Your attention and consideration mean a great deal to us, and we genuinely appreciate the opportunity to introduce ourselves and share our plans to help your community.

We understand that making decisions like these is never easy, and we respect the careful deliberation that goes into it. Your willingness to consider our proposal demonstrates your commitment to seeking the best possible solutions for your city.

Please do not hesitate to contact us if you have any further questions or require additional information. We are eager to provide any clarification or assistance necessary to move this proposal forward.





Strategic Plan Presentation

City of North Miami Beach 17011 NE 19 Avenue North Miami Beach, Fl 33162 305-947-7581 www.citynmb.com

#### **MEMORANDUM**

TO:	Mayor and City Commission			
FROM:				
VIA:				
DATE:	March 18, 2025			
RE: Strateg	ic Plan (Dr. Howard Frank, FIU Jorge M. Perez Metropolitan Center)			
Description BACKGRO ANALYSIS				
RECOMM	ENDATION:			
FISCAL/ BUDGETARY IMPACT:				
ATTACHMI Descrip				



North Miami Beach Strategic Plan



Jorge M. Pérez Metropolitan Center Steven J. Green School of International & Public Affairs



# Thank You for Your Support

- We extend our sincere gratitude to the residents, leadership, and managers of NMB for their invaluable support and engagement in shaping this strategic plan.
- Your insights, collaboration, and commitment have been instrumental in creating a vision for a stronger future.
- Together, we are building a community that thrives.





# This is a Strategic Plan, Not a Business Plan.

- We are presenting a big picture, top-down view.
- Decisions on specific projects are better left to senior managers and elected officials acting on behalf of the residents.
- We developed a living document that provides a framework for improving the quality of life for current and future NMB residents and businesses.

# How We Developed the NMB Strategic Pillars?

- Demographic Assessment
- Leadership Interviews
- Resident and Business Survey
- Key Stakeholder Roundtables
- Townhall Meetings
- KPIs Development





# Overarching Themes

- Instituting major upgrades to NMB's infrastructure;
- Improving the city's decision-making processes, particularly in the realm of community development; and
- Adopting a performance management model that communicates the cost, quality, and impact of NMB's municipal services relative to resident/taxpayer investment.

## Definition of Pillars

- The Cambridge Dictionary defines pillar as "a very important member or part of a group, organization, or system."
- Strategic pillars are the key areas of focus that guide an organization's efforts and resources over time.





Commence a Long-Term Transformational Capital Plan (Tentative Name, "North Miami Beach 2040")

# Strategic Pillar 1

- Widespread belief that NMB needs rejuvenation of its physical plant (from curbs and street signs to public buildings)
- Aneed to present a branded view of NMB to the world
- Aneed to make NMB more resilient (economically and environmentally)

# Strategic Pillar 2



Implementation of Rigorous and Transparent Cost-Revenue Analysis into Development Decisions.

- Will the cost of new development exceed the addition to the property base and other related revenues?
- This is not "rocket science." It has been deployed for decades.
- NMB is at the crossroad in terms of its physical development.

# Strategic Pillar 3

Restructure NMB's Departments of Community Development, Building, and Economic Development into an Overarching "Department of Community and Economic Development."

- Planning and zoning decisions, and decisions about community and economic development must be viewed holistically.
- Douglas, GA, Malibu City, CA, Kenner, LA, and Willis, TXare examples of small- to mid-size cities that deployed this model.
- The integrated model fosters long-range thinking about NMB and its quality of life.





## Strategic Pillar 4

- Balancing NMB's Hometown Feel with Becoming More of a Go-To Place for Residents and Businesses.
- Longtime residents love NMB's strong sense of neighborhood with great location in this county and region...
- But they also feel a lack of cultural amenities, high-end retail, and value-added employment opportunities.
- If NMB isn't Aventura, Miami, or Fort Lauderdale, what is it?

# Strategic Pillar 5

Adoption of a Robust Performance Measurement System to Assess Quality of Life and Progress on Major Strategic Initiatives.

- All stakeholders (elected officials, managers, and taxpayers) need to know the return on investment of the NMB budget.
- Performance metrics should be more than workload measure (e.g., how many potholes were filled last month).
- Measures that matter deal with cost effectiveness and citizen satisfaction.





Develop and Sustain Working Relationships with the Miami-Dade County Public Schools (MDCPS) that Foster Quality and Choice in K-12 Education

# Strategic Pillar 6

- Good schools sustain high property value and provide skilled labor to local businesses.
- Residents and business-owners expressed deep concern about NMB public school quality and lack of access to charter schools.
- Elected officials and parents should influence MDCPS to up its game in NMB or create its own charter school (e.g., Pembroke Pines)



## Upgrade Municipal Code Enforcement

Strategic Pillar 7

- The city should demonstrate that all owners are treated equally.
- Poor code enforcement erodes quality of life.
- Better code enforcement is fundamental to the city's economic development.

# Strategic Pillar 8

NMB Needs Recruitment and Retention Policies for a 21st Century Workforce

- People born after 1990 have short career horizons (the average is less than 4 years).
- Young people are not attracted to government employment; it is a lot more than wages and salaries.
- NMB should develop a strategy that designates some employees as "lifers", while others are likely to move on within a few years of hire.

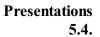




# Final Thoughts

- NMB needs to immediately create a strategic plan working group that focuses on the eight pillars we present.
- This working group should have a firm timetable for implementation.
- The NMB strategic plan will engage the community and energize elected officials and management.







City of North Miami Beach 17011 NE 19 Avenue North Miami Beach, Fl 33162 305-947-7581 www.citynmb.com

#### **MEMORANDUM**

TO:	Mayor and City Commission
FROM:	
VIA: DATE:	March 18, 2025
DAIE.	14iaicii 16, 2023
RE: Econom	ic Development Strategic Plan (Dr. Ned Murray, FIU Jorge M. Perez Metropolitan Center)
Description BACKGROU ANALYSIS:	JND
RECOMME	ENDATION:
FISCAL/ BU IMPACT:	UDGETARY
ATTACHME	NTS:

Description

☐ Economic Development Strategic Plan

## City of North Miami Beach Economic Development Strategic Plan

City of North Miami Beach.













#### City of North Miami Beach Economic Development Strategic Plan

#### Stated Purpose:

To guide the future economic growth and placemaking of the City of North Miami Beach through the adoption of realistic, effective, and resilient economic development strategies

#### Planning Documents:

- 1) Competitive Assessment (Report I) serves as the data-driven platform for the plan providing analytics and supporting narrative of the City's economic strengths, opportunities, and challenges that need to be addressed, and
- 2) Economic Development Strategic Plan (Report II) that will guide economic growth and development activity in the city now and over the next ten years.

# City of North Miami Beach: Positive Economic Growth Indicators

- The City's 67.8 percent labor force participation rate is significantly higher than most benchmark municipalities
- A 26.7 percent growth rate of the City's young professionals (25-44 age group with a bachelor's degree) far exceeds most benchmark municipalities
- The advanced industry sector in North Miami Beach is small but includes sectors that have continued to grow and diversify in Miami-Dade County including management, scientific, and technical consulting services, architectural & engineering, and computer systems design

## City of North Miami Beach: Economic Growth Challenges

- Worker inflow/outflow analysis shows a significant mismatch between the jobs located within North Miami Beach and the larger trade area where employed residents work
- Resident worker median wage and educational attainment levels less than benchmark municipalities
- Future economic development activity will need to focus on redevelopment and repurposing of existing retail and commercial space activating mixed-use districts
- Home prices and rents in the City of North Miami Beach are lower than Miami-Dade County but rising home prices and rents could threaten quality of life and longer-term economic competitiveness

# Benchmark Municipalities

# Benchmark Municipalities: Key Economic Indicators

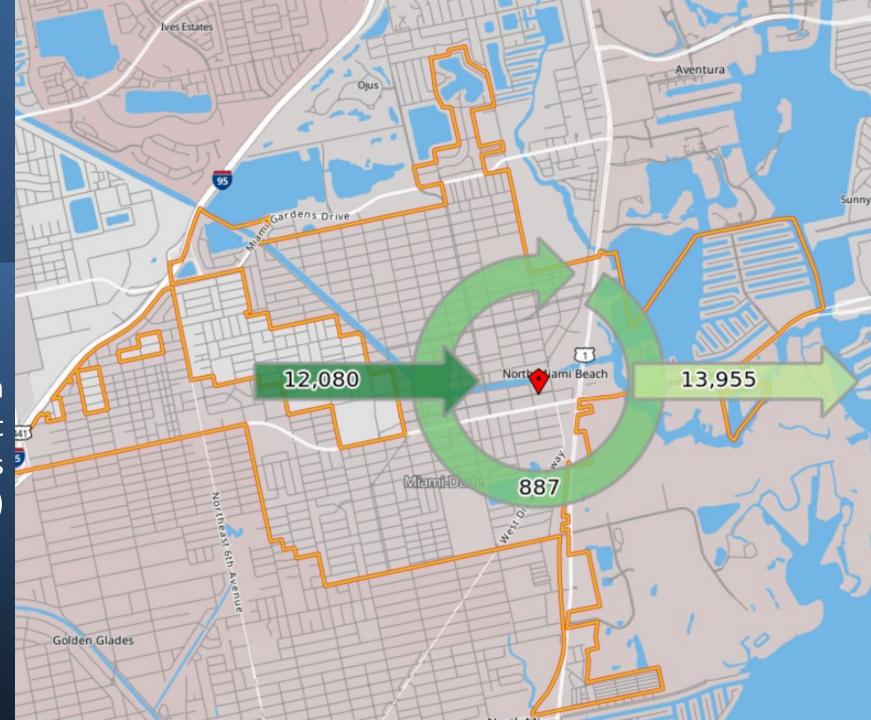
Benchmark Municipalities					
City	Total Population (2022)	Median Household Income	Labor Force %	Young Professionals* Growth/Decline Rate	Population Growth (2019 - 2022)
Aventura	39,621	\$75,211	55.2	-3.3%	6.2%
Coral Gables	49,696	\$118,203	57.7	3.3%	-1.1%
Coral Springs	133,801	\$87,488	70.5	6.8%	0.9%
Cutler Bay	44,738	\$78,569	66.8	-10.3%	1.2%
Dania Beach	31,700	\$46,330	63.9	5.0%	-1.0%
Fort Lauderdale	182,673	\$81,544	64.6	8.2%	1.4%
Hollywood	152,764	\$61,958	68.I	16.9%	0.2%
Kendall	64,971	\$84,026	65.I	1.0%	4.1%
Miami Beach	82,400	\$69,258	68.8	-0.2%	-4.2%
Miami Gardens	89,463	\$56,071	61.1	22.7%	0.2%
Miami Lakes	30,621	\$90,339	69.6	-7.6%	-0.8%
Miami Shores	11,638	\$120,833	62.9	16.2%	11.3%
North Miami	59,854	\$49,069	64.1	-8.2%	-4.2%
North Miami Beach	43,269	\$56,I22	<mark>67.8</mark>	<mark>26.7%</mark>	<mark>0.7%</mark>
Pompano Beach	111,790	\$61,155	63	49.7%	1.6%
Sunny Isles Beach	22,202	\$57,145	55.8	10.4%	1.2%

Source: U.S. Census Bureau ACS 2022, Prepared by Jorge. M Perez Metropolitan Center;

<sup>\*</sup>Young Professionals, in this context, refers to individuals aged 25 to 44 with an attained educational level of Bachelor's Degree or higher.

# Employment Inflow/Outflow

City of North Miami Beach
Longitudinal Employment
Household Dynamics
(LEHD)



**Industry Analysis** 

### North Miami Beach: Advanced Industry Sectors

#### **North Miami Beach**

NAICS code	Description	Establishments	Employment	Total Quarterly Wages
5416	Mgmt., Scientific, and Technical Consulting	65	166	3846657
5413	Architecture and Engineering	16	80	1630376
6215	Medical and Diagnostic Laboratories	6	71	860375
5174	Satellite Telecommunications	1	51	534154
5415	Computer Systems Design	22	34	1004025
3399	Other Miscellaneous	5	18	273138
5417	Scientific Research and Development	5	15	136937
5182	Data Processing and Hosting*	4	10	169998
3391	Medical Equipment and Supplies	3	7	72303

#### **Miami-Dade County**

NAICS code	Description	Establishments	Employment	Total Quarterly Wages
5416	Mgmt., Scientific, and Technical Consulting	6541	21794	\$587,635,584
5413	Architecture and Engineering	1628	11940	\$260,544,035
5415	Computer Systems Design	2556	11590	\$436,621,822
6215	Medical and Diagnostic Laboratories	289	2913	\$46,050,919
3364	Aerospace Products and Parts	91	2639	\$51,550,227
5417	Scientific Research and Development	394	2454	\$70,117,173
2211	Electric Power Generation, Trans., and Distribution	71	2434	\$81,972,255
3399	Other Miscellaneous	233	2294	\$28,360,752
5182	Data Processing and Hosting*	377	2153	\$121,633,073
3366	Ship and Boat Building	61	1776	\$25,618,775
			5	Source: QCEW Q3 2023

## North Miami Beach Target Industries

NAICS	Description	Employees	Establishments	
FINANCIAL SERVICES				
522110 523150 522390 522291	Commercial Banking Investment Banking and Securities Intermediation Other Activities Related to Credit Intermediation Consumer Lending	142 56 29 17	15 8 2 4	
522320	Financial Transactions Processing, Reserve, and Clearinghouse Activities	13	3	
522130	Credit Unions	7	I	
CREATI	VE DESIGN			
541410 541330 314999	Interior Design Services Engineering Services All Other Miscellaneous Textile Product Mills	33 31 18	5 7 I	
315250	Cut and Sew Apparel Manufacturing (except Contractors)	13	2	
541310 313310 541890	Architectural Services Textile and Fabric Finishing Mills Other Services Related to Advertising	10 6 6	6       3	
HOSPIT	ALITY AND TOURISM			
722511	Full-Service Restaurants	821	35	
TECHN	OLOGY			
541512 541511 518210	Computer Systems Design Services Custom Computer Programming Services Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services	19 15 10		
LIFE SC	IENCES AND HEALTHCARE			
621610	Home Health Care Services	1546	15	
621111	Offices of Physicians (except Mental Health Specialists)	364	63	
621210 623110 621512 621498	Offices of Dentists Nursing Care Facilities (Skilled Nursing Facilities) Diagnostic Imaging Centers All Other Outpatient Care Centers	199 91 61 48	24   I   4   2	
423450	Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers	16	4	
621999	All Other Miscellaneous Ambulatory Health Care Services	8	1	
623990	Other Residential Care Facilities	7	I	
TRADE AND LOGISTICS				
492110 488510	Couriers and Express Delivery Services Freight Transportation Arrangement	86 15	1 4	

Source: Bureau of Labor Statistics. QCEW Q32023

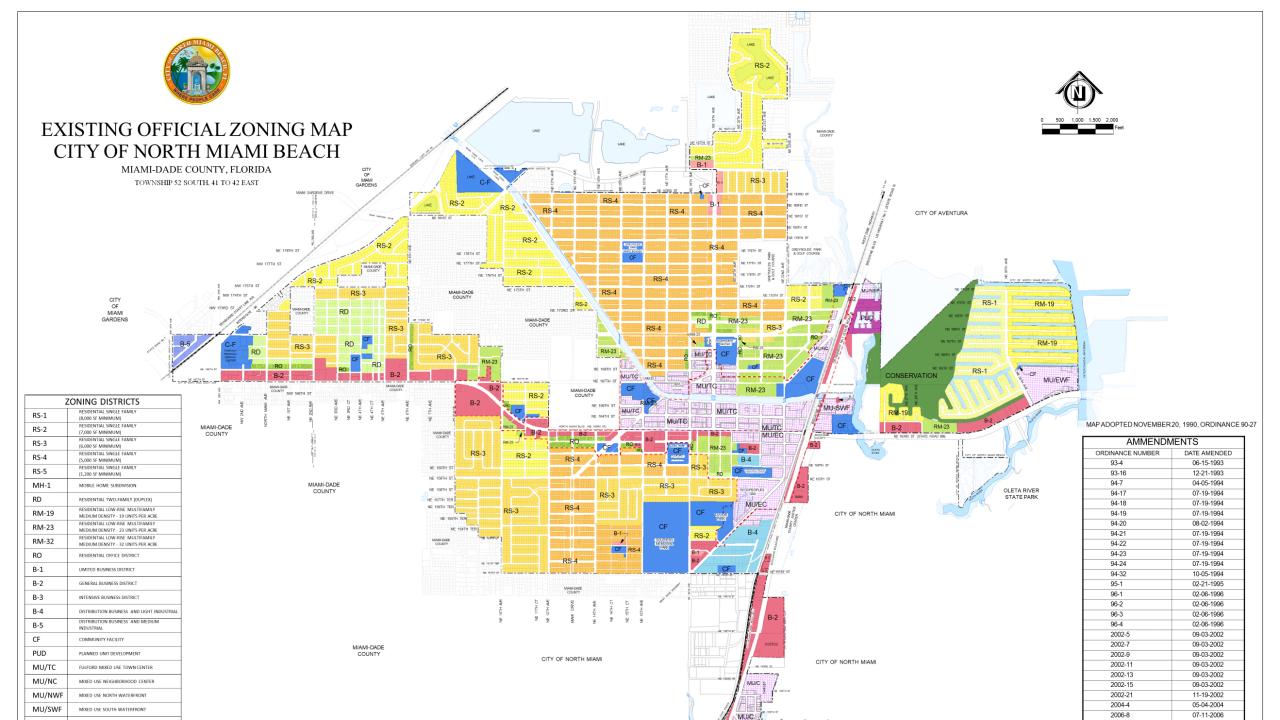
# Economic Development Goals & Strategies

### Economic Development Goals

- Create a more resilient economy in North
  Miami Beach by diversifying the City's
  economic base and connecting to advanced
  and cluster-based industry sectors;
- Amplify the City's identity and community assets and amenities through "placemaking" strategies;
- Create the architectural-mix and streetscape designs that will provide the framework for the physical improvements of the City's commercial corridors and neighborhoods;
- Create new lifestyle and live-work opportunities for City residents, businesses and newcomers;

# Economic Development Goals (Cont)

- Address regulatory constraints and physical limitations (i.e. zoning, infrastructure, municipal services, aesthetics) in corridor redevelopment;
- Provide a "Community Economic
   Development" lens to the plan with a focus on small businesses;
- Connect workers with growth sectors through targeted and formalized workforce development; and
- Capitalize on existing community assets and untapped economic potential



## Economic Development Strategies

**Strategy #1 - Expand Economic Diversification Opportunities in the City** 

Strategy #2 - Enhance North Miami Beach's Identity and Competitiveness through Placemaking

Strategy #3 - Focus on Small Business Growth and Expansion

**Strategy #4 - Establish Targeted and Formalized Workforce Development Initiatives** 

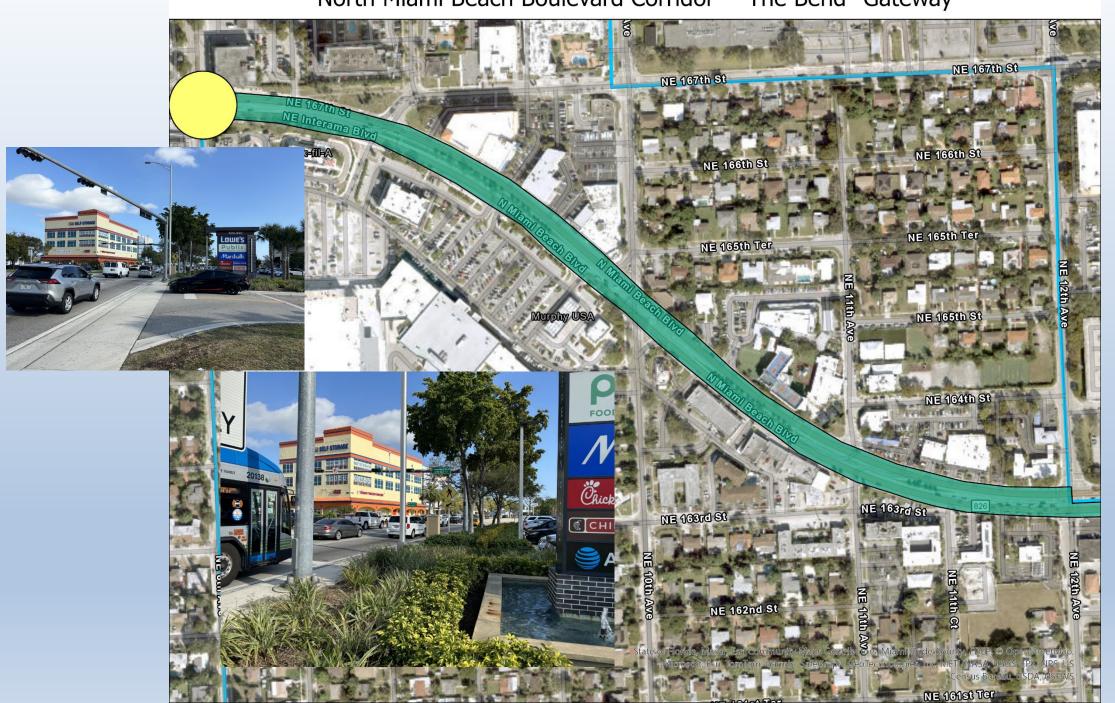
Strategy #6 - Adopt a Multi-Point Marketing Program

**Strategy #5 - Focus on Economic Development Enhancement Areas** 

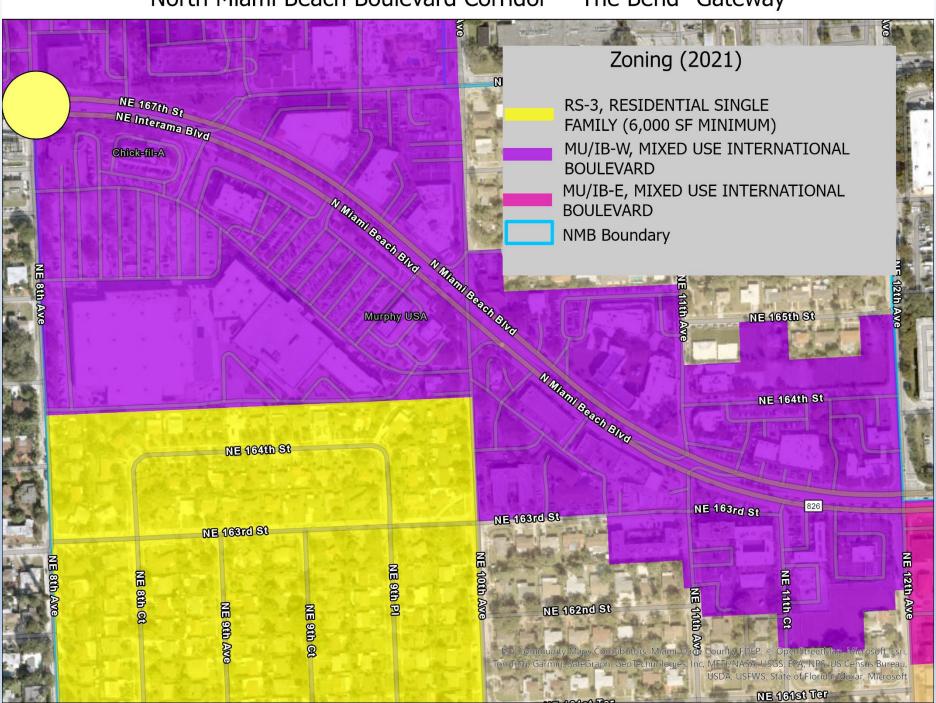
## Economic Development Enhancement Areas

- 1) North Miami Beach Boulevard: The "Bend" Gateway
  - 2) NE 19th Avenue Commercial Nodes
  - 3) North Miami Beach Innovation District

North Miami Beach Boulevard Corridor - "The Bend" Gateway



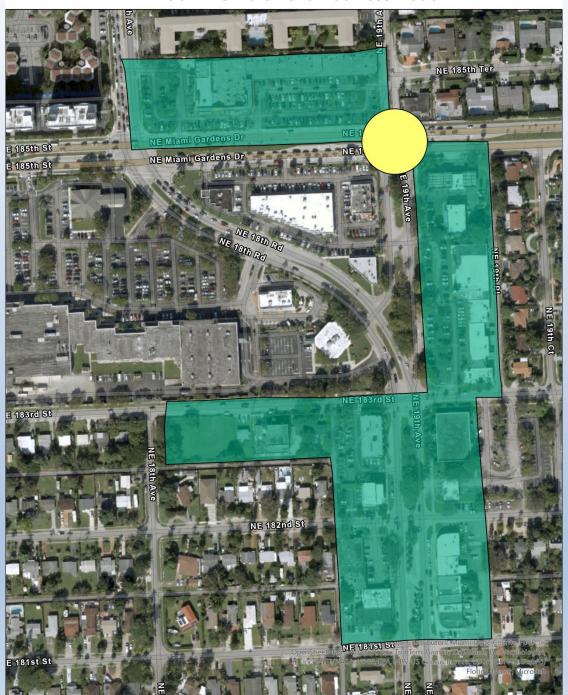
North Miami Beach Boulevard Corridor - "The Bend" Gateway



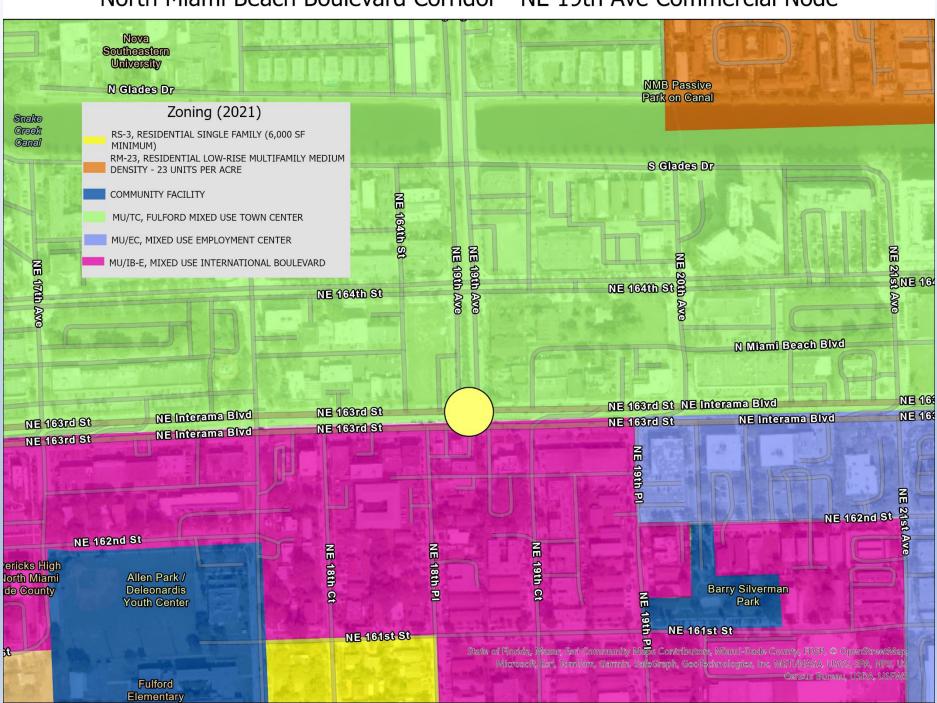
North Miami Beach Boulevard Corridor - NE 19th Ave Commercial Node



NE 19th Ave North-end Business Node

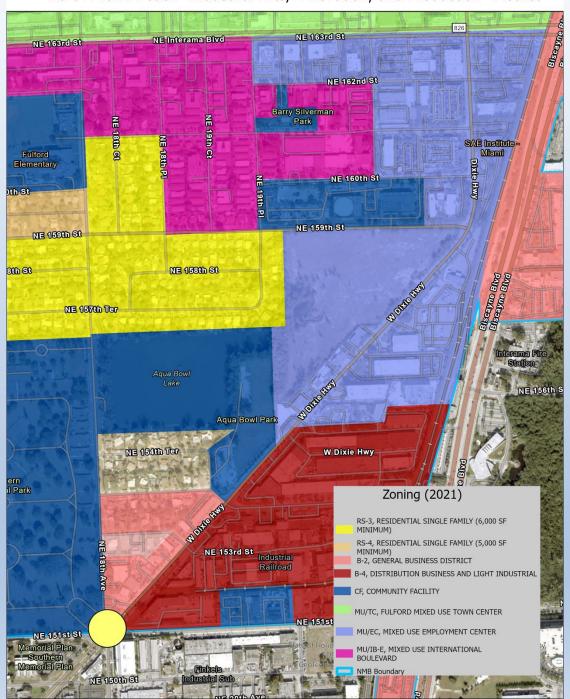


### North Miami Beach Boulevard Corridor - NE 19th Ave Commercial Node





North Miami Beach "Industrial Arts, Innovation, and Production" District



## City of North Miami Beach Economic Development Plan: Management & Implementation

### New Public/Private Partnerships

The plan's economic development strategies will require a heightened level of cooperation, support, and coordination among existing stakeholders and new contributors. Well represented public/private partnerships can help provide support for the legitimacy and sustainability of the plan's implementation over time.

### Stakeholder Communications

The Economic Development Department and Economic Development Commission (EDC) will need to serve as liaisons with the business community, investors, and institutions providing a clear, single access point for the flow of information and contacts.

### Marketing & Visibility

The Economic Development Department will need to promote the work and achievements of the city and encourage business growth and networking by applying a wide range of electronic media tools.

City of Coral Gables
Economic Development
Strategic Plan:
Performance Indicators

Update Frequency	Economic Performance Metric
Annual	Population growth by age group and household income
Annual	Population and business growth within the "Economic Development Enhancement Areas" and surrounding neighborhoods
Bi-Annual	Inventory of city businesses by NAICS, with contact information
Annual	Median Wages by industry and occupation, compared to the county and US
Annual	Median household income by distribution and year-over-year performance
Bi-Annual	New business establishments and employment growth by establishment size across the industry sectors and occupations, including target industries and clusters
Monthly	Employment, labor participation, and unemployment rate
Annual	Educational attainment and age group population trends, especially in the young and mid-worker age segments 20-44 and 45-54 years old
Annual	Reduction in worker commute times
Annual	Increase in tax revenue
Annual	Measuring return on investment from public expenditures in the city

## City of North Miami Beach Economic Development Strategic Plan

City of North Miami Beach



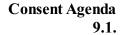














City of North Miami Beach 17011 NE 19 Avenue North Miami Beach, Fl 33162 305-947-7581 www.citynmb.com

### **MEMORANDUM**

**TO:** Mayor and City Commission

**FROM:** Andrise Bernard, MMC, City Clerk

VIA:

**DATE:** March 18, 2025

RE: Commission Conference Minutes of February 18, 2025 (Andrise Bernard, MMC, City Clerk)

**Description** 

**BACKGROUND** None.

**ANALYSIS:** 

**RECOMMENDATION:** Approval.

FISCAL/ BUDGETARY None.

**IMPACT:** 

### ATTACHMENTS:

Description

Commission Conference Minutes of February 18, 2025



#### CITY OF NORTH MIAMI BEACH

City Hall, Commission Chambers, 2<sup>nd</sup> Floor 17011 N.E. 19<sup>th</sup> Avenue North Miami Beach, FL. 33162 **Tuesday, February 18, 2025** 

Mayor Michael Joseph
Vice Mayor Lynn Su
Commissioner Jay Chernoff
Commissioner McKenzie Fleurimond
Commissioner Daniela Jean
Commissioner Phyllis S. Smith
Commissioner Fortuna Smukler

City Manager Mario A. Diaz

City Attorney Greenspoon Marder

City Clerk Andrise Bernard, MMC

### **City Commission Conference Minutes**

### ROLL CALL OF THE CITY OFFICIALS

The Commission Conference was called to order at 5:02pm.

Present at the meeting were Mayor Michael Joseph, Vice Mayor Lynn Su, Commissioner Jay Chernoff, Commissioner McKenzie Fleurimond, Commissioner Daniela Jean, Commissioner Phyllis Smith, and Commissioner Fortuna Smukler.

The Mayor and Commission presented a proclamation to a North Miami Beach choir.

The Mayor and Commission recognized educators with long tenures in North Miami Beach.

Director of Human Resources Stacey Hipsman recognized Jesse Emo and Felicia Bellamy as employees of the quarter and Robert Fandino and Daniel Pierre for their years of service.

Library Director Edenia Hernandez recognized Profiles in Black Miami and a proclamation was presented.

The Mayor and Commission presented a proclamation to the Chinese Association of Science, Education, and Culture of South Florida.

The Voters Council of North Miami Beach recognized Mayor Michael Joseph.

The Mayor and Commission presented a proclamation to recognize the Chinese New Year.

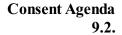
The Commission on the Status of Women recognized the Mayor and Commission for supporting the Heart Health Walk.

New St. Mary's Missionary Baptist Church recognized Mayor Michael Joseph.

Marie Sandra Severe of Jackson North Medical Center discussed a memorandum of understanding with the City of North Miami Beach.

<u>ADJOURNMENT</u>	
The Commission Conference was adjourned at 6:01pm.	
ATTEST:	
	(SEAL)

Andrise Bernard, MMC, City Clerk





City of North Miami Beach 17011 NE 19 Avenue North Miami Beach, Fl 33162 305-947-7581 www.citynmb.com

### **MEMORANDUM**

**TO:** Mayor and City Commission

**FROM:** Andrise Bernard, MMC, City Clerk

VIA:

**DATE:** March 18, 2025

**RE:** Regular City Commission Meeting Minutes of February 18, 2025 (Andrise Bernard, MMC, City Clerk)

**Description** 

BACKGROUND None.

**ANALYSIS:** 

**RECOMMENDATION:** Approval.

FISCAL/ BUDGETARY None.

**IMPACT:** 

ATTACHMENTS:

Description

Regular City Commission Meeting Minutes of February 18, 2025



#### CITY OF NORTH MIAMI BEACH

City Hall, Commission Chambers, 2<sup>nd</sup> Floor 17011 N.E. 19th Avenue North Miami Beach, FL. 33162 **Tuesday, February 18, 2025** 

Mayor Michael Joseph Vice Mayor Lynn Su Commissioner Jay Chernoff Commissioner McKenzie Fleurimond Commissioner Daniela Jean Commissioner Phyllis S. Smith Commissioner Fortuna Smukler City Manager Mario A. Diaz

City Attorney Greenspoon Marder

City Clerk Andrise Bernard, MMC

### **City Commission Meeting Minutes**

### **ROLL CALL OF THE CITY OFFICIALS**

The Regular Commission Meeting was called to order at 6:12pm.

Present at the meeting were Mayor Michael Joseph, Vice Mayor Lynn Su, Commissioner Jay Chernoff, Commissioner McKenzie Fleurimond, Commissioner Daniela Jean, Commissioner Phyllis Smith, and Commissioner Fortuna Smukler.

**INVOCATION** by Reverend Willie Mae Williams from Greater Gibbs Chapel African Methodist Episcopal Church.

**PLEDGE OF ALLEGIANCE** was led by the Mayor and Commission.

### REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO THE AGENDA

City Clerk Andrise Bernard announced the following:

- At the request of Commissioner Smith, Resolution R2025-18 will be withdrawn.
- Two appointments to the Civil Service Board will be added.
- At the request of Vice Mayor Su, a discussion regarding the Charter Review Committee will be added.
- At the request of Commissioner Fleurimond, Resolution R2025-09 will be withdrawn.

**Motion** to **approve** the agenda made by Commissioner Jean, seconded by Commissioner Chernoff. Voice Vote: **MOTION PASSED 6-1** with Vice Mayor Su opposed.

### PRESENTATIONS/DISCUSSIONS

Devan Vilfrard provided a legislative update on behalf of State Senator Shevrin Jones of District 34.

Chief Financial Officer Tarik Rahmani provided a first quarter financial report for fiscal year 2024-2025 including revenues, expenditures, and salaries. Commissioner Fleurimond requested to have a workshop regarding budget basics.

Mayor Joseph opened the meeting for **PUBLIC COMMENT**.

City Clerk Andrise Bernard read the rules of public comment and the pledge of civility into the record.

The following person(s) made comments on the record:

- 1. Daniel Pierre
- 2. Ketley Joachim
- 3. Josh Gemmi
- 4. Bruce Lamberto
- 5. Dana Smith
- 6. Jeb Handwerger

The meeting was closed for **PUBLIC COMMENT**.

### ANNOUNCEMENTS

Communications Manager Jennifer Torna announced the upcoming Heart Health Walk and Run, senior luncheon, Dr. Seuss birthday event at the North Miami Beach library, Zumba class, job fair with Career Source, and Bike Ride in the 305.

### **CITY COMMISSION REPORTS**

Commissioner Chernoff requested to have a workshop regarding fluoride, recognized Chief of Police Juan Pinillos and Deputy Chief of Police Stuart Nichols, stated that he will attend the Heart Health Walk, discussed a small business grant program through the office of Miami-Dade County Commissioner Micky Steinberg, and announced a tenants rights and legal clinic.

Commissioner Fleurimond recognized Black History Month and Nadege Green and discussed consulting contracts and work orders.

Commissioner Jean recognized Chief of Police Juan Pinillos and Deputy Chief of Police Stuart Nichols, Chinese New Year, and Black History Month, stated that she will attend the Heart Health Walk, discussed electric vehicle charging stations, short-term rental fees, and the Youth Advisory Board, announced that March is National Crochet Month, and requested more content to be shown on Channel 77.

Commissioner Smith talked about Valentine's Day, discussed having a workshop regarding fluoride, expressed thoughts about traffic calming, recognized Chief of Police Juan Pinillos and Deputy Chief of Police Stuart Nichols, discussed an upcoming senior luncheon and mammogram event, stated that she will attend the Heart Health Walk, and praised the Black History Month and Chinese New Year events.

Commissioner Smukler recognized Black History Month, Chinese New Year, and Heart Health Month, discussed the Heart Health Walk and Run and mammogram event, talked about the constitutional offices in Miami-Dade County, and recognized Chief of Police Juan Pinillos and Deputy Chief of Police Stuart Nichols.

Vice Mayor Su recognized Lunar New Year, Black History Month, and President's Day, discussed building permits online, customer service improvements, and being assigned as a Board/Committee liaison, talked about her Sunshine meeting with Mayor Joseph and neighborhood voices outreach initiative, discussed having a workshop regarding fluoride, and announced a Miami-Dade County job fair.

Mayor Joseph thanked everyone who honored him at the Commission Conference and expressed the importance of working together as a team to move the City forward.

### **CONSENT AGENDA**

Commission Conference Meeting Minutes of January 21, 2025

Regular Commission Meeting Minutes of January 21, 2025

## Resolution No. R2025-21 Change Order for Advance Stores Company, Inc. for the Purchase of Automotive Parts Accessories and Services for Citywide Fleet Vehicles (Shereece George-Depusoir, Chief Procurement Officer)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK CONTRACT WITH ADVANCE STORES COMPANY, INC. DBA ADVANCE AUTO PARTS FOR THE PURCHASE OF AUTOMOTIVE PARTS AND ACCESSORIES; IN AN ANNUAL ESTIMATED BUDGETED AMOUNT OF \$60,000; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

## Resolution No. R2025-22 Change Order for Afton Pumps Inc., for the Purchase of Pumps and Motors for NMB Water Production (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER WITH AFTON PUMPS, INC. FOR THE SOLE SOURCE PURCHASE OF PUMPS AND MOTORS IN AN ESTIMATED BUDGETED AMOUNT OF \$357,706, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION;

SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

## Resolution No. R2025-23 Approving an Agreement with Cooper General Corporation for the Purchase of Radio Consoles for the NMB Police Department (Ricardo Castillo, Chief Information Officer)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PIGGYBACK CONTRACT BETWEEN THE CITY AND COOPER-GENERAL CORPORATION, FOR THE PURCHASE OF RADIO CONSOLES IN COMMUNICATION; IN A BUDGETED AMOUNT OF \$92,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

## Resolution No. R2025-24 Approving an Agreement with Grainger, Inc. for the Purchase of Citywide Facilities Maintenance, Repair & Operations (MRO) & Industrial Supplies (Shereece George-Depusoir, Chief Procurement Officer)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PIGGYBACK CONTRACT BETWEEN THE CITY AND W.W. GRAINGER, INC. FOR THE PURCHASE OF CITYWIDE FACILITIES MAINTENANCE, REPAIR & OPERATIONS (MRO) & INDUSTRIAL SUPPLIES; FOR AN ESTIMATED ANNUAL BUDGETED AMOUNT OF \$350,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

## Resolution No. R2025-25 Approving an Agreement with Insight Public Sector for Technology Products & Related Services (Ricardo Castillo, Chief Information Officer)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PIGGYBACK CONTRACT BETWEEN THE CITY AND INSIGHT PUBLIC SECTOR FOR TECHNOLOGY PRODUCTS & RELATED SERVICES; IN AN ESTIMATED ANNUAL BUDGETED AMOUNT OF \$500,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

## Resolution No. R2025-26 Approving an Agreement with Multiple Vendors for the Purchase of Safety Shoes (Shereece George-Depusoir, Chief Procurement Officer)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PIGGYBACK CONTRACT BETWEEN THE CITY AND MULTIPLE VENDORS, FOR THE PURCHASE OF SAFETY SHOES AND BOOTS; IN A TOTAL ESTIMATED BUDGETED AMOUNT OF \$125,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS

RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

## Resolution No. R2025-27 Change Order for Tropic Fence for Citywide Fence Repairs (Shereece George-Depusoir, Chief Procurement Officer)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK CONTRACT BETWEEN THE CITY AND TROPIC FENCE, INC. FOR THE PURCHASE OF FENCE INSTALLATION AND MAINTENANCE SERVICES; IN AN ESTIMATED ANNUAL BUDGETED AMOUNT OF \$80,000; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

## Resolution No. R2025-28 Approving a Purchase Order with Water Treatment & Controls, Inc., for the Purchase of Various Pumps, Motors, Parts, and Services (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER WITH WATER TREATMENT & CONTROLS, INC. DBA WATER TREATMENT AND CONTROLS FOR THE PURCHASE OF VARIOUS PUMPS, MOTORS, PARTS AND SERVICES IN AN ESTIMATED BUDGETED AMOUNT OF \$68,287.00 AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

## Resolution No. R2025-29 Authorizing Partnership with the Miami-Dade County Office of the Tax Collector and The Clerk of the Court and Comptroller of Miami-Dade County (Mayor Michael Joseph)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING PARTNERSHIP WITH THE MIAMI-DADE COUNTY OFFICE OF THE TAX COLLECTOR AND THE CLERK OF THE COURT AND COMPTROLLER OF MIAMI-DADE COUNTY; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution No. R2025-30 Approve Submittal of Evaluation and Appraisal Review (EAR) Letter for the Comprehensive Plan as Required by State Statute (Zafar Ahmed, Community Development Director) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING THE EVALUATION AND APPRAISAL REVIEW LETTER IN ACCORDANCE WITH SECTION 163.3191, FLORIDA STATUTES, AND AUTHORIZING THE TRANSMITTAL OF THE LETTER TO THE FLORIDA

DEPARTMENT OF COMMERCE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution No. R2025-31 Authorizing the City of North Miami Beach to Enterinto a Memorandum of Understanding with Jackson North Hospital to Promote Joint Health and Wellness Initiatives and to Enhance Services for the Community (Mayor Michael Joseph)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH JACKSON NORTH HOSPITAL TO PROMOTE JOINT HEALTH AND WELLNESS INITIATIVES AND TO ENHANCE SERVICES FOR THE COMMUNITY; AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE TERMS OF THE MOU FOR APPROVAL BY THE CITY COMMISSION; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY: AND PROVIDING FOR AN EFFECTIVE DATE.

**Motion** to **approve** the Consent Agenda made by Commissioner Chernoff, seconded by Commissioner Jean.

Voice Vote: **MOTION PASSED 5-0** with Vice Mayor Su and Commissioner Smith off the dais.

**Motion** to **approve** to move APPOINTMENTS to this point in the Commission Meeting made by Commissioner Smukler, seconded by Commissioner Chernoff.

Voice Vote: MOTION PASSED 6-0 with Vice Mayor Su off the dais.

**Motion** to **approve** the appointments of Mirielle Louis Charles to the Economic Development Commission, Louise Harkness to the Civil Service Board, and Irene Pilinger to the Civil Service Board made by Commissioner Smith, seconded by Commissioner Smukler.

Voice Vote: MOTION PASSED 6-0 with Vice Mayor Su off the dais.

### **LEGISLATION**

## Ordinance No. 2024-16 (Second Reading) Abandonment and Vacation Right of Ways and Easements (Zafar Ahmed, Community Development Director)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CITY OF NORTH MIAMI BEACH CODE BY AMENDING CHAPTER XVII, ENTITLED "STREETS AND SIDEWALKS," BY CREATING A NEW SECTION, SECTION 17-7 ENTITLED "ABANDONMENT AND VACATION OF RIGHT OF WAYS AND EASEMENTS"; TO PROVIDE A UNIFORM PROCEDURE FOR ABANDONMENTS AND VACATIONS OF CITY STREETS, ALLEYS, EASEMENTS, AND OTHER FEE OR NON-FEE PROPERTY INTEREST OF SIMILAR CHARACTER; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER ERRORS, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

City Manager Mario Diaz provided an explanation of Ordinance No. 2024-16 and stated that language regarding the request petition will be changed from signed by 60% to signed by 75% and owners are to be given information on tax adjustments and easements at the time of the petition.

**Motion** to **amend** Ordinance No. 2024-16 made by Vice Mayor Su, seconded by Commissioner Smith.

Voice Vote: **MOTION PASSED 6-0** with Commissioner Jean off the dais.

**Motion** to **approve** Ordinance No. 2024-16 made by Commissioner Fleurimond, seconded by Commissioner Smith.

Roll Call Vote: Chernoff - Yes, Fleurimond - Yes, Smith - Yes, Smuckler - Yes, Su - Yes, Joseph - Yes, Jean - Yes

**MOTION PASSED 7-0.** 

## Resolution No. R2025-09 Change Order for The Engineering Company, LLC for City Streetlight Repair Management, Upgrade Services and Development of City Traffic Calming Standards (Samuel Zamacona, Public Works Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH THE ENGINEERING COMPANY, LLC FOR THE PURCHASE OF TRANSPORTATION PROJECT ENGINEERING SERVICES; INCREASING THE ESTIMATED ANNUAL EXPENDITURE BY \$50,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-09 was withdrawn.

## Resolution No. R2025-18 Approving Task Order for Chen Moore and Associates for Engineering Services for Design of Traffic Calming Projects (Samuel Zamacona, Public Works Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING MULTIPLE TASK ORDERS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE STUDY & DESIGN OF TRAFFIC CALMING PROJECTS IN AN ESTIMATED AMOUNT OF \$598,640.00, WITH CHEN MOORE AND ASSOCIATES UNDER THE "CONTINUING SERVICES AGREEMENT" FOR PROFESSIONAL CONSULTING SERVICES; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-18 was withdrawn.

## Resolution No. R2025-19 Approving Firms Responding to Request for Qualifications RFQ-24-026-SG Recreational Complex Redevelopment Project Phase One (Shereece George Depusoir, Chief Procurement Officer)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE QUALIFIED SHORTLISTED FIRMS THAT

RESPONDED TO REQUEST FOR QUALIFICATIONS RFQ-24-026-SG RECREATIONAL COMPLEX REDEVELOPMENT PROJECT PHASE ONE: DEVELOPER PRE-QUALIFICATION; AND APPROVING THEIR EXCLUSIVE PARTICIPATION IN PHASE TWO OF THE PROJECT.

Chief Procurement Officer Shereece George Depusoir provided an explanation of Resolution R2025-19.

The Mayor and Commission discussed the proposed resolution with City staff.

**Motion** to **approve** Resolution R2025-19 made by Commissioner Fleurimond, seconded by Commissioner Smith.

Roll Call Vote: Fleurimond - Yes, Jean - Yes, Smith - Yes, Smuckler - No, Chernoff - Yes, Su - Yes, Joseph - Yes

MOTION PASSED 6-1 with Commissioner Smukler opposed.

Resolution No. R2025-32 Approving Work Order #5 and Authorizing the Issuance of a Notice to Proceed Relating to Work Order #5 to Black & Veatch Corporation to Provide Ongoing Program Management and Staff Augmentation (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING WORK ORDER #5 AND AUTHORIZING THE ISSUANCE OF A NOTICE TO PROCEED RELATING TO WORK ORDER #5 TO BLACK & VEATCH CORPORATION TO PROVIDE ONGOING PROGRAM MANAGEMENT AND STAFF AUGMENTATION IN AN AMOUNT NOT TO EXCEED \$2,387,892.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Director of NMB Water Hamid Nikvan provided an explanation of Resolution R2025-32.

The Mayor and Commission discussed the proposed resolution with City staff.

**Motion** to **amend** Resolution R2025-32 to approve \$450,000 and give staff 60 days to present a plan regarding consulting with Black and Veatch made by Commissioner Fleurimond, seconded by Mayor Joseph.

Voice Vote: MOTION PASSED 6-1 with Commissioner Chernoff opposed.

### **BUSINESS TAX RECEIPTS**

Assistant Director of Community Development Mitchell Austin presented a Business Tax receipt request from Dean's Gold to renew the extension of hours and stated that City staff recommends approval. Deputy Chief of Police Stuart Nichols provided information regarding incidents at the establishment over the past year.

**Motion** to **approve** the request made by Commissioner Chernoff, seconded by Commissioner Smukler. Voice Vote: **MOTION PASSED 6-0** with Commissioner Fleurimond off the dais.

### **DISCUSSION ITEMS**

Mayor Joseph stated that a centennial committee/board should be created for the upcoming 100<sup>th</sup> anniversary of the City and each member of the Commission should appoint one person and directed City staff to prepare the criteria. Vice Mayor Su suggested the option of having an event organizer/planner and Commissioner Smith talked about the budget.

**Motion** to **approve** to eliminate trolley service that goes outside of North Miami Beach or receive funding from Miami-Dade County and Aventura made by Commissioner Smith, seconded by Vice Mayor Su.

The Mayor and Commission discussed the trolley service and a study. City Manager Mario Diaz stated that staff will soon be meeting with the trolley vendor regarding advertising and potential agreement changes. Commissioner Smith withdrew the motion.

Vice Mayor Su discussed the formation of a Charter Review Committee and City staff explained the process.

### **CITY MANAGER'S REPORT**

City Manager Mario Diaz provided an update regarding the Miami Gardens settlement claims.

Director of Capital Improvement Projects (CIP) Aurelio Carmenates provided an update regarding Washington Park.

Chief of Staff Marline Monestime provided an update regarding the American Rescue Plan Act (ARPA) fund obligations.

### **ADJOURNMENT**

The meeting was adjourned at 10:09pm.

ATTEST:		
		(SEAL)
Andrise Bernard, MMC, City Clerk		



City of North Miami Beach 17011 NE 19 Avenue North Miami Beach, Fl 33162 305-947-7581 www.citynmb.com

#### **MEMORANDUM**

**TO:** Mayor and City Commission

**FROM:** Shereece George-Depusoir, Chief Procurement Officer

VIA: Mario A. Diaz, City Manager

**DATE:** March 18, 2025

**RE:** Resolution No. R2025-33 Approving an Agreement with Multiple Vendors for the Purchase of Police Uniforms and Accessories (Shereece George-Depusoir, Chief Procurement Officer)

### **Description**

The City of North Miami Beach Police Department (NMBPD) purchases its uniform apparel and related accessories from multiple vendors through a piggyback contract with Broward County Public Schools, under ITB FY23-269 Employee Uniforms & School Apparel. The multi-vendor contract includes the following vendors: In Unison School Apparel, LLC, Jostens, Inc dba Neff, Omega Marketing Group dba Uniform Wizard, Probiz Products LLC, Smart Source, LLC, The Players Connection of Florida, LLC, Three60printing, LLC This contract, effective from May 1, 2023, through April 30, 2026, includes an option to renew for two (2) additional one-year periods through 2028.

## BACKGROUND ANALYSIS:

Under the terms of the IUPA contract, each officer requires five (5) shirts and three (3) pairs of pants annually on an as-needed basis. This contract facilitates the purchase of various employee uniforms, including pants, T-shirts, and polo shirts, all available with optional embroidery or logos. Each employee receives uniforms on an as-needed basis. The contracted vendors offer a catalog with a fixed percentage discount off the price list. The City of North Miami Beach would like to use this multiple vendor contract to purchase uniforms and accessories for NMBPD staff and for this, an annual budget allocation of \$60,000 is required to fulfill these uniform needs.

RECOMMENDATION: The Police Department of North Miami Beach Chief and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to purchase Police Uniforms and accessories in an annual budgeted amount not to exceed \$60,000.

### **IMPACT:**

FISCAL/BUDGETARY Requesting a Purchase Order for an amount not to exceed \$60,000 as approved in the adopted FY25 budget appropriation.

### ATTACHMENTS:

### Description

- D Multiple Vendors Resolution
- D Police Uniforms\_Exhibit A

#### **RESOLUTION NO. 2025-**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK CONTRACT BETWEEN THE CITY & MULTIPLE VENDORS FOR POLICE UNIFORMS & ACCESSORIES; FOR AN ESTIMATED ANNUAL BUDGETED AMOUNT NOT TO EXCEED \$60,000; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

**WHEREAS,** Broward County Public Schools awarded Contract ITB No. FY23-269 Employee Uniforms & School Apparel to multiple vendors for a three-year term effective May 1, 2023, through April 30, 2026, with the option to renew for two one-year periods ("Piggyback Contract").

WHEREAS, the North Miami Beach Police Department requires \$60,000 annually for the purchase of police uniform and accessories consisting of pants, t-shirts, and polo shirts with embroidery or logo. Under the terms of the International Union of Police Associations (IUPA) police union contract with the City, each employee receives uniforms on an as-needed basis. Each vendor catalog offers a fixed percentage discount off the list price; and

**WHEREAS**, the City shall purchase uniforms and apparel through the Broward County contract, in accordance with the terms, conditions and pricing of the agreement and upon subsequent contract extensions; and

**WHEREAS,** pursuant to Section 3-3.14 of the City Code, the City Manager has the authority to approve purchases and awards up to fifty thousand dollars (\$50,000), and any expenditure above this amount need to be presented to the Mayor and City Commission for approval; and

**WHEREAS**, the City Manager and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to execute an agreement in an estimated annual budgeted amount not to exceed \$60,000 for the purchase of police uniforms and accessories; and

**WHEREAS**, the Mayor and City Commission believe it is in the best interests of the City to approve and authorize the City Manager or designee to execute an agreement with multiple vendors, in an estimated annual budgeted amount not to exceed \$60,000, for the purchase of police uniforms and accessories.

## NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

- <u>Section 1.</u> The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.
- **Section 2.** The multi-vendor contract, in substantially the form attached as Exhibit "A," for an estimated annual budgeted amount not to exceed \$60,000, for the purchase of police uniforms and accessories, subject to budget appropriation and availability of funds is hereby approved.
- **Section 3.** The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.
- **Section 4.** All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.
- <u>Section 5.</u> Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.
- <u>Section 6.</u> If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.
  - **Section 7.** This Resolution shall take effect immediately upon adoption.

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ATTEST:		
ANDRISE BERNARD, MMC	MICHAEL JOSEPH	
CITY CLERK	MAYOR	
(CITY SEAL)		
APPROVED AS TO FORM AND LEGA	AL SUFFICIENCY FOR THE USE	
AND RELIANCE OF THE CITY OF NO	ORTH MIAMI BEACH ONLY:	
GREENSPOON MARDER, LLP.		
GREENSI OON WARDER, EEI .		
By:		
CITY ATTORNEYS		

Sponsored by: Mayor & Commission

 $APPROVED\ AND\ ADOPTED\ \ \ \ by\ the\ City\ of\ North\ Miami\ Beach\ City\ Commission\ at$  the regular meeting assembled this  $18^{th}\ day\ of\ March\ 2025.$ 

# City of North Miami Beach

### PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Revised 3.23.23

### Exhibit A

### PROCUREMENT MANAGEMENT DIVISION

	Red	questing Department:		Company Name:	
Secondary Contact Name: Secondary Contact E-mail: Company Phone: Secondary Contact E-mail: Company Phone: Secondary Contact E-mail: Secondary Contact E-mail: Secondary Contact E-mail: Secondary Contact E-mail: Secondary Contract Details    Company E-mail: Secondary E-mail: Secondar				Contact Name:Company Address:	
Secondary Contact E-mail: Company Phone: Company Fax: Vendor Registration #: Vendor Registration Registrati					
Department Phone:	Sec	condary Contact Name:			
Company E-mail:   Vendor Registration #:   Piggyback Contract Details	Sec	condary Contact E-mail:		Company Phone:	
Piggyback Contract Details  1. Contract Title:	Dep	partment Phone:		Company Fax:	
Piggyback Contract Details  1. Contract Title:  a. Awarding Agency  b. Solicitation #  c. Solicitation included? Yes   Awarded Letter included? Yes   Proposal/Quote from Company included? Yes    2. Description of the Scope of Service of This Contract:  3. Total Value of Contract: \$  4. Account Number(s): FY   FY    Contract Verification Information  5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes   No    6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes   No    7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes   No    If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).  Required Documents Checklist  Contract Explanation Memo   Solicitation   Award Letter   Proposal/Quote    Renewal Letter   Risk Manager Approved Insurance Certificate   Vendor Registration Form    Grant Information (only applicable if grant related purchase)  11. Provide details (expiration dates, special requirements, etc).    12. Will this require matching funds? Yes   No    13. Grant source?   Grant (dollar) amount?	Dep	partment Fax:		Company E-mail:	
a. Awarding Agency				Vendor Registrati	on #:
a. Awarding Agency	Pi٤	ggyback Contract Detai	ls		
c. Solicitation included? Yes  Awarded Letter included? Yes  Proposal/Quote from Company included? Yes    2. Description of the Scope of Service of This Contract:    3. Total Value of Contract:    4. Account Number(s): FY	1.	Contract Title:			
2. Description of the Scope of Service of This Contract:  3. Total Value of Contract: \$		a. Awarding Agency		<b>b</b> . Solicit	ation #
3. Total Value of Contract: \$		c. Solicitation included? Yes	■ Awarded Letter included?	Yes ☐ Proposal/Quote fro	m Company included? Yes 📮
4. Account Number(s): FY	2.	Description of the Scope of S	Service of This Contract:		
Contract Verification Information  5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes	3.	Total Value of Contract: \$			
5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes	4.	Account Number(s): FY	_	FY	
required product / service? Yes  No    6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes  No    7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes  No    If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).  Required Documents Checklist  Contract Explanation Memo  Solicitation  Award Letter  Proposal/Quote    Renewal Letter  Risk Manager Approved Insurance Certificate  Vendor Registration Form    Grant Information (only applicable if grant related purchase)  11. Provide details (expiration dates, special requirements, etc).    12. Will this require matching funds? Yes  No    Grant (dollar) amount?    Grant source?    Grant (dollar) amount?     Grant information (only applicable in grant (dollar) amount?    Grant information (only applicable in grant (dollar) amount?    Grant (dollar) amount?    Grant information (only applicable in grant (dollar) amount?    Grant information	Со	entract Verification Info	rmation		
6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes  No  7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes  No  1. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes  No  1. No  1. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes  No  1. No  1. Would this purchase attach a draft maintenance plan which includes cost estimates and funding sources(s).  Required Documents Checklist  Contract Explanation Memo  Solicitation  Award Letter  Proposal/Quote  Vendor Registration Form    Grant Information (only applicable if grant related purchase)  11. Provide details (expiration dates, special requirements, etc).  Yendor Registration funds? Yes  No  1. No  1. Yendor Registration funds? Yes  No  1. No  1. Yendor Registration funds? Yes  No  1. Yend	5.	Were alternative contracts e	valuated to determine that the	City is obtaining the most a	advantageous contract pricing for the
vendor or create a specific vendor as sole source provider for the related items? Yes  No    7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes  No    If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).  Required Documents Checklist  Contract Explanation Memo  Solicitation  Award Letter  Proposal/Quote    Renewal Letter  Risk Manager Approved Insurance Certificate  Vendor Registration Form    Grant Information (only applicable if grant related purchase)  11. Provide details (expiration dates, special requirements, etc).    12. Will this require matching funds? Yes  No    Grant (dollar) amount?    Grant Source?    Grant (dollar) amount?    Grant information or create a specific vendor are not included in the initial purchase? Yes  No    No    Grant Source?    Grant (dollar) amount?    Grant Source?    Grant Source Sucretal		required product / service?	Yes 🔲 No 🔲		
If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).  Required Documents Checklist  Contract Explanation Memo	6.				
Contract Explanation Memo  Solicitation  Award Letter  Proposal/Quote  Vendor Registration Form    Grant Information (only applicable if grant related purchase)  11. Provide details (expiration dates, special requirements, etc).    12. Will this require matching funds? Yes  No    Grant (dollar) amount?    Grant Source? Grant (dollar) amount?	7.				
Renewal Letter	Re	equired Documents Che	ecklist		
Grant Information (only applicable if grant related purchase)  11. Provide details (expiration dates, special requirements, etc)	Cor	ntract Explanation Memo 🗖	Solicitation	Award Letter 🗖	Proposal/Quote 📮
11. Provide details (expiration dates, special requirements, etc)	Rer	newal Letter 🗆 Ris	sk Manager Approved Insurand	ce Certificate 🖵	Vendor Registration Form □
12. Will this require matching funds? Yes  No  Grant source? Grant (dollar) amount?	Gr	ant Information (only ap	plicable if grant related pur	chase)	
13. Grant source? Grant (dollar) amount?	11.	Provide details (expiration date	tes, special requirements, etc)		
	12.	Will this require matching fun	ds? Yes □ No □		
14. Complete an advanced search of the vendor recommended for award on the federal governments system for Award Managemen	13.	Grant source?	Grant (dollar) a	amount?	
	14.	Complete an advanced search	h of the vendor recommended	for award on the federal go	vernments system for Award Management
at www.sam.gov. Attach a copy of the results.		at www.sam.gov. Attach a co	py of the results.		

	Approved	Date
Form Prepared By:		·
Department Director:		
Chief Procurement Officer: (Purchases/Contract up to \$2	5,000.00)	
City Manager: (Purchases/Contracts up to \$	50,000.00)	

Data

Purchases/Contracts exceeding \$50,000.00 will be placed on the next Commission Agenda pending Procurement review

#### 3-4.3 Use of Other Governmental Entities' Contracts

Annroyad

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.





### PROCUREMENT MANAGEMENT DIVISION

TO:	<b>Mario A. Diaz</b> City Manager	
VIA:	Shereece George Chief Procurement Officer	
FROM:		
	Name	
	Title/Department	
DATE:		
RE:		
Fiscal Am	ount not to Exceed: \$	Vendor #
Purpose (I	How does it align with City NMB Strategic Plan?):	:
		·
Backgroui	nd:	
Recomme	ndation:	
Fiscal Imp	act / Account Number(s):	
Contact Pe	oreon(e):	
Contact Pe	#150H(5).	

### **PROCUREMENT & WAREHOUSING SERVICES**

PRO 7720 WE EMAIL: E

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505 EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS

#### **CONTRACT AWARD DETAILS**

Contract Number: FY23-269 (Previous Contract Number: 19-002V)
Contract Title: Employee Uniforms & School Apparel (Catalog)

Bid Type: Invitation to Bid (ITB)

Commodity: BOP (Business Operations Products)

Material Group: 20092 – Uniforms, Work Clothes; 201 – Clothing & Access

Contract Value: \$2,861,578

Contract Start Date: May 1, 2023
Contract Expiration Date: April 30, 2026
Renewal Options: Two 1-Year Periods

### **Broward County School Board Point of Contact Information:**

Procurement Department			
For contract, pricing, fulfillment, quality concerns or questions email:	For purchase order processing, requisition, purchase order status questions or concerns email:		
Thais Souza Purchasing Agent II tsouza@browardschools.com 754-321-0541	Marvlette Mccloud Purchasing Specialist marvlette.mccloud@browardschools.com 754-321-0537		

Department Name			
DISTRICT-WIDE			

### Background:

This contract is used to purchase employee uniforms and school apparel that may consist of pants, T-shirts, polo shirts with embroidery or logo, and any additional uniform-type apparel via a vendor catalog with a single, fixed percentage discount off a price list.

### **Awarded Vendor and Contract Pricing**

Please use Contact Information for awarded vendors below:

Awarded Vendor's Information	Awarded Vendor's Information
Vendor #139627	Vendor #133385
Corporate Images Inc (dba Soflo Promo)	Custom Sportswear, Inc.
Contact: Justin Montgomery	Contact: Ron Duzenski
PO BOX 290422, Davie, FL 33329	8 Enterprise Court, Sewell, NJ 08080
Phone: 786-457-2990	Phone: 800-697-0330
Email: JUSTIN@SOFLO.PROMO	Email: bids@customsportswear.net

This document is not designed to provide a detailed overview of individual contracts or considered an in depth comprehensive set of instructions. Refer to the Bid Solicitation/ Invitation to Bid for contractual terms and conditions. Additional supporting documentation will be supplied upon request.



### **PROCUREMENT & WAREHOUSING SERVICES**

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Awarded Vendor's Information	Awarded Vendor's Information
Vendor #141371 In Unison School Apparel, LLC	Vendor #106379 Jostens, Inc. (dba Neff)
Contact: Ellis Stone 2085 N. University Dr., Sunrise, FL 33322 Phone: 954-749-3340 Email: ellis@inunisonapparel.com  Invoicing Contact: Patricia Stone Phone: 954-749-3340 Email: unvoices@inunisonkids.com	Contact: Rob Lear 7760 France Ave. S., Suite 400, Minneapolis, MN 55435 Phone: 561-309-7069 Email: rob.lear@jostens.com  Customer Service: 800-232-6333 Email: neffpoadmin@jostens.com
Vendor #TBD Omega Marketing Group Inc (dba Uniform Wizard)  Contact: Vilmarie Montanez 826 N Hoagland Blvd Phone: 407-847-8888 Email: a-p@uniformwizard.com	Vendor #140857 Probiz Products LLC  Sales Contact: Richard Smith 350 N. Orleans suite 9000N, Chicago, IL 60654 Phone: 630-537-9400 Email: R.smith@probizproducts.com  Invoicing Contact: Joni Phone: 312-961-4513 Email: J.lewandowski@probizproducts.com
Vendor #144345 Smart Source, LLC  Contact: Norm Cantelm 7270 McGinnis Ferry Road, Suwanee, GA 30024 Phone: 954-583-4351 ext 225 Phone: 954-557-3432 Email: ncantelm@smartsourcellc.com	Vendor #112350 The Player's Connection of Florida, LLC  Sales Contact: Stacy Torres 18654 NW 67 <sup>th</sup> Avenue, Hialeah, FL 33015 Phone: 954-916-1171 Email: stacy@playersconnectionflorida.com  Invoicing Contact: Juan Chauta Phone: 954-916-1171 Email: sales@playersconnectionflorida.com
Vendor #123498 Three60printing, LLC  Contact: Omar Turral PO Box 8142, Fort Launderdale, FL 33310 Phone: 954-271-2701 Email: omar@three60printing.com	

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### **PROCUREMENT & WAREHOUSING SERVICES**



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### <u>Primary Awarded Vendors</u>: The following vendors must be the department's first choice for the corresponding catalog.

Item #	Manufacturer - List Name of Catalog(s)/ Price list(s)	Primary Awardee	Single Fixed % Discount	Catalog/ Price List Website
1	School Spirit by Custom Sportswear Inc	Custom Sportswear, Inc	0%	www.customsportswear.net
2	Field Day by Custom Sportswear Inc	Smart Source, LLC	0%	
3	Alpha Broder	The Player's Connection of Florida, LLC	25%	www.primeline.com
4	Augusta Sportswear	The Player's Connection of Florida, LLC	25%	https://www.augustasportswear.com/
5	Classroom Uniforms	The Player's Connection of Florida, LLC	25%	http://classroomuniforms.com
6	Holloway	The Player's Connection of Florida, LLC	25%	https://www.augustasportswear.com/
7	In Unison Apparel	In Unison School Apparel, LLC	10%	http://inunison.espwebsite.com
8	In Unison Embroidery	In Unison School Apparel, LLC	0%	https://www.dropbox.com/s/
9	In Unison Screen Printing	In Unison School Apparel, LLC	0%	https://www.dropbox.com/s/
10	S&S Activewear	Probiz Products	28%	https://viewer.zoomcatalog.com/s-
12	Stani	In Unison School Apparel, LLC	25%	https://stani.com/
13	TSF Sportswear	The Player's Connection of Florida, LLC	20%	https://www.sportswearcollection.com
14	VF Imagewear – Red Kap	The Player's Connection of Florida, LLC	25%	https://www.redkap.com/
15	Neff Motivation Apparel	The Player's Connection of Florida, LLC	5%	https://www.neffco.com/
18	Cherokee Group	The Player's Connection of Florida, LLC	20%	www.dickies.com
19	Dickies	The Player's Connection of Florida, LLC	20%	www.dickies.com
20	High Five Sportswear	The Player's Connection of Florida, LLC	20%	https://www.augustasportswear.com/
21	Lands End	The Player's Connection of Florida, LLC	0%	www.landsend.com
22	The Player's Connection of Florida	The Player's Connection of Florida, LLC	15%	www.theplayersconnectionofflorida.com

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23	SanMar	The Player's Connection of Florida, LLC	25%	https://catalog.companycasuals.com/
24	French Toast Uniforms	In Unison School Apparel, LLC	15%	www.frenchtoast.com
25	Three60Printing	Three60printing, LLC	15%	www.three60printing.com
26	TSC Apparel	The Player's Connection of Florida, LLC	20%	www.tscapparel.com
28	5.11 Tactical	In Unison School Apparel, LLC	15%	www.511tactical.com
29	Rothco	In Unison School Apparel, LLC	15%	www.rothco.com
30	Otto Caps	In Unison School Apparel, LLC	20%	www.ottocaps.com
31	TruSpec	The Player's Connection of Florida, LLC	20%	www.truspec.com
32	Safariland	The Player's Connection of Florida, LLC	20%	www.safariland.com
33	Blackinton	The Player's Connection of Florida, LLC	20%	www.blackinton.com
34	Smith Warren	In Unison School Apparel, LLC	20%	www.smithwarren.com
35	Horace Small	The Player's Connection of Florida, LLC	20%	www.horacesmall.com
36	Thorogood	In Unison School Apparel, LLC	15%	www.thorogoodusa.com
37	First Tactical	In Unison School Apparel, LLC	15%	https://www.firsttactical.com/
38	Propper Uniforms	The Player's Connection of Florida, LLC	20%	www.propperuniforms.com
39	Edwards Garments	The Player's Connection of Florida, LLC	20%	https://www.edwardsgarment.com/
40	Perry Ellis	The Player's Connection of Florida, LLC	10%	www.perryellis.com
41	Cutter Buck	Smart Source, LLC	25%	https://www.cbcorporate.com/
42	BAW Apparel	Smart Source, LLC	20%	https://www.bawonline.com/
43	Callaway Apparel	Corporate Images Inc (d/b/a Soflo Promo)	20%	
45	Delta Apparel	The Player's Connection of Florida, LLC	20%	https://www.deltaapparel.com/
46	A4	The Player's Connection of Florida, LLC	25%	https://www.a4.com/
47	Badger	Probiz Products LLC	27%	https://www.foundersport.com/service/catalog/



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<u>Alternate Awarded Vendors</u>: These vendors can only be used in the event that the Primary Awardee can not supply the required product. In this case, please attach the backup paperwork from the Primary Awarded vendor for why they can not provide that particular item.

Item #	Manufacturer - List Name of Catalog(s)/ Price list(s)	Alternate Awardee	Single Fixed % Discount	Catalog/ Price List Website
1	School Spirit by Custom Sportswear Inc	Smart Source, LLC	0%	
2	Field Day by Custom Sportswear Inc	Custom Sportswear, Inc	0%	www.customsportswear.net
3	Alpha Broder	Omega Marketing Group Inc (dba Uniform Wizard)	20%	www.alphabroder.com
4	Augusta Sportswear	Omega Marketing Group Inc (dba Uniform Wizard)	20%	www.augustasportswear.com
5	Classroom Uniforms	In Unison School Apparel, LLC	20%	http://www.classroomuniforms.com/
6	Holloway	Omega Marketing Group Inc (dba Uniform Wizard)	20%	www.augustasportswear.com
7	In Unison Apparel	Smart Source, LLC	0%	
8	In Unison Embroidery	Smart Source, LLC	0%	
9	In Unison Screen Printing	Smart Source, LLC	0%	
10	S&S Activewear	Omega Marketing Group Inc (dba Uniform Wizard)	20%	www.ssactivewear.com
12	Stani	Three60printing, LLC	10%	www.stanicorp.com
13	TSF Sportswear	Smart Source, LLC	0%	
14	VF Imagewear – Red Kap	In Unison School Apparel, LLC	20%	www.redkap.com
15	Neff Motivation Apparel	Jostens, Inc (dba Neff)	5%	www.neffco.com
18	Cherokee Group	Three60printing, LLC	10%	<u>www.sanmar.com</u>
19	Dickies	In Unison School Apparel, LLC	20%	https://www.dickies.com/home
20	High Five Sportswear	Probiz Products LLC	25%	https://viewer.zoomcatalog.com/augusta- corporate-collection-2023-us/page/1
21	Lands End	Smart Source, LLC	0%	
22	The Player's Connection of Florida	Smart Source, LLC	0%	
23	SanMar	In Unison School Apparel, LLC	25%	https://www.sanmar.com/
24	French Toast Uniforms	Three60printing, LLC	12%	www.frenchtoast.com



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25	Three60Printing	Smart Source, LLC	0%	
26	TSC Apparel	Three60printing, LLC	10%	www.ssactivewear.com
28	5.11 Tactical	Three60printing, LLC	10%	www.three60printing.com
29	Rothco	The Player's Connection of Florida, LLC	10%	www.rothco.com
30	Otto Caps	Three60printing, LLC	12%	www.ottocap.com
31	TruSpec	In Unison School Apparel, LLC	15%	www.truspec.com
32	Safariland	In Unison School Apparel, LLC	10%	www.safariland.com
33	Blackinton	In Unison School Apparel, LLC	20%	www.blackinton.com
34	Smith Warren	The Player's Connection of Florida, LLC	10%	www.smithwarren.com
35	Horace Small	In Unison School Apparel, LLC	20%	www.horacesmall.com
36	Thorogood	The Player's Connection of Florida, LLC	5%	www.thorogoodusa.com
37	First Tactical	The Player's Connection of Florida, LLC	10%	www.firsttactical.com
38	Propper Uniforms	In Unison School Apparel, LLC	5%	https://www.propper.com/
39	Edwards Garments	In Unison School Apparel, LLC	15%	https://www.edwardsgarment.com/
40	Perry Ellis	Smart Source, LLC	0%	
41	Cutter Buck	The Player's Connection of Florida, LLC	5%	www.cutterbuck.com
42	BAW Apparel	Three60printing, LLC	10%	www.bawonline.com
43	Callaway Apparel	The Player's Connection of Florida, LLC	10%	www.callawayapparel.com
45	Delta Apparel	Corporate Images Inc (d/b/a Soflo Promo)	25%	N/A
46	A4	Probiz Products LLC	25%	https://viewer.zoomcatalog.com/a4- 2023/page/a
47	Badger	The Player's Connection of Florida, LLC	20%	https://www.foundersport.com/brand/badger/

#### S/M/WBE Goal and Vendors:

Certified MWBE	Certification Type	Exp Date
In Unison Apparel, LLC SWBE	SWBE	4/25/2024

PROCUREIVIEN I & VVAREHOUSING
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS

The Player's Connection of Florida, LLC	SMWBE - HA	5/07/2023
Three60printing, LLC	SMBE-AA	2/20/2025

#### **Delivery Requirements**

All Awardees shall provide **inside delivery, F.O.B. Destination** to the various SBBC locations within Broward County, Florida. SBBC's definition of "F.O.B. Destination" is Awardee retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to SBBC upon delivery and ownership by SBBC. All delivery, handling or other costs necessary to complete an order should be included in the single fixed percentage discount quoted. SBBC may, at their option, pick-up items from Awardees place of business. Catalog items which are picked up shall be priced in accordance with the percentage discount quoted in this bid or at a lower price in accordance with response to the Additional Information Sheet.

#### Method of Award (MOA):

This contract was competitively solicited and awarded by item to a primary and one alternate vendor, based on the highest fixed percentage discount off a price list/ manufacturer's suggested retail pricelist (MSRP).

#### How to use this Bid:

Before placing an order, SBBC locations in need of items as described in this bid, shall contact an Awardee to request a quote. These quotes shall follow the terms and conditions of the bid and must state, as a minimum: a complete description of the item including the name of the manufacturer, the list price, and the discount amount corresponding with the percentage awarded on the bid. If there is any customization to the apparel, the corresponding price should be in a separate line of the quote. The prices applicable to any purchase order are those that were in effect on the date of issuance of the purchase order.

To ensure timely and proper handling of orders, and also for prompt communications from the vendor regarding order status, please enter the following in the "**TEXT TO PRINT**" area of the requisition:

- Delivery site address
- Name of the contact person at the delivery site
- Telephone number and email of the contact person at the delivery site
- Additional delivery instructions (e.g. "Delivery to Second Floor")

When the user is ready to place an order, the detailed quote/estimate needs to be attached to the requisition reflecting the price and corresponding catalog discount.

#### **Contract Addendum and Contract Change Log**

The primary purpose of the log is to record/track each procurement action from the date of initial award (this includes amendments, modifications, addition/deletion of award items, transfer of funds between agreements, contract modifications, contract renewals, pre-qualification and/or MWBE certification of vendors, vendor information changes, etc. This log eliminates the requirement to issue separate award sheet addendum.

The following amendments/changes have been implemented subsequent to the award of this contract.

Event No.	Date Issued	Description	Purchasing Agent
1	04/11/23	Award Approved by the School Board on 04/11/2023. Agenda Item OO-12	Thais Souza



City of North Miami Beach 17011 NE 19 Avenue North Miami Beach, Fl 33162 305-947-7581 www.citynmb.com

#### MEMORANDUM

TO: Mayor and City Commission
FROM: Danny Ozuna, Building Official
VIA: Mario A. Diaz, City Manager

**DATE:** March 18, 2025

**RE:** Resolution No. R2025-34 Approving an Agreement with CAP Government, Inc. for Plans Review, Inspection & Professional Services (Danny Ozuna, Building Official)

#### **Description**

The City of North Miami Beach plans to utilize the services of C.A.P Government for various field Services through City of Miami contract – IFB No. 1664387 Plans Review, Inspection and Professional Services for a two-year term, effective from January 22, 2024, through January 21, 2026. The agreement includes an option to renew for 2 additional two-year periods.

#### BACKGROUND ANALYSIS:

C.A.P. Government, Inc. is a leader in providing building plans review and inspection services. It provides the complete management and delivery of all building department operations, by fully staffing all necessary positions including Building Official, Plans Examiner, Inspectors, IT Support, Administrative Support, Municipal Code Enforcement and Planning & Zoning. Using tailored solutions, CAP provides clients with focused, needs-based building department solutions including administration, plans review, inspection, and code compliance services.

City of North Miami Beach would like to use CAP Government for building plans review and inspection services that include inspectors and other field staff at an hourly rate as per piggyback contract. The average monthly frequency of the service used by the city is less than 60 hours. CAP government rates are competitive and aligned with the market for professional engineering services of this nature.

Electrical Engineers are primarily used for plan review and inspections; however CAP provides licensed/certified personnel for several other disciplines should the City need to utilize.

RECOMMENDATION: The Building Official and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to approve a purchase order with CAP Government in an estimated annual budgeted amount not to exceed \$60,000 subject to budget appropriation.

#### FISCAL/ BUDGETARY **IMPACT:**

Requesting a Purchase Order in an amount not to exceed \$60,000 as adopted budget appropriation.

#### ATTACHMENTS:

#### Description

- D Resolution CAP Government
- D CAP Government Exhibit A

#### **RESOLUTION NO. 2025-**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PIGGYBACK CONTRACT BETWEEN THE CITY AND C.A.P. GOVERNMENT, INC. FOR PLANS REVIEW, INSPECTION & PROFESSIONAL SERVICES; IN AN ESTIMATED ANNUAL BUDGETED AMOUNT NOT TO EXCEED \$60,000; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

- **WHEREAS**, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and
- **WHEREAS,** Section 3-2.2 of the City of North Miami Beach Code of Ordinances ("Code") provides that the Chief Procurement Officer has the authority to join with other governmental entities in cooperative purchasing plans, when the best interests of the City would be served
- **WHEREAS,** City of Miami awarded IFB 1664387 Plans Review, Inspection and Professional Services to C.A.P. Government, Inc. for a two-year term effective January 22, 2024, through January 21, 2026, with the option to renew for two (2) additional two-year terms ("Piggyback Contract"); and
- **WHEREAS**, the City utilizes C.A.P. Government, Inc. for field services, including inspectors and field staff for plans review and building inspection services;
- **WHEREAS**, the City shall purchase from C.A.P. Government, Inc. through the City of Miami agreement, in accordance with the terms, conditions and pricing of the agreement and upon subsequent contract extensions; and
- **WHEREAS**, pursuant to Section 3-3.14 of the City Code, the City Manager has the authority to approve purchases and awards up to fifty thousand dollars (\$50,000), and any expenditures above this amount need to be presented to the Mayor and City Commission for approval; and
- **WHEREAS,** the City Manager and the Chief Procurement Officer recommend that the City Commission approve a Piggyback Contract in an estimated annual budgeted amount not to exceed \$60,000 for inspectors and field staff for plans review and building inspection services with C.A.P. Government, Inc.; and
- **WHEREAS**, the Mayor and City Commission determine it is in the best interests of the City to approve a Piggyback Contract in an estimated annual budgeted amount not to exceed \$60,000 for inspectors and field staff for plans review and building inspection services with CAP

Government, Inc.

# NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

- <u>Section 1.</u> The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.
- **Section 2.** The contract with C.A.P. Government, Inc. in substantially the form attached as "Exhibit A" for Field Services inspectors and field staff for plans review and building inspection services in an estimated annual budgeted amount not to exceed \$60,000 subject to budget appropriation and availability of funds, is hereby approved.
- **Section 3.** The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.
- **Section 4.** All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.
- <u>Section 5.</u> Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.
- **Section 6.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.
  - **Section 7.** This Resolution shall take effect immediately upon adoption.

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ATTEST:		
ANDRISE BERNARD, MMC	MICHAEL JOSEPH	
CITY CLERK	MAYOR	
(CITY SEAL)		
APPROVED AS TO FORM AND LEGA	AL SUFFICIENCY FOR THE USE	
AND RELIANCE OF THE CITY OF NO	ORTH MIAMI BEACH ONLY:	
GREENSPOON MARDER, LLP.		
GREENSI OON WARDER, EEI .		
By:		
CITY ATTORNEYS		

Sponsored by: Mayor & Commission

 $APPROVED\ AND\ ADOPTED\ \ \ \ by\ the\ City\ of\ North\ Miami\ Beach\ City\ Commission\ at$  the regular meeting assembled this  $18^{th}\ day\ of\ March\ 2025.$ 

# City of North Miami Beach

#### PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Revised 3.23.23

#### Exhibit A

#### PROCUREMENT MANAGEMENT DIVISION

Primary Contact Name:	Red	questing Department:		Company Name:		
Secondary Contact Name: Secondary Contact E-mail: Company Phone: Secondary Contact E-mail: Company Phone: Secondary Contact E-mail: Secondary Contact E-mail: Secondary Contact E-mail: Secondary Contact E-mail: Secondary Contract Details    Company E-mail: Secondary E-mail: Secondar	Prir	mary Contact Name:		Contact Name:		
Secondary Contact E-mail: Company Phone: Company Fax: Vendor Registration #: Vendor Registration Registrati	Prir	mary Contact E-mail:		Company Addres	s:	
Department Phone:	Sec	condary Contact Name:				
Company E-mail:   Vendor Registration #:   Piggyback Contract Details	Sec	condary Contact E-mail:		Company Phone:		
Piggyback Contract Details  1. Contract Title:	Dep	partment Phone:		Company Fax:		
Piggyback Contract Details  1. Contract Title:  a. Awarding Agency  b. Solicitation #	Dep	partment Fax:		Company E-mail:		
a. Awarding Agency				Vendor Registrati	on #:	
a. Awarding Agency	Pi٤	ggyback Contract Detai	ls			
c. Solicitation included? Yes  Awarded Letter included? Yes  Proposal/Quote from Company included? Yes    2. Description of the Scope of Service of This Contract:    3. Total Value of Contract:    4. Account Number(s): FY	1.	Contract Title:				
2. Description of the Scope of Service of This Contract:  3. Total Value of Contract: \$		a. Awarding Agency		<b>b</b> . Solicit	ation #	
3. Total Value of Contract: \$		c. Solicitation included? Yes	■ Awarded Letter included?	Yes ☐ Proposal/Quote fro	m Company included? Yes 📮	
4. Account Number(s): FY	2.	Description of the Scope of S	Service of This Contract:			
Contract Verification Information  5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes	3.	Total Value of Contract: \$				
5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes	4.	Account Number(s): FY	_	FY		
required product / service? Yes  No    6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes  No    7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes  No    If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).  Required Documents Checklist  Contract Explanation Memo  Solicitation  Award Letter  Proposal/Quote    Renewal Letter  Risk Manager Approved Insurance Certificate  Vendor Registration Form    Grant Information (only applicable if grant related purchase)  11. Provide details (expiration dates, special requirements, etc).    12. Will this require matching funds? Yes  No    Grant (dollar) amount?    Grant source?    Grant (dollar) amount?     Grant information (only applicable in grant (dollar) amount?    Grant information (only applicable in grant (dollar) amount?    Grant (dollar) amount?    Grant information (only applicable in grant (dollar) amount?    Grant information	Со	entract Verification Info	rmation			
6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes  No  7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes  No  1. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes  No  1. No  1. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes  No  1. No  1. Would this purchase attach a draft maintenance plan which includes cost estimates and funding sources(s).  Required Documents Checklist  Contract Explanation Memo  Solicitation  Award Letter  Proposal/Quote  Vendor Registration Form    Grant Information (only applicable if grant related purchase)  11. Provide details (expiration dates, special requirements, etc).  Yendor Registration funds? Yes  No  1. No  1. Yendor Registration funds? Yes  No  1. No  1. Yendor Registration funds? Yes  No  1. Yend	5.	Were alternative contracts e	valuated to determine that the	City is obtaining the most a	advantageous contract pricing for the	
vendor or create a specific vendor as sole source provider for the related items? Yes  No    7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes  No    If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).  Required Documents Checklist  Contract Explanation Memo  Solicitation  Award Letter  Proposal/Quote    Renewal Letter  Risk Manager Approved Insurance Certificate  Vendor Registration Form    Grant Information (only applicable if grant related purchase)  11. Provide details (expiration dates, special requirements, etc).    12. Will this require matching funds? Yes  No    Grant (dollar) amount?    Grant Source?    Grant (dollar) amount?    Grant information or create a specific vendor are not included in the initial purchase? Yes  No    No    Grant Source?    Grant (dollar) amount?    Grant Source?    Grant Source Sucretal		required product / service?	Yes 🔲 No 🔲			
If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).  Required Documents Checklist  Contract Explanation Memo	6.					
Contract Explanation Memo  Solicitation  Award Letter  Proposal/Quote  Vendor Registration Form    Grant Information (only applicable if grant related purchase)  11. Provide details (expiration dates, special requirements, etc).    12. Will this require matching funds? Yes  No    Grant (dollar) amount?    Grant Source? Grant (dollar) amount?	7.					
Renewal Letter	Re	equired Documents Che	ecklist			
Grant Information (only applicable if grant related purchase)  11. Provide details (expiration dates, special requirements, etc)	Cor	ntract Explanation Memo 🗖	Solicitation	Award Letter 🗖	Proposal/Quote 📮	
11. Provide details (expiration dates, special requirements, etc)	Rer	newal Letter 🗆 Ris	sk Manager Approved Insurand	ce Certificate 🖵	Vendor Registration Form □	
12. Will this require matching funds? Yes  No  Grant source? Grant (dollar) amount?	Gr	ant Information (only ap	plicable if grant related pur	chase)		
13. Grant source? Grant (dollar) amount?	11.	Provide details (expiration date	tes, special requirements, etc)			
	12.	Will this require matching fun	ds? Yes □ No □			
14. Complete an advanced search of the vendor recommended for award on the federal governments system for Award Managemen	13.	Grant source?	Grant (dollar) a	amount?		
	14.	Complete an advanced search	h of the vendor recommended	for award on the federal go	vernments system for Award Management	
at www.sam.gov. Attach a copy of the results.		at www.sam.gov. Attach a co	py of the results.			

	Approved		Dale
Form Prepared By:		-	
Department Director:		-	
Chief Procurement Officer: (Purchases/Contract up to \$2	5,000.00)		
City Manager: (Purchases/Contracts up to \$	50,000.00)		

Data

Purchases/Contracts exceeding \$50,000.00 will be placed on the next Commission Agenda pending Procurement review

#### 3-4.3 Use of Other Governmental Entities' Contracts

Annroyad

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.





#### PROCUREMENT MANAGEMENT DIVISION

TO:	<b>Mario A. Diaz</b> City Manager	
VIA:	Shereece George Chief Procurement Officer	
FROM:		
	Name	
	Title/Department	
DATE:		
RE:		
Fiscal Am	ount not to Exceed: \$	Vendor #
Purpose (I	How does it align with City NMB Strategic Plan?):	:
		·
Backgroui	nd:	
Recomme	ndation:	
Fiscal Imp	act / Account Number(s):	
Contact Pe	oreon(e):	
Contact Pe	#150H(5).	



# Procurement Department

## **AMENDMENT NO. 2**

IFB NO.: 1664387(30)

**DESCRIPTION:** PLANS REVIEW, INSPECTION AND PROFESSIONAL

**SERVICES** 

TERM OF CONTRACT: TWO (2) YEARS WITH THE OPTION TO RENEW FOR TWO

(2) ADDITIONAL TWO (2) YEAR PERIODS

**CONTRACT PERIOD:** JANUARY 22, 2024 THROUGH JANUARY 21, 2026

COMMODITY CODE: 96847-00

#### SECTION #1 - VENDOR AWARD

(Primary Vendor)

PMM Consulting Engineers, Corp.

6262 Bird Rd., Suite 2D Miami, FL 33155

Contact: Paul Martinez Cell: (305) 215-8179

Phone: (305) 661-9918 x1201 **Fax:** (305) 675-2350 Email: pam1@pmmce.com

(Secondary Vendor)

C.A.P. Government, Inc. 343 Almeria Avenue Coral Gables, FL 33134 Contact: Carlos Penin

Cell: (305) 458-6000 Phone: (305) 448-1711 (305) 448-1712 Email: cap@capfla.com

#### SECTION #2 - AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

C.C. AWARD DATE: JANUARY 11, 2024

RESOLUTION NO: 24-0012 FILE ID: 15123 ANNUAL CONTRACT AMOUNT: N/A AMENDED AMOUNT:

N/A **INSURANCE REQUIREMENTS:** YES

PERFORMANCE BOND: APPLICABLE ORDINANCES:

N/A N/A

Notes: Pursuant to Section 2.24 Additions/Deletions of Suppliers/Facilities/Items/Services, the following services have been added to C.A.P. Government, Inc.

Surveyor and Mapper - \$100/Hourly Rate

#### **SECTION #3 - REQUESTING DEPARTMENT**

CITY OF MIAMI, BUILDING DEPARTMENT

Contract Administrator: Roberto Santana, Phone: (305) 416-2574 Contract Administrator: Jessica Iturrey, Phone: (305) 416-1146

CITY OF MIAMI, DEPARTMENT OF PUBLIC WORKS

Contract Administrator: Kathryn Cabrisas, Phone: (305) 416-1249

#### **SECTION #4 - PROCURING AGENCY**

CITY OF MIAMI, DEPARTMENT OF PROCUREMENT

Buyer: Eduardo Falcon Phone: (305) 416-1901

Prepared By: Aimee Gandarilla, 7/12/2024

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT: WWW. MIAMIGOV.COM/PROCUREMENT



City of North Miami Beach 17011 NE 19 Avenue North Miami Beach, Fl 33162 305-947-7581 www.citynmb.com

#### **MEMORANDUM**

**TO:** Mayor and City Commission

**FROM:** Zafar Ahmed, Community Development Director

**VIA:** Mario A. Diaz, City Manager

**DATE:** March 18, 2025

**RE:** Resolution No. R2025-35 Approving Task Order for The Corradino Group for Professional Engineering Services (Zafar Ahmed, Community Development Director)

#### **Description**

The City of North Miami Beach awarded contract no. RFQ-19-082-MC "Continuing Services Agreement for Architectural/Engineering, Landscape Architect and Surveying Services" to The Corradino Group for a three-year term effective December 29, 2020, through December 29, 2025, with two optional one-year renewal terms. The contract is in its second renewal and has been executed through December 29, 2025.

North Miami Beach received a grant fund of \$100,000 from the Miami-Dade Transportation Planning Organization to conduct a station area study, with a required \$45,000 match from the City. The grant was accepted by the City on October 15, 2024, via R2024-114.

# BACKGROUND ANALYSIS:

The Corradino Group has significant experience with Transit-Oriented Development (TOD) projects, such as the SMART Plan North Corridor, and leading the FDOT on the Broward Commuter Rail project. This experience will contribute to the successful development of the Master Plan, aligned with the City's needs and regulations.

The Community Development Department of North Miami Beach is requesting the services of the Corradino Group to develop a Master Plan for the FIU North Campus/Biscayne – North Miami Northeast Corridor station area. The plan will focus on transit-oriented development, including

land use and transportation analysis.

The City will receive the services in a three-phase approach to include discovery, analysis, and adoption. Each phase is important as they involve extensive research, engagement, compliance, cost estimates and more.

The NMB Community Development Department and Chief Procurement RECOMMENDATION: Officer recommend that the City Commission approve and authorize the City Manager or designee to approve the purchase with The Corradino Group in an estimated budgeted amount of \$145,000 for the purchase of a Master Plan Development for the FIU North Campus/Biscayne - North Miami Beach Northeast Corridor.

FISCAL/BUDGETARY Requesting a Purchase Order for an amount not to exceed \$145,000 as **IMPACT:** approved in the adopted budget appropriation, with \$100,000 funded through the Miami-Dade Transportation Planning Organization grant.

#### ATTACHMENTS:

#### Description

- D Resolution\_The Corradino Group
- D Corradino Staff Memo
- D Corradino Exhibit A
- D Corradino Exhibit A

#### **RESOLUTION NO. R2025--**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A TASK ORDER FOR PROFESSIONAL ENGINEERING SERVICES FOR THE NORTHEAST CORRIDOR STATION AREA MASTER PLAN DEVELOPMENT IN AN AMOUNT NOT TO EXCEED \$145,000.00, WITH THE CORRADINO GROUP UNDER THE "CONTINUING **SERVICES** AGREEMENT" **FOR** PROFESSIONAL CONSULTING SERVICES; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS: AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** pursuant to Chapter 166, Florida Statutes and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, on July 21, 2020, the City Commission approved Resolution R2020-62 for RFQ 19-082-MC "Continuing Services Agreement for Architectural/Engineering, Landscape Architect and Surveying Services." Subsequently, the City executed agreements with the ranked firms that met the qualifications and provided firm pricing under the solicitation specifications – including an agreement with The Corradino Group ("Corradino") on December 29, 2020, for a term of three (3) years, with two, one (1) year options to renew ("Continuing Services Agreement"). The second renewal year has been executed through December 29, 2025; and

**WHEREAS,** the City of North Miami Beach accepted a grant from the Miami-Dade Transportation Planning Organization ("Miami-Dade TPO") up to \$100,000 with a \$45,000 match from the City on October 15, 2024 (R2024-114) to conduct a station area study; and

WHEREAS, the Community Development Department is requesting professional engineering services for the development of a Master Plan for the FIU North Campus/Biscayne – North Miami Beach Northeast Corridor Station ("Master Plan Development"), aimed at addressing the City's need for planning future transit-oriented development, including land use and analysis, with The Corradino Group, at an estimated cost of \$145,000.00, funded through the Miami-Dade Transportation Planning Organization; and

**WHEREAS**, Section 3-3.14 of the Code of Ordinances City of North Miami Beach, Florida, 2008 (Code") provides that contracts more than fifty thousand dollars (\$50,000.00) shall be awarded by the City Commission; and

**WHEREAS,** the City Manager and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to approve a Task Order with The Corradino Group in an amount not to exceed \$145,000.00 for the Master Plan Development; and

**WHEREAS,** the Mayor and City Commission believe it is in the best interests of the City to authorize the City Manager or designee to approve a Task Order with The Corradino Group and execute a purchase order in a budgeted amount not to exceed \$145,000.00 for Master Plan Development.

# NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA:

- <u>Section 1.</u> The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.
- Section 2. The Task Order with The Corradino Group in an amount not to exceed \$145,000.00 for the Northeast Corridor Station Plan Master Plan Development, in substantially the form attached as Exhibit "A," is approved and the City Manager or designee is authorized to issue a purchase order and execute the Task Order on behalf of the City.
- **Section 3.** The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.
- **Section 4.** All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.
- <u>Section 5.</u> Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.
- Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.
  - **Section 7.** This Resolution shall take effect immediately upon adoption.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this 18 <sup>th</sup> day of March 2025.				
ATTEST:				
ANDRISE BERNARD, MMC CITY CLERK	MICHAEL JOSEPH MAYOR			
(CITY SEAL)				
APPROVED AS TO FORM AND LEGAL SUF AND RELIANCE OF THE CITY OF NORTH M				
GREENSPOON MARDER, LLP.				
By:				

Sponsored by: Mayor & Commission



# City of North Miami Beach, Florida

## **Community Development Department**

**TO:** Shereece George Depusoir, Procurement Department

FROM: Zafar Ahmed, Community Development

**DATE:** 3/3/2024

SUBJECT: Corradino Group Task Order- TOD Master Plan

The City desires to engage in the development of a Master Plan for the FIU North Campus/Biscayne - North Miami Beach Northeast Corridor station area to address the City's need for planning for future transit-oriented development, inclusive of land use and transportation analysis. This grant-funded project is important to the city as it seeks to create a vision and actionable plan for the area's future.

Corradino has extensive experience in planning for TODs, especially for the SMART Plan, having done the planning for the SMART Plan North Corridor, and leading the effort for FDOT on the Broward Commuter Rail project, which evaluated the stands for TODs as applied to the stations along that corridor.

We trust that Corradino Group is the best consulting team to provide a favorable execution of this project.



# City of North Miami Beach, Florida

## Community Development Department

Ms. Aileen Bouclè Miami-Dade Transportation Planning Organization 150 West Flagler Street Suite 1900 Miami, Florida 33130

January 12, 2024

Dear Ms. Bouclè:

The City of North Miami Beach is pleased to submit our application for a municipal grant for the project "FIU North Campus/Biscayne - North Miami Beach TOD Master Plan."

The City of North Miami is a rapidly growing city in northeast Miami-Dade County, and has long been active in long range planning with consideration of a commuter rail station in mind. Beginning in 2015, the City heavily invested in various studies and adopted new land use regulations for a commuter rail station at Biscayne Boulevard and NE 163<sup>rd</sup> Street as was planned by regional authorities at the time. These regulations had spurred development and site plans in support for higher densities needed to support transit oriented development (TOD) around the proposed Tri-Rail Coastal Link station, now part of the SMART Plan Northeast Corridor. Understanding now that a station is contemplated at NE 151<sup>st</sup> Street and Biscayne Boulevard, the City is seeking to continue its partnership with our regional agencies to address both land use and transportation needs for a new TOD area around this station.

We envision that this plan will promote regional connectivity, support mobility and access, enhance quality of life, and drive economic vitality around the planned station through linkages between land use and transportation and enhancement of first and last mile options in a Complete Streets/Complete Networks approach. These improvements, in turn, will feed into the success of the station and by extension, the success of the regional rail.

We appreciate the opportunity to continue to be a partner with our neighbors and the region and look forward to the Miami-Dade TPO's favorable review of our request. Should there be any questions, please don't hesitate to reach out to my office.

Sincerely,

Mario Diaz City Manager

City of North Miami Beach

Study Title: FIU North Campus/Biscayne - North Miami Beach TOD Master Plan

#### Project goals and objectives

History:

The City of North Miami Beach, from 2010 onwards, had initially provided in its long-range plans for a station to be placed at NE 163<sup>rd</sup> Street and Biscayne Boulevard, as part of a commuter rail system initially envisioned as the Tri-Rail Coastal Link. Around 2015, the City adopted a revised land use plan for approximately 0.58 square miles around the prior proposed station, which created new regulations aligned with a form-based, mixed-use approach centered on the station area, with highly increased density, lowered parking regulations, and an emphasis on creation of an activity center that would support regional commuter rail. These new mixed-use districts not only included land use but prescribed the specific complete streets and greenway network aspects of all major rights of way within the districts as well. These districts also included the complete network by assigning classifications of primary, secondary, tertiary, and alley to the roadways.

The City followed up on this initial rezoning with the development of a station area master plan for NE 163<sup>rd</sup> Street and Biscayne Boulevard in 2018, jointly funded by the City and through a Federal Transit Administration (FTA) Pilot Planning Grant funded project. The resulting study and master plan considered study ways to improve mobility and access, quality of life, and economic vitality around the planned Tri-Rail Coastal Link station in North Miami Beach. This station area plan was then incorporated into the Miami-Dade TPO's Northeast Corridor planning as well.

Subsequent to these efforts, a decision was made to instead locate a commuter rail station at NE 151<sup>st</sup> Street by Biscayne Boulevard (FIU North Campus/Biscayne station). The creation of the new commuter rail line service on the basis of the SMART Plan Northeast Corridor is estimated to start construction in 2025 and service is set to begin sometime in 2028. It is expected that a commuter rail system on the Northeast Corridor will have 54 trains daily.

However, given prior extensive efforts in investing in the prior TOD area, the newly determined and current station area does not have updated regulations for land use or for the implementation of facilities for first-last mile connectivity with regional transit. The majority of the station area is regulated as B-2 (light commercial) and B-4 (industrial) districts, with the B-4 district, the area immediately adjacent to the station area, having little to no sidewalks. No current master plan exists which will provide for guidelines to transform the district towards its future role as a transit-oriented district/station area, as the city had decided heavy resources into the other area previously designated in regional plans. While the County's Rapid Transit Zone and other ordinances contemplate density and height, the critical concepts that create place and identity, and ultimately contribute towards station area success, are much needed here. The City's transit circulator, funded through the Surtax, is also not completely aligned with this system.

#### The FIU North Campus/Biscayne - North Miami Beach TOD Master Plan

Through this project, we hope to change the reality for this area by first investing jointly with our regional partners and neighbors to create appropriate land use regulations and transportation infrastructure to support the new station. The following provides for the project goals and objectives for this effort.

#### Project Goals:

- 1. To create an area master plan for the FIU/Biscayne Station that will guide appropriate development.
- 2. To create a station area identity which will allow for better marketing, local development investment, and future use of the commuter rail station.
- 3. To enhance local transportation options and connectivity to the TOD to encourage transit use and provide increased regional connectivity for North Miami Beach area businesses and residents.

#### Objectives:

- 1. Evaluate and provide recommendations for land development regulation changes for the TOD to be adopted by the City.
- 2. Through a master planning and visioning process, build upon prior TPO efforts in land use planning and visioning to create a station area branding and placemaking to help drive further local investment. This effort may build upon the "music city" history of the area directly surrounding the proposed station area to create synergy with our neighboring city.
- 3. Create a context sensitive multimodal transportation network within the mobility hub as part of a greater network of pedestrian, bicycle, and transit links connecting to the City by providing for specific designation of right-of-way typologies and roadway classifications.
- 4. Identify critical junction points within the station area which need to be set aside as "rest points" for active transportation for future facilities and land use planning, or demonstration projects.
- 5. Create a list of multimodal projects for inclusion into future capital improvement programming.

#### Project Location:

Half-mile area from intersection located at NE 151<sup>st</sup> Street and Biscayne Boulevard adjusting for the proposed FIU/Biscayne station. Please refer to enclosed study area map.

As needed, this project will coordinate with Sunny Isles Beach and the Golden Glades Tri-Rail station on their shuttle routes outside of this 0.5 mile radius, and FIU on connectivity to their campus to the station area.

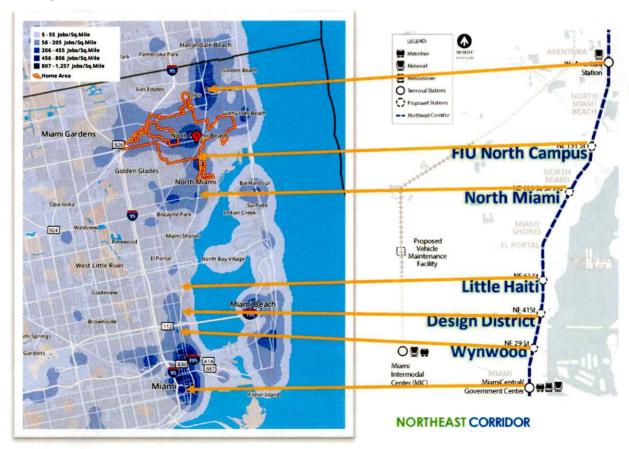


#### Benefits of the Study:

The study will provide the basis for proper planning of the new station area in order to guide appropriate multimodal infrastructure investment as well as create new land development regulations conducive to creation of an appropriate transit-oriented development district.

We expect that by being able to provide for specific regulations for land use and a corresponding, context sensitive complete streets approach, we can provide for new multimodal connectivity that will create a first and last mile network which will better connect our businesses and residents to the greater South Florida region.

A successful station is vital to North Miami Beach's future. Each day, over 15,000 of our residents leave the city to go to work. This 94% of our resident worker population primarily travel to Aventura, downtown Miami, North Miami, and Miami Beach for work. When compared to the station locations for the corridor, we note that the proposed service aligns with many of key destinations for the majority of our workforce. Providing opportunities for a modal shift here by create viable alternative travel options with increased connectivity will benefit our residents and businesses by creating viable choices over time that will provide relief for the heavily congested Biscayne Boulevard, Harriet Tubman Way, and NE 167th/163rd Street corridors. Additionally, the City is undertaking a citywide eeconomic development plan that will identify and align key policies and investments to position the City for future economic growth and diversification. The TOD will be an integral consideration within the City's economic development strategy of increased tourism, and workforce and business retention, attraction, and expansion.



We expect this project will provide positive impact to mobility and traffic circulation, including, among others:

- Complete streets
- First/Last mile connections
- Bicycle and pedestrian safety
- Alleviating traffic congestion
- o Transit supportive projects
- o Projects that enhance connectivity and accessibility
- o Integration of the SMART Program into the transportation network

This study will benefit local Complete Streets development by providing context sensitive typical right of way regulations which will help provide for new facilities as new development comes in. Further, as needed, capital improvements programming to provide for infill of missing links may also be conducted by the city as desired. As can be seen from the current aerial below, the area is completely missing sidewalks and crosswalks. The addition of such facilities as a result of planning from this project will only enhance local bicycle and pedestrian safety. By supporting linkages via these first and last mile facilities to support a major transit facility, connectivity and accessibility in the area and to the rest of the city will be enhanced. North Miami Beach is also home to major employment centers in the region, such as Jackson North, and connections cross city from the FIU North campus station to Golden Glades will provide additional regional connectivity to the airport as well. Additionally, this station area is 1.5 miles from the regional transit hub at the 163<sup>rd</sup> Street Mall.

As this directly relates to a SMART corridor, the enhancement of connectivity and accessibility will ensure integration of the station area and the SMART program into the transportation network.



#### Study proposed budget, itemizing requested amount and local match contribution:

#### The Study's proposed budget is \$145,000, with a \$45,000 local match (31%).

The proposed budget is based on the following enclosed scope, with the following tasks:

#### Phase I: Discovery

Task 1: Public Engagement

Task 2: Review of Background Studies

Task 3: Facilities Inventory

#### Phase II: Analysis

Task 4: Land Use and Placemaking Analysis

Task 5: Transportation Analysis

Task 5a: Multimodal Circulation Analysis

Task 5b: Safety Review

Task 5c: Complete Streets Approach

Task 5d: Access Management Standards

Task 5e: Alternatives and Gap Analysis

Task 6: Preliminary Recommendations, Project List and Cost Estimates

Task 7: Final Recommendations, Project List and Cost Estimates

#### Phase III: Adoption

Task 8: Draft and Final Report

Task 8a: TOD Vision and Branding

Task 8b: Land Use Plan

Task 8c: Multimodal Transportation Plan

Task 8d: Draft Ordinances

Task 9: Advisory Board Presentations (City and Miami-Dade TPO)

Task 10: Presentation and Public Hearing to North Miami Beach City Commission

#	Task Name	TPO	Local	Total
		Request	Match	Budget
1	Public Engagement	\$15,000	\$5,000	\$ 20,000
2	Review of Background Studies	\$2,500	\$2,500	\$ 5,000
3	Facilities Inventory	\$2,500	\$2,500	\$ 5,000
4	Land Use and Placemaking Analysis	\$16,000	\$11,500	\$ 27,500
5	Transportation Analysis	\$30,000	\$10,000	\$ 40,000
6	Preliminary Recommendations, Project List and Cost Estimates	\$10,000	\$5,000	\$ 15,000
7	Final Recommendations, Project List and Cost Estimates	\$7,500	\$2,500	\$ 10,000
8	Draft and Final Report	\$8,000	\$2,000	\$ 10,000
9	Advisory Board Presentations	\$3,500	\$1,500	\$ 5,000
10	Presentation and Public	\$5,000	\$2,500	\$ 7,500
	Hearing to the North Miami	**	veno	81
	Beach City Commission			
	Total	\$100,000	\$45,000	\$ 145,000

#### **Project Schedule:**

We anticipate the project schedule to run from September 2024 through December 2025, inclusive of public hearing and state coordinated review for Comprehensive Plan changes which must go through the State Coordinated review process and is subject to a 30 to 60 day additional review process, as well as preliminary land development updates. We expect that with public engagement, a public kick off will occur in month 2, with follow-up workshops/town halls in months 6, 9, and 10, before final presentations to the Planning and Zoning Board, and subsequently the City Commission beginning in month 12. As the TPO may require, the City is willing to work with our consultant for the TPO's updates to the various advisory committees throughout the process as well.

						Мо	nths	from	Noti	ce to	Proc	eed				
#	Task Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
- 1	Public Engagement															
2	Review of Background Studies		100													
3	Facilities Inventory															
4	Land Use and Placemaking Analysis															
5	Transportation Analysis															
6	Preliminary Recommendations, Project List and Cost Estimates															
7	Final Recommendations, Project List and Cost Estimates															
8	Draft and Final Report													-		
9	Advisory Board Presentations															
10	Presentation and Public Hearing to the North Miami Beach City Commission															



150 West Flagler, Suite 1900 Miami, FL 33130 (305) 375-4507 www.miamidadetpo.org

# **Condition of Award Form**

## FY 2025 Municipal Grant Program

Municipality Name:	City of North Miami Beach
Name of	
Transportation	FIU North Campus/Biscayne - North Miami Beach TOD
Planning Study:	Master Plan

As a condition to the awarding of funds, the above recipient Municipality will abide by the following schedule in addition to the Interlocal Agreement (ILA) language:

- Submit to TPO Exhibits A, B, C and D, Scope of Services, Project Schedule, Project Cost and E-Verify Certification, respectively, within one month after receipt of Award Notification letter.
- 2. Execute Interlocal Agreement within three months after receipt of Award Notification letter.
- The final Transportation Planning Study must be submitted to the TPO as per the agreed upon schedule included in the Interlocal Agreement.

I Mario Diaz (Municipal representative's name) will hereby abide by the above stated rules and timelines as stipulated. Failure to make the ILA deadline may result in the forfeiture of funds.

Signed:

Date:

# **EXHIBIT A**

# THE CORRADINO GROUP, INC.

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Zafar Ahmed Community Development Director City of North Miami Beach 17050 NE 19th Avenue North Miami Beach, FL 33162

November 27, 2024

Dear Mr. Ahmed:

It is our understanding that this City desires to engage in the development of a Master Plan for the FIU North Campus/Biscayne - North Miami Beach Northeast Corridor station area to address the City's need for planning for future transit-oriented development, inclusive of land use and transportation analysis. This grant-funded project is important to the city as it seeks to create a vision and actionable plan for the area's future. The services enclosed necessary steps to create a master plan, as well as associated revisions to the land development regulations and comprehensive plan in the potential creation of a new transit-oriented development (TOD) district that will guide future investment into the area.

Corradino has extensive experience in planning for TODs, especially for the SMART Plan, having done the planning for the SMART Plan North Corridor, and leading the effort for FDOT on the Broward Commuter Rail project, which evaluated the stands for TODs as applied to the stations along that corridor. Our team includes experts in land use planning, transportation planning, urban design, and redevelopment, and were instrumental in helping the city obtain this grant. Our unique and deep understanding of the city's needs, existing regulations, and best practices, along with a potential for the station area, will help us lead a successful effort to create a master plan and associated updates to the code.

The following provides our project understanding, approach, scope, and fee proposal for this very important project. Corradino will conduct the effort within the scope, budget, and timeline stipulations of the City's interlocal agreement with the Miami-Dade TPO. It is expected that this 15-month effort can be completed at a fee of \$145,000, inclusive of the adoption of legislative changes in conjunction with the master plan.

We appreciate your consideration and hope to be able to assist the city in this endeavor.

Best regards,

Edward Ng, AICP

Technical Vice-President, Planning

The Corradino Group

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#### Northeast Corridor Station Area Master Plan: FIU North Campus/Biscayne - North Miami Beach

#### Project Understanding:

The City of North Miami is a rapidly growing city in northeast Miami-Dade County. It has long been active in long-range planning with the consideration of a commuter rail station in mind. Beginning in 2015, the City heavily invested in various studies and adopted new land use regulations for a commuter rail station at Biscayne Boulevard and NE 163<sup>rd</sup> Street as planned by regional authorities then. These regulations spurred development, and site plans supporting higher densities were needed to support transit-oriented development (TOD) around the proposed Tri-Rail Coastal Link station, now part of the SMART Plan Northeast Corridor. Understanding now that a station is contemplated at NE 151<sup>st</sup> Street and Biscayne Boulevard, the City is seeking to continue its partnership with our regional agencies to address both land use and transportation needs for a new TOD area around this station.

The City of North Miami Beach, from 2010 onwards, had initially provided in its long-range plans for a station to be placed at NE 163<sup>rd</sup> Street and Biscayne Boulevard as part of a commuter rail system initially envisioned as the Tri-Rail Coastal Link. Around 2015, the City adopted a revised land use plan for approximately 0.58 square miles around the prior proposed station, which created new regulations aligned with a form-based, mixed-use approach centered on the station area, with highly increased density, lowered parking regulations, and an emphasis on the creation of an activity center that would support regional commuter rail. These new mixed-use districts included land use and prescribed the specific complete streets and greenway network aspects of all major rights of way within the districts. These districts also included the complete network by assigning primary, secondary, tertiary, and alley classifications to the roadways.

The City followed up on this initial rezoning with the development of a station area master plan for NE 163<sup>rd</sup> Street and Biscayne Boulevard in 2018, jointly funded by the City and through a Federal Transit Administration (FTA) Pilot Planning Grant funded project. The resulting study and master plan considered study ways to improve mobility and access, quality of life, and economic vitality around the planned Tri-Rail Coastal Link station in North Miami Beach. This station area plan was incorporated into the Miami-Dade TPO's Northeast Corridor planning.

After these efforts, the county made a decision to instead locate a commuter rail station at NE 151<sup>st</sup> Street by Biscayne Boulevard (FIU North Campus/Biscayne station). The creation of the new commuter rail line service based on the SMART Plan Northeast Corridor is estimated to start construction in 2025/2026, and service is set to begin sometime in 2028. A commuter rail system on the Northeast Corridor is expected to have 54 trains daily. This effort is federally funded as part of the New Starts program, matched by the state government and local penny sales tax funds.

However, given prior extensive efforts in investing in the prior TOD area, the newly determined and current station area does not have updated regulations for land use or the implementation of facilities for first-last mile connectivity with regional transit. Most of the station area is regulated as B-2 (light commercial) and B-4 (industrial) districts, with the B-4 district is immediately adjacent to the station area, having little to no sidewalks. No current master plan exists that will provide guidelines to transform the district towards its future role as a transit-oriented district/station area,

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as the city had dedicated heavy resources into the other area previously designated in regional plans. While the County's Rapid Transit Zone and other ordinances contemplate density and height, the critical concepts that create place and identity and ultimately contribute towards station area success are much needed here. The City's transit circulator, funded through the Surtax, is also not completely aligned with this system.

We envision this plan promoting regional connectivity, supporting mobility and access, enhancing local quality of life, and driving economic vitality around the planned station through linkages between land use and transportation and enhancement of first and last-mile options in a Complete Streets/Complete Networks approach. These improvements, in turn, will feed into the station's success and, by extension, the success of regional rail, which will benefit the City by relieving traffic pressure over time while providing a conduit for future investment.

#### The FIU North Campus/Biscayne - North Miami Beach Station Area Master Plan

Through this project, we hope to change the reality for this area by first investing jointly with our regional partners and neighbors to create appropriate land use regulations and transportation infrastructure to support the new station. The following provides for the project goals and objectives for this effort:

#### Project Goals:

- To create an area master plan for the FIU/Biscayne Station to guide appropriate development.
- 2. To create a station area identity that will allow for better marketing, local development investment, and future use of the commuter rail station.
- 3. To enhance local transportation options and connectivity to the TOD to encourage transit use and increase regional connectivity for North Miami Beach area businesses and residents.

#### Project Objectives:

- 1. Evaluate and provide recommendations for changes to land development regulation for the TOD to be adopted by the City.
- 2. Through a master planning and visioning process, build upon prior TPO efforts in land use planning and visioning to create a station area branding and placemaking to help drive further local investment. This effort may build upon the "music city" history of the area directly surrounding the proposed station area to create synergy with our neighboring city.
- 3. Create a context-sensitive multimodal transportation network within the mobility hub as part of a greater network of pedestrian, bicycle, and transit links connecting to the City by providing for specific designation of right-of-way typologies and roadway classifications.
- 4. Identify critical junction points within the station area that need to be set aside as "rest points" for active transportation in future facilities, land use planning, or demonstration projects.
- 5. Create a list of multimodal projects for inclusion in future capital improvement programming.

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#### **Project Location:**

Half-mile area from the intersection located at NE 151<sup>st</sup> Street and Biscayne Boulevard adjusting for the proposed FIU/Biscayne station. Please refer to the enclosed study area map.

As needed, this project will coordinate with Sunny Isles Beach and the Golden Glades Tri-Rail station on their shuttle routes outside of this 0.5-mile radius and FIU on connectivity to their campus to the station area.



#### **Project Scope of Services**

#### Phase I: Discovery

#### Task 1: Public Engagement

This task will consist of a Steering committee, which will include designees from the Miami-Dade TPO and others; a kickoff workshop to introduce the project; 2 conceptual design workshops, and a final presentation workshop for the general public (4 total) to present the final draft report before Planning and Zoning Board and City Commission hearings.

The Steering Committee will be constructed based on discussions with City staff, and it is expected that the Steering Committee will meet four (4) times through the course of this study, to kickoff, present data, present recommendations, and finally to review the draft report.

#### Task 2: Review of Background Studies

This task will review of prior studies for the area and the existing land use. Relevant transportation and crash data will be pulled as necessary.

#### Task 3: Facilities Inventory

This task will inventory the current rights-of-way, easements, city-owned properties, and other major critical infrastructure, including drainage and utilities as appropriate.

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#### Phase II: Analysis

#### Task 4: Land Use and Placemaking Analysis

A comprehensive analysis of land use and urban design considerations will be conducted for the TOD. This analysis will focus on land use regulations needed to support a station area, including public space and placemaking, façade, height, setbacks, density, and other requirements such as vertical and horizontal mixed-use. This task will begin to provide for draft regulations to the land development regulations and associated comprehensive plan amendments.

Care will be taken in this analysis with the understanding that the existing industrial land use provides for part of the city's tax base, and that any future consideration for development should include such considerations.

#### Task 5: Transportation Analysis

A thorough transportation analysis, with the intent of creating a master transportation grid for the TOD, will provide positive impacts to mobility and traffic circulation. This review will include 5 primary subtasks that will review the following topics, among others:

- Complete streets
- o First/Last mile connections
- o Bicycle and pedestrian safety
- o Alleviating traffic congestion
- o Transit supportive projects
- Projects that enhance connectivity and accessibility
- o Integration of the Miami-Dade TPO SMART Program

This study will benefit local Complete Streets development by providing context-sensitive typical right-of-way regulations, which will help provide for new facilities as new development comes in. Further, as needed, the city may also conduct capital improvements programming to provide for infill of missing links as desired. By supporting linkages via first and last-mile facilities to support a major transit facility, connectivity and accessibility in the area and to the rest of the city will be enhanced. As this directly relates to a SMART corridor, the enhancement of connectivity and accessibility will ensure the integration of the station area and the SMART program into the transportation network.

Task 5a: Multimodal Circulation Analysis

This subtask provides for a multimodal circulation analysis of both present and potential future needs within the districts, and considerations of connectivity outside the district. This will conducted on the basis of walking, bicycling, transit, vehicular, and micromobility options.

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Task 5b: Safety Review

This task will involve a review of safety data and necessary regulatory considerations for the future TOD.

Task 5c: Complete Streets Approach

The multimodal transportation plan for the TOD will include a "complete streets/complete network" approach that will provide for first and last mile connections to the station. This analysis will include considerations of the availability of needed rights of way, as well as the overall transportation grid.

Task 5d: Access Management Standards

This task will review and set any needed access management standards for the district.

Task 5e: Alternatives and Gap Analysis

This analysis will compare the vision of the multimodal grid against current facilities and identify needed infrastructure improvements.

#### Task 6: Preliminary Recommendations, Project List and Cost Estimates

Based on Task 4 and 5, a draft set of recommendations will be presented to the Steering Committee. Infrastructure from the gap analysis will formulate a set of needed projects in addition to the land development regulation and comprehensive plan updates. These projects will have a planning cost estimate assessed for each improvement.

#### Task 7: Final Recommendations, Project List and Cost Estimates

A final recommendations list and a project list with planning-level cost estimates will be created using feedback from the Steering committee and public workshops as needed.

#### Phase III: Adoption

#### Task 8: Draft and Final Report

A draft report will be created and circulated to the Steering Committee for review and comments.

The below provides for various sections of the report.

Task 8a: TOD Vision and Branding

This section of the report addresses the overall vision of the district and associated branding.

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Task 8b: Land Use Plan

This section of the report will address the land use and associated regulatory needs, including but not limited to land use typology, density, façade, setbacks, and etc. Recommended changes to the land development regulations and associated comprehensive plan amendments will be covered here.

Task 8c: Multimodal Transportation Plan

The multimodal transportation plan for the TOD will include the vision of the TOD's transportation grid from a walking, biking, transit, vehicular, and micromobility standpoint, and will detail the projects needed to create the grid, along with cost assessments and recommendations on next steps.

Task 8d: Draft Ordinances

The creation of the TOD will include a need to amend the city's land development regulations and comprehensive plan. This task provides for the finalization of the initial drafting of the necessary language from prior tasks, needed for both documents to bring the TOD into reality.

After review of the draft report by staff and the Steering Committee, comments will be incorporated into a final report/master plan. This Master plan is expected to be highly graphic and balanced with needed information for the area. GIS files and PDFs of all maps, as well as images utilized in the report, will be provided as separate files in addition to an electronic copy of the plan.

#### Task 9: Advisory Board Presentations (City and Miami-Dade TPO)

Corradino will prepare and present to the Miami-Dade TPO advisory boards as needed (up to 3 meetings), and one presentation each to the City's Beautification Committee and the Planning and Zoning Board. The Planning and Zoning Board meeting will include the adoption of needed ordinances for the new TOD area. Coordination with City staff will be conducted to ensure that all related items are at one Planning and Zoning Board meeting.

#### Task 10: Presentation and Public Hearing to North Miami Beach City Commission

Corradino provides for presentations to the North Miami Beach City Commission for the adoption of needed ordinances for the new TOD area. This includes the area plan, ordinances, associated PowerPoints/presentations, and staff reports. These will include attendance at one (1) first and one (1) second public hearings and coordination with the Florida Department of Commerce to submit amendment items as needed between the first and second readings. Corradino asks for presentation priority on the agenda items to avoid unnecessary delays relative to the TPO's grant schedule. Corradino will amend the plan and ordinances, and associated staff report and presentations as needed after Planning and Zoning Board feedback and City Commission First Reading, in coordination with city staff, and will conduct an additional review if the state coordinated review requires. Corradino will assist the city in the finalization of the Master Plan after Second Reading.

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#### **Project Schedule:**

We anticipate the project schedule to run within 15 months from a Notice to Proceed in January 2025, inclusive of public hearings and state-coordinated review for Comprehensive Plan changes, which must go through the State Coordinated review process and is subject to a 30 to 60-day additional review process, as well as preliminary land development updates. We expect that with public engagement, a public kick-off will occur in months 3-4, depending on coordination with City staff on the availability of staff and locations, with follow-up workshops/town halls in months 6, 9, and 10, before final presentations to the Advisory Boards/Planning and Zoning Board and, subsequently, the City Commission beginning in month 11/12.

						Мо	nths	from	Noti	ce to	Proc	eed				
#	Task Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	Public Engagement															
2	Review of Background Studies															
3	Facilities Inventory	4														
4	Land Use and Placemaking Analysis															
5	Transportation Analysis											1				
6	Preliminary Recommendations, Project List and Cost Estimates															
7	Final Recommendations, Project List and Cost Estimates															
8	Draft and Final Report															
	Advisory Board Presentations															
10	Presentation and Public Hearing to the North Miami Beach City Commission											-				

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## **Project Cost**

The Corradino team understands that the project has specific budget requirements as required by the TPO as a condition of its grant to the City. Corradino will adhere to this budget requirement and is providing the below project cost proposal, consistent with the TPO grant interlocal agreement. In addition, we will adhere to the billing cycle needs of the City in managing this grant.

#	Task Name	TPO	Local	Total
		Request	Match	Budget
1	Public Engagement	\$15,000	\$5,000	\$20,000
2	Review of Background Studies	\$2,500	\$2,500	\$5,000
3	Facilities Inventory	\$2,500	\$2,500	\$5,000
4	Land Use and Placemaking Analysis	\$16,000	\$11,500	\$27,500
5	Transportation Analysis	\$30,000	\$10,000	\$40,000
6	Preliminary Recommendations,	\$10,000	\$5,000	\$15,000
	Project List and Cost Estimates	Michigan September Sep	William Strange	
7	Final Recommendations,	\$7,500	\$2,500	\$10,000
	Project List and Cost Estimates			N &
8	Draft and Final Report	\$8,000	\$2,000	\$10,000
9	Advisory Board Presentations	\$3,500	\$1,500	\$5,000
10	Presentation and Public	\$5,000	\$2,500	\$7,500
	Hearing to the North			. ,
	Miami Beach City			
	Commission			
	Total	\$100,000	\$45,000	\$145,000

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### Work Authorization:

This Work Authorization is subject to the same terms and MC- Continuing Services Agreement for Architectural Architect. Signature by CITY representative below indicate	l/Engineering, Landscape
CITY of NORTH MIAMI BEACH Approval:	
(Signature)	12/4/24 (Date)
CONSULTANT Acceptance:	
(Signature)	November 27, 2024 (Date)

### Exhibit A: Project Scope of Services

### Phase I: Discovery

### Task 1: Public Engagement

This task will consist of a Steering committee, which will include designees from the Miami-Dade TPO and others; a kickoff workshop to introduce the project, 2 charrette workshops, and a final presentation workshop to present the final draft report before Planning and Zoning Board and City Commission hearings.

### Task 2: Review of Background Studies

Review of prior studies for the area, existing land use, and other relevant studies.

### Task 3: Facilities Inventory

This task will inventory the current rights-of-way, easement, city owned properties, and other critical infrastructure, including drainage and utilities as appropriate.

### Phase II: Analysis

### Task 4: Land Use and Placemaking Analysis

A comprehensive analysis of land use and urban design considerations will be conducted for the TOD. This analysis will focus on land use regulations needed to support a station area, including public space and placemaking, façade, height, setbacks, density, and other requirements such as vertical and horizontal mixed-use.

### Task 5: Transportation Analysis

Task 5a: Multimodal Circulation Analysis

This subtask provides for a multimodal circulation analysis of both present and potential future needs within the districts, and considerations of connectivity outside the district. This will conducted on the basis of walking, bicycling, transit, vehicular, and micromobility options.

Task 5b: Safety Review

This task will involve a review of safety data and necessary regulatory considerations for the future TOD.

Task 5c: Complete Streets Approach

The multimodal transportation plan for the TOD will include a "complete streets/complete network" approach that will provide for first and last mile

connections to the station. This analysis will include considerations of the available or needed rights of way, as well as the over grid.

Task 5d: Access Management Standards

This task will review and set any needed access management standards for the district.

Task 5e: Alternatives and Gap Analysis

This analysis will compare the vision of the multimodal grid against current facilities and identify needed infrastructure improvements.

### Task 6: Preliminary Recommendations, Project List and Cost Estimates

Based on Task 4 and 5, a draft set of recommendations will be presented to the Steering Committee. Infrastructure from the gap aanlysis will formulate a set of needed projects in addition to the land development regulation and comprehensive plan updates. These projects will have a planning cost estimate assessed for each improvement.

### Task 7: Final Recommendations, Project List and Cost Estimates

A final recommendations list with a project list with cost estimates will be created using feedback from the Steering committee and public workshops as needed.

### Phase III: Adoption

### Task 8: Draft and Final Report

A draft report will be created and circulated to the Steering Committee for review and comments.

The below provides for various sections of the report.

Task 8a: TOD Vision and Branding

This section of the report addresses the overall vision of the district and associated branding.

Task. 8b: Land Use Plan

This section of the report will address the land use and associated regulatory needs, including but not limited to land use typology, density, façade, setbacks, and etc.

Task 8c: Multimodal Transportation Plan

The multimodal transportation plan for the TOD will include the vision of the TOD's transportation grid from a walking, biking, transit, vehicular, and

micromobility standpoint, and will detail the projects needed to create the grid, along with cost assessments and recommendations on next steps.

### Task 8d: Draft Ordinances

The creation of the TOD will include a need to amend the city's land development regulations and comprehensive plan. This task provides for the drafting of the necessary language needed for both documents to bring the TOD into reality.

### Task 9: Advisory Board Presentations (City and Miami-Dade TPO)

This task provides for presentations to Miami-Dade TPO advisory boards as needed, and the City's Beautification Committee and Planning and Zoning Board. The Planning and Zoning Board meeting will include the adoption of needed ordinances for the new TOD area.

### Task 10: Presentation and Public Hearing to North Miami Beach City Commission

This task provides for presentations to the North Miami Beach City Commission for the adoption of needed ordinances for the new TOD area. These will include first and second public hearings, as well coordination with Florida Department of Commerce as needed.

### **Project Schedule:**

We anticipate the project schedule to run within 15 months from the Notice to Proceed, inclusive of public hearing and state coordinated review for Comprehensive Plan changes which must go through the State Coordinated review process and is subject to a 30 to 60 day additional review process, as well as preliminary land development updates. We expect that with public engagement, a public kick off will occur in month 2, with follow-up workshops/town halls in months 6, 9, and 10, before final presentations to the Planning and Zoning Board, and subsequently the City Commission beginning in month 12. As the TPO may require, the City is willing to work with our consultant for the TPO's updates to the various advisory committees throughout the process as well.

						Мо	nths	from	Noti	e to	Proc	eed				
#	Task Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	Public Engagement															
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7	Final Pagammandations Project List															
8	Draft and Final Report															
9	Advisory Board Presentations															
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Exhibit C: Project Cost

#	Task Name	TPO	Local	Total
		Request	Match	Budget
1	Public Engagement	\$15,000	\$5,000	\$20,000
2	Review of Background Studies	\$2,500	\$2,500	\$5,000
3	Facilities Inventory	\$2,500	\$2,500	\$5,000
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	Hearing to the North Miami		×2	
	Beach City Commission	_		
	Total	\$100,000	\$45,000	\$145,000

### Exhibit "D"

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

### **E-VERIFY**

Contract No: Financial Project No(s): Project Description: 2025 FIU North Campus/Biscayne - North Miami Beach TOD Master Plan
In accordance with the contract, the Vendor/Consultant/Contractor hereby acknowledges and certifies compliance with Section 448.095, Florida Statutes. The Vendor/Consultant/Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Vendor/Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system. The Vendor/Consultant/Contractor shall comply with section 448.095, Florida Statutes, for the duration of the contract term, including any extensions or renewal periods.
Company/Firm: The Corradino Group, Inc. Authorized Signature: Title: President
Date: 12/2/2024



### **EXHIBIT A**

### City of North Miami Beach, Florida

### **Community Development Department**

TO: Shereece George Depusoir, Procurement Department

FROM: Zafar Ahmed, Community Development

**DATE:** 3/3/2024

SUBJECT: Corradino Group Task Order- TOD Master Plan

The City desires to engage in the development of a Master Plan for the FIU North Campus/Biscayne - North Miami Beach Northeast Corridor station area to address the City's need for planning for future transit-oriented development, inclusive of land use and transportation analysis. This grant-funded project is important to the city as it seeks to create a vision and actionable plan for the area's future.

Corradino has extensive experience in planning for TODs, especially for the SMART Plan, having done the planning for the SMART Plan North Corridor, and leading the effort for FDOT on the Broward Commuter Rail project, which evaluated the stands for TODs as applied to the stations along that corridor.

We trust that Corradino Group is the best consulting team to provide a favorable execution of this project.

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Zafar Ahmed Community Development Director City of North Miami Beach 17050 NE 19th Avenue North Miami Beach, FL 33162

November 27, 2024

Dear Mr. Ahmed:

It is our understanding that this City desires to engage in the development of a Master Plan for the FIU North Campus/Biscayne - North Miami Beach Northeast Corridor station area to address the City's need for planning for future transit-oriented development, inclusive of land use and transportation analysis. This grant-funded project is important to the city as it seeks to create a vision and actionable plan for the area's future. The services enclosed necessary steps to create a master plan, as well as associated revisions to the land development regulations and comprehensive plan in the potential creation of a new transit-oriented development (TOD) district that will guide future investment into the area.

Corradino has extensive experience in planning for TODs, especially for the SMART Plan, having done the planning for the SMART Plan North Corridor, and leading the effort for FDOT on the Broward Commuter Rail project, which evaluated the stands for TODs as applied to the stations along that corridor. Our team includes experts in land use planning, transportation planning, urban design, and redevelopment, and were instrumental in helping the city obtain this grant. Our unique and deep understanding of the city's needs, existing regulations, and best practices, along with a potential for the station area, will help us lead a successful effort to create a master plan and associated updates to the code.

The following provides our project understanding, approach, scope, and fee proposal for this very important project. Corradino will conduct the effort within the scope, budget, and timeline stipulations of the City's interlocal agreement with the Miami-Dade TPO. It is expected that this 15-month effort can be completed at a fee of \$145,000, inclusive of the adoption of legislative changes in conjunction with the master plan.

We appreciate your consideration and hope to be able to assist the city in this endeavor.

Best regards,

Edward Ng, AICP

Technical Vice-President, Planning

The Corradino Group

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### Northeast Corridor Station Area Master Plan: FIU North Campus/Biscayne - North Miami Beach

### Project Understanding:

The City of North Miami is a rapidly growing city in northeast Miami-Dade County. It has long been active in long-range planning with the consideration of a commuter rail station in mind. Beginning in 2015, the City heavily invested in various studies and adopted new land use regulations for a commuter rail station at Biscayne Boulevard and NE 163<sup>rd</sup> Street as planned by regional authorities then. These regulations spurred development, and site plans supporting higher densities were needed to support transit-oriented development (TOD) around the proposed Tri-Rail Coastal Link station, now part of the SMART Plan Northeast Corridor. Understanding now that a station is contemplated at NE 151<sup>st</sup> Street and Biscayne Boulevard, the City is seeking to continue its partnership with our regional agencies to address both land use and transportation needs for a new TOD area around this station.

The City of North Miami Beach, from 2010 onwards, had initially provided in its long-range plans for a station to be placed at NE 163<sup>rd</sup> Street and Biscayne Boulevard as part of a commuter rail system initially envisioned as the Tri-Rail Coastal Link. Around 2015, the City adopted a revised land use plan for approximately 0.58 square miles around the prior proposed station, which created new regulations aligned with a form-based, mixed-use approach centered on the station area, with highly increased density, lowered parking regulations, and an emphasis on the creation of an activity center that would support regional commuter rail. These new mixed-use districts included land use and prescribed the specific complete streets and greenway network aspects of all major rights of way within the districts. These districts also included the complete network by assigning primary, secondary, tertiary, and alley classifications to the roadways.

The City followed up on this initial rezoning with the development of a station area master plan for NE 163<sup>rd</sup> Street and Biscayne Boulevard in 2018, jointly funded by the City and through a Federal Transit Administration (FTA) Pilot Planning Grant funded project. The resulting study and master plan considered study ways to improve mobility and access, quality of life, and economic vitality around the planned Tri-Rail Coastal Link station in North Miami Beach. This station area plan was incorporated into the Miami-Dade TPO's Northeast Corridor planning.

After these efforts, the county made a decision to instead locate a commuter rail station at NE 151<sup>st</sup> Street by Biscayne Boulevard (FIU North Campus/Biscayne station). The creation of the new commuter rail line service based on the SMART Plan Northeast Corridor is estimated to start construction in 2025/2026, and service is set to begin sometime in 2028. A commuter rail system on the Northeast Corridor is expected to have 54 trains daily. This effort is federally funded as part of the New Starts program, matched by the state government and local penny sales tax funds.

However, given prior extensive efforts in investing in the prior TOD area, the newly determined and current station area does not have updated regulations for land use or the implementation of facilities for first-last mile connectivity with regional transit. Most of the station area is regulated as B-2 (light commercial) and B-4 (industrial) districts, with the B-4 district is immediately adjacent to the station area, having little to no sidewalks. No current master plan exists that will provide guidelines to transform the district towards its future role as a transit-oriented district/station area,

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as the city had dedicated heavy resources into the other area previously designated in regional plans. While the County's Rapid Transit Zone and other ordinances contemplate density and height, the critical concepts that create place and identity and ultimately contribute towards station area success are much needed here. The City's transit circulator, funded through the Surtax, is also not completely aligned with this system.

We envision this plan promoting regional connectivity, supporting mobility and access, enhancing local quality of life, and driving economic vitality around the planned station through linkages between land use and transportation and enhancement of first and last-mile options in a Complete Streets/Complete Networks approach. These improvements, in turn, will feed into the station's success and, by extension, the success of regional rail, which will benefit the City by relieving traffic pressure over time while providing a conduit for future investment.

### The FIU North Campus/Biscayne - North Miami Beach Station Area Master Plan

Through this project, we hope to change the reality for this area by first investing jointly with our regional partners and neighbors to create appropriate land use regulations and transportation infrastructure to support the new station. The following provides for the project goals and objectives for this effort:

### Project Goals:

- To create an area master plan for the FIU/Biscayne Station to guide appropriate development.
- 2. To create a station area identity that will allow for better marketing, local development investment, and future use of the commuter rail station.
- 3. To enhance local transportation options and connectivity to the TOD to encourage transit use and increase regional connectivity for North Miami Beach area businesses and residents.

### Project Objectives:

- 1. Evaluate and provide recommendations for changes to land development regulation for the TOD to be adopted by the City.
- 2. Through a master planning and visioning process, build upon prior TPO efforts in land use planning and visioning to create a station area branding and placemaking to help drive further local investment. This effort may build upon the "music city" history of the area directly surrounding the proposed station area to create synergy with our neighboring city.
- 3. Create a context-sensitive multimodal transportation network within the mobility hub as part of a greater network of pedestrian, bicycle, and transit links connecting to the City by providing for specific designation of right-of-way typologies and roadway classifications.
- 4. Identify critical junction points within the station area that need to be set aside as "rest points" for active transportation in future facilities, land use planning, or demonstration projects.
- 5. Create a list of multimodal projects for inclusion in future capital improvement programming.

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### **Project Location:**

Half-mile area from the intersection located at NE 151<sup>st</sup> Street and Biscayne Boulevard adjusting for the proposed FIU/Biscayne station. Please refer to the enclosed study area map.

As needed, this project will coordinate with Sunny Isles Beach and the Golden Glades Tri-Rail station on their shuttle routes outside of this 0.5-mile radius and FIU on connectivity to their campus to the station area.



### **Project Scope of Services**

### Phase I: Discovery

### Task 1: Public Engagement

This task will consist of a Steering committee, which will include designees from the Miami-Dade TPO and others; a kickoff workshop to introduce the project; 2 conceptual design workshops, and a final presentation workshop for the general public (4 total) to present the final draft report before Planning and Zoning Board and City Commission hearings.

The Steering Committee will be constructed based on discussions with City staff, and it is expected that the Steering Committee will meet four (4) times through the course of this study, to kickoff, present data, present recommendations, and finally to review the draft report.

### Task 2: Review of Background Studies

This task will review of prior studies for the area and the existing land use. Relevant transportation and crash data will be pulled as necessary.

### Task 3: Facilities Inventory

This task will inventory the current rights-of-way, easements, city-owned properties, and other major critical infrastructure, including drainage and utilities as appropriate.

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### Phase II: Analysis

### Task 4: Land Use and Placemaking Analysis

A comprehensive analysis of land use and urban design considerations will be conducted for the TOD. This analysis will focus on land use regulations needed to support a station area, including public space and placemaking, façade, height, setbacks, density, and other requirements such as vertical and horizontal mixed-use. This task will begin to provide for draft regulations to the land development regulations and associated comprehensive plan amendments.

Care will be taken in this analysis with the understanding that the existing industrial land use provides for part of the city's tax base, and that any future consideration for development should include such considerations.

### Task 5: Transportation Analysis

A thorough transportation analysis, with the intent of creating a master transportation grid for the TOD, will provide positive impacts to mobility and traffic circulation. This review will include 5 primary subtasks that will review the following topics, among others:

- Complete streets
- o First/Last mile connections
- o Bicycle and pedestrian safety
- o Alleviating traffic congestion
- o Transit supportive projects
- Projects that enhance connectivity and accessibility
- o Integration of the Miami-Dade TPO SMART Program

This study will benefit local Complete Streets development by providing context-sensitive typical right-of-way regulations, which will help provide for new facilities as new development comes in. Further, as needed, the city may also conduct capital improvements programming to provide for infill of missing links as desired. By supporting linkages via first and last-mile facilities to support a major transit facility, connectivity and accessibility in the area and to the rest of the city will be enhanced. As this directly relates to a SMART corridor, the enhancement of connectivity and accessibility will ensure the integration of the station area and the SMART program into the transportation network.

Task 5a: Multimodal Circulation Analysis

This subtask provides for a multimodal circulation analysis of both present and potential future needs within the districts, and considerations of connectivity outside the district. This will conducted on the basis of walking, bicycling, transit, vehicular, and micromobility options.

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Task 5b: Safety Review

This task will involve a review of safety data and necessary regulatory considerations for the future TOD.

Task 5c: Complete Streets Approach

The multimodal transportation plan for the TOD will include a "complete streets/complete network" approach that will provide for first and last mile connections to the station. This analysis will include considerations of the availability of needed rights of way, as well as the overall transportation grid.

Task 5d: Access Management Standards

This task will review and set any needed access management standards for the district.

Task 5e: Alternatives and Gap Analysis

This analysis will compare the vision of the multimodal grid against current facilities and identify needed infrastructure improvements.

### Task 6: Preliminary Recommendations, Project List and Cost Estimates

Based on Task 4 and 5, a draft set of recommendations will be presented to the Steering Committee. Infrastructure from the gap analysis will formulate a set of needed projects in addition to the land development regulation and comprehensive plan updates. These projects will have a planning cost estimate assessed for each improvement.

#### Task 7: Final Recommendations, Project List and Cost Estimates

A final recommendations list and a project list with planning-level cost estimates will be created using feedback from the Steering committee and public workshops as needed.

### Phase III: Adoption

### Task 8: Draft and Final Report

A draft report will be created and circulated to the Steering Committee for review and comments.

The below provides for various sections of the report.

Task 8a: TOD Vision and Branding

This section of the report addresses the overall vision of the district and associated branding.

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Task 8b: Land Use Plan

This section of the report will address the land use and associated regulatory needs, including but not limited to land use typology, density, façade, setbacks, and etc. Recommended changes to the land development regulations and associated comprehensive plan amendments will be covered here.

Task 8c: Multimodal Transportation Plan

The multimodal transportation plan for the TOD will include the vision of the TOD's transportation grid from a walking, biking, transit, vehicular, and micromobility standpoint, and will detail the projects needed to create the grid, along with cost assessments and recommendations on next steps.

Task 8d: Draft Ordinances

The creation of the TOD will include a need to amend the city's land development regulations and comprehensive plan. This task provides for the finalization of the initial drafting of the necessary language from prior tasks, needed for both documents to bring the TOD into reality.

After review of the draft report by staff and the Steering Committee, comments will be incorporated into a final report/master plan. This Master plan is expected to be highly graphic and balanced with needed information for the area. GIS files and PDFs of all maps, as well as images utilized in the report, will be provided as separate files in addition to an electronic copy of the plan.

### Task 9: Advisory Board Presentations (City and Miami-Dade TPO)

Corradino will prepare and present to the Miami-Dade TPO advisory boards as needed (up to 3 meetings), and one presentation each to the City's Beautification Committee and the Planning and Zoning Board. The Planning and Zoning Board meeting will include the adoption of needed ordinances for the new TOD area. Coordination with City staff will be conducted to ensure that all related items are at one Planning and Zoning Board meeting.

### Task 10: Presentation and Public Hearing to North Miami Beach City Commission

Corradino provides for presentations to the North Miami Beach City Commission for the adoption of needed ordinances for the new TOD area. This includes the area plan, ordinances, associated PowerPoints/presentations, and staff reports. These will include attendance at one (1) first and one (1) second public hearings and coordination with the Florida Department of Commerce to submit amendment items as needed between the first and second readings. Corradino asks for presentation priority on the agenda items to avoid unnecessary delays relative to the TPO's grant schedule. Corradino will amend the plan and ordinances, and associated staff report and presentations as needed after Planning and Zoning Board feedback and City Commission First Reading, in coordination with city staff, and will conduct an additional review if the state coordinated review requires. Corradino will assist the city in the finalization of the Master Plan after Second Reading.

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### **Project Schedule:**

We anticipate the project schedule to run within 15 months from a Notice to Proceed in January 2025, inclusive of public hearings and state-coordinated review for Comprehensive Plan changes, which must go through the State Coordinated review process and is subject to a 30 to 60-day additional review process, as well as preliminary land development updates. We expect that with public engagement, a public kick-off will occur in months 3-4, depending on coordination with City staff on the availability of staff and locations, with follow-up workshops/town halls in months 6, 9, and 10, before final presentations to the Advisory Boards/Planning and Zoning Board and, subsequently, the City Commission beginning in month 11/12.

						Мо	nths	from	Noti	ce to	Proc	eed				
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### **Project Cost**

The Corradino team understands that the project has specific budget requirements as required by the TPO as a condition of its grant to the City. Corradino will adhere to this budget requirement and is providing the below project cost proposal, consistent with the TPO grant interlocal agreement. In addition, we will adhere to the billing cycle needs of the City in managing this grant.

#	Task Name	TPO	Local	Total
		Request	Match	Budget
1	Public Engagement	\$15,000	\$5,000	\$20,000
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### Work Authorization:

MC- Continuing Services Agreement for Architectural/ Architect. Signature by CITY representative below indicates	Engineering, Landscape
CITY of NORTH MIAMI BEACH Approval:	
(Signature)	12/4/24 (Date)
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This task provides for presentations to Miami-Dade TPO advisory boards as needed, and the City's Beautification Committee and Planning and Zoning Board. The Planning and Zoning Board meeting will include the adoption of needed ordinances for the new TOD area.

### Task 10: Presentation and Public Hearing to North Miami Beach City Commission

This task provides for presentations to the North Miami Beach City Commission for the adoption of needed ordinances for the new TOD area. These will include first and second public hearings, as well coordination with Florida Department of Commerce as needed.

### **Project Schedule:**

We anticipate the project schedule to run within 15 months from the Notice to Proceed, inclusive of public hearing and state coordinated review for Comprehensive Plan changes which must go through the State Coordinated review process and is subject to a 30 to 60 day additional review process, as well as preliminary land development updates. We expect that with public engagement, a public kick off will occur in month 2, with follow-up workshops/town halls in months 6, 9, and 10, before final presentations to the Planning and Zoning Board, and subsequently the City Commission beginning in month 12. As the TPO may require, the City is willing to work with our consultant for the TPO's updates to the various advisory committees throughout the process as well.

						Мо	nths	from	Noti	e to	Proc	eed				
#	Task Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	Public Engagement															
2	Review of Background Studies															
3	Facilities Inventory															
4	Land Use and Placemaking Analysis															
5	Transportation Analysis															
6	Preliminary Recommendations, Project List and Cost Estimates															
7	Final Pagammandations Project List															
8	Draft and Final Report															
9	Advisory Board Presentations															
10	Presentation and Public Hearing to the North Miami Beach City Commission															

Exhibit C: Project Cost

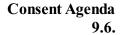
#	Task Name	TPO	Local	Total
		Request	Match	Budget
1	Public Engagement	\$15,000	\$5,000	\$20,000
2	Review of Background Studies	\$2,500	\$2,500	\$5,000
3	Facilities Inventory	\$2,500	\$2,500	\$5,000
4	Land Use and Placemaking	\$16,000	\$11,500	\$27,500
	Analysis			
5	Transportation Analysis	\$30,000	\$10,000	\$40,000
6	Preliminary Recommendations,	\$10,000	\$5,000	\$15,000
	Project List and Cost Estimates			
7	Final Recommendations,	\$7,500	\$2,500	\$10,000
	Project List and Cost Estimates			
8	Draft and Final Report	\$8,000	\$2,000	\$10,000
9	Advisory Board Presentations	\$3,500	\$1,500	\$5,000
10	Presentation and Public	\$5,000	\$2,500	\$7,500
	Hearing to the North Miami		×2	
	Beach City Commission	_		
	Total	\$100,000	\$45,000	\$145,000

### Exhibit "D"

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

### **E-VERIFY**

Contract No: Financial Project No(s): Project Description: 2025 FIU North Campus/Biscayne - North Miami Beach TOD Master Plan
In accordance with the contract, the Vendor/Consultant/Contractor hereby acknowledges and certifies compliance with Section 448.095, Florida Statutes. The Vendor/Consultant/Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Vendor/Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system. The Vendor/Consultant/Contractor shall comply with section 448.095, Florida Statutes, for the duration of the contract term, including any extensions or renewal periods.
Company/Firm: The Corradino Group, Inc. Authorized Signature:
Title: President Date: 12/2/2024





City of North Miami Beach 17011 NE 19 Avenue North Miami Beach, Fl 33162 305-947-7581 www.citynmb.com

#### **MEMORANDUM**

TO: Mayor and City Commission FROM: Juan Pinillos, Chief of Police VIA: Mario A. Diaz, City Manager

**DATE:** March 18, 2025

Resolution No. R2025-36 Approval to Apply for the Florida Inland Navigation District (FIND) Grant **RE:** for the Purchase of a New Marine Patrol Vessel for the NMB Police Department (Juan Pinillos, Chief of Police)

Description
BACKGROUND
ANALYSIS:

**RECOMMENDATION:** 

FISCAL/ BUDGETARY IMPACT:

### ATTACHMENTS:

Description

- Resolution\_FIND Grant
- **□** Application



### City of North Miami Beach, Florida

### **Police Department**

10-10	
Memorandum	NIA
iviemorandum	INO

Date:

March 4, 2025

To:

Juan Pinillos, Chief of Police

From:

Stuart Nichols, Deputy Chief of Police

Subject: Commission Background memo for FIND grant (Marine Vessel)

The North Miami Beach Police Department (NMBPD) is seeking funding through the Florida Inland Navigation District (FIND) grant to procure a new marine patrol vessel, essential for enhancing safety and law enforcement operations on the Intracoastal Waterway (ICW) and its connected canals. This memorandum outlines the necessity of the grant and the benefits it will provide to the NMB Police Department's Marine Patrol Unit.

The requested grant will facilitate the acquisition of a 32.5-foot vessel, which will significantly improve the Marine Patrol Unit's (MPU) operational scope and effectiveness. This modern vessel will allow for enhanced participation in joint operations with the U.S. Coast Guard, Miami-Dade Police, and the Department of Homeland Security, particularly for drug interdiction and enforcement. It will also increase presence during high-traffic boating periods such as Memorial Day, Labor Day, and the Fourth of July, ensuring public safety.

Beyond enforcement, the new vessel will allow the MPU to expand and revive vital boating safety initiatives. Programs such as WET (Waterway Education Team) will provide public education on waterway safety, and boating safety courses in collaboration with the U.S. Coast Guard will reinforce safe boating practices within the community.

The investment in a new marine patrol vessel aligns with the City of North Miami Beach's commitment to public safety, proactive law enforcement, and community education. The FIND grant funding, combined with matching funds, will ensure that our marine patrol operations remain efficient, responsive, and well-equipped to address current and emerging maritime challenges.

Your support and consideration for this grant application are greatly appreciated.

JP/sn

### RESOLUTION NO.

**RESOLUTION OF** THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT ASSISTANCE UNDER **FLORIDA** INLAND **NAVIGATION DISTRICT** WATERWAYS ASSISTANCE PROGRAM TO ACQUIRE A VESSEL; **PROVIDING PATROL** INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** the City of North Miami Beach is interested in carrying out the following described project for the enjoyment and safety of the citizenry of City of North Miami Beach and the State of Florida;

Project Title: Law Enforcement Patrol Boat -City of North Miami Beach

Total Estimated Cost: \$405,000.00, of which FIND will provide \$115,000.00 (29%) and City will provide eligible matching funds in the amount of \$290,000.00 (71%).

Brief Description of Project: The project consists of the acquisition of a marine patrol vessel that will help the North Miami Beach Police Department enhance visibility in public access spaces, respond reliably to boating incidents and calls for service, and provide assistance to citizens on the waterway; and

**WHEREAS,** Florida Inland Navigation District ("FIND") financial assistance is required for the program mentioned above.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

That the project described above be authorized,

AND, be it further resolved that said City of North Miami Beach make application to the Florida Inland Navigation District in the amount of \$115,000.00 (29\_%) of the actual cost of the project on behalf of said City of North Miami Beach.

AND, be it further resolved by the City of North Miami Beach that it certifies to the following:

- 1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be part of the Project Agreement for any assistance awarded under the attached proposal.
- That it is in complete accord with the attached proposal and that it will carry out the program in the manner described in the proposal and any plans and specifications attached thereto, unless prior approval for any change has been received from the District.
- 3. That it has the ability to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of North Miami Beach for public use.
- 4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.
- 5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.
- 6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

**Section 1.** The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. The project described above is hereby authorized by the City Commission, and the City Manager are authorized to apply for grant assistance from the Florida Inland Navigation District, and to do any and all other things which may be necessary to effectuate this project.

<u>Section 3.</u> If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

### **Section 4.** This Resolution shall become effective immediately upon its adoption.

<b>APPROVED AND ADOPTED</b> by the Cirthe regular meeting assembled this day of Man	ty of North Miami Beach City Commission at rch 20245.
ATTEST:	
ANDRISE BERNARD, MMC CITY CLERK	MICHAEL JOSEPH MAYOR
(CITY SEAL)	
APPROVED AS TO FORM AND LEGAL SUFFICE AND RELIANCE OF THE CITY OF NORTH MILE	
GREENSPOON MARDER LLP.	
By: JOSEPH S. GELLER CITY ATTORNEYS	



**WATERWAYS ASSISTANCE PROGRAM** 

## **APPLICATION PACKAGE**

Part 2. Attachment E



### FY 2025-2026

# WATERWAYS ASSISTANCE PROGRAM APPLICATION PACKAGE

Part 2. Attachment E

# SUBMIT THE APPLICATION INFORMATION IN THE ORDER LISTED ON THE CHECKLIST. (See Attachment E-1)

Applications must be received by the District by 4:30 p.m. on March 28, 2025.

### **Application Submission:**

Electronic copies: two separate PDF files per instructions):

PDF #1: Items 1-8 and PDF #2: Items 9-11



Electronic submission via email to:

**CKelley@aicw.org** 

(pdf file size 15MB or less)

### **Attachment E - Applicant Tips Sheet**

(Mistakes Common to the application process and how to avoid them)

#### **SCHEDULING**

The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 28th of March; Property control/Technical sufficiency items – 14th of May, Permits – 16th of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

#### PROPERTY CONTROL VERIFICATION

Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

#### PROJECT COSTS ELIGIBILITY

Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

#### **COST-SHARE**

Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project elements in a certain manner for easier accounting.)

#### PRE-AGREEMENT EXPENSES

Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note: Pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of \$200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the \$100,000 project cost prior to October 1st is eligible as project expenses (i.e. \$50,000). Then only ½ of the eligible project expenses (\$50,000) are eligible for District funding assistance (i.e. \$25,000).

### **SUBMITTED MATERIALS & JUNE PRESENTATION**

The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Board's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: Make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

#### **ELECTRONIC SUBMISSIONS**

Grant applications are ONLY being accepted by email. Grant applications shall be submitted via email as two (2) pdf attachments (15mb max size and see attachment instructions on the next page). Make sure to label your pdf attachments with the applicant and project title. You will receive a confirmation email letting you know that your application has been received. Email your completed application to CKelley@aicw.org

### **ATTACHMENT E-1**

## Waterways Assistance Program FY2025 Applicant Checklist

Project Title:						
Applicant:						
	This checklist and the other items listed below in items 1 through 11 constitute your application. The required information shall be submitted in the order listed.					
Electronic copies (2 separate PDF files per instructions – PDF File 1: Items 1-8, PDF File 2: Items 9-11) shall be emailed (15mb maximum file size) to CKelley@aicw.org. Applications must be received by the deadline, no exceptions.						
			<u>YES</u>	<u>NO</u>		
1.	( <i>NOTE</i> : <u>I</u> Commis	commissioner Review (prior to March 4th)  For District Commissioner initials ONLY!) (District sioner must initial the yes line on this checklist for the ion to be deemed complete)				
2.		on Checklist Attachment E-1 (Form No. 25-10, 2 pages) ust be signed and dated)				
3.		on and Evaluation Worksheet Attachment E-2 (Form No. First Page of Form Must be Signed)				
4.	-	Cost Estimate Attachment E-3 (Form No. 25-20, 1 page) on District form)				
5.	Project T	imeline Attachment E-4 (Form No. 25-25, 1 page)				
6.	County/C	City Location Map				
7.	Project B	Soundary Map				

### **Continued on Next Page**

8.

Clear and Detailed Site Development Plan Map

- 9. Official Resolution Form Attachment E-5 (Form No. 25-30, 2 pages)(Resolution must be on District Form and includes items 1-6)
- 10. Attorney's Certification (Land Ownership) Attachment E-6 (Form No. 25-35, 1 page)
- 11. Copies of all Required Permits: ACOE, DEP, WMD (Requirement of Construction & Dredging Projects)

The undersigned, as applicant, acknowledges that Items 1 through 11 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 28, 2025. By May 14, 2025, my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 11 is due to the District no later than September 16, 2025. If the information in Item 11 is not submitted to the District office by September 16, 2025, I am aware that my application will be removed from any further funding consideration by the District.

Print Liaison Name	Title	
Liaison Signature	Date	

FIND OFFICE USE ONLY			
Date Received:			
Local FIND Commissioner Review			
All Required Supporting Documents:			
Applicant Eligibility:			
Project Eligibility	Available Score:		
Compliance with Rule 66B-2 F.A.C.:			
Eligibility of Project Cost:			

### **ATTACHMENT E-2**

Waterways Assistance Program FY2025

**Application and Evaluation Worksheet** 

Local Sponsor:	Department:	
Project Title:	Use "Phase I" for Design Projects. Use "Phase II" for Construction if you received FIND funding for Phase I Work.	
Project Director:	Email:	
Grant Liaison: (If Different from Director)	Email:	
Mailing Address:		
City:	Zip Code:	
Phone Number:		
Project Address:		
Requested FIND Funding:		
Eligible Matching Funds Amount:		
Match Percentage:		
Total Project Costs:		
Applicant's Funding Source:		
**Applicant Signature Certifying the Project Summary: Maximum 200	n** Print Name	

1.		Priority Category:	
	a)	Choose one priority category of this project from the application instructions based upon the predominant cost of the project elements.	
	b)	Explain how the project fits into this priority category	
	c)	Explain how the project relates to the District's Waterways and the mission of the Florida Inland Navigation District.	
2.		Ownership of Project Site:	
		Own Leased Other If leased or other, please describe lease or terms and conditions:	
3.		Has the District previously provided assistance funding to this project or site?  Yes No	
4.		If yes, please list the project name, number and funding amount received:	
5.		What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.) if applicable?	
6.		How many additional ramps, slips, parking spaces or other access features will be added by this project, and what is the approximate number of registered vessels estimated to use the constructed project?	

7.		Public Usage & Benefits:
	a)	What public access or navigational benefit to the District's waterways will result from this project? How will this project enhance public access to the District's waterways, and what specific navigational benefits will it provide to the community?
	b)	What is the current demand for public access or navigation facilities in the area, and how does this project address unmet needs or improve upon existing facilities?
	c)	How does the project fit within regional or local maritime management plans, public access initiatives, or comprehensive plans, and how does it contribute to broader public usage goals?
	d)	Has the local Sponsor implemented or plans to implement any boating access, speed zone commercial access or other restrictive use in the area of this site?

8.	Fees & Maintenance:				
	Are there any fees associa	ited wit	h the use of this facility?	Yes	No
	If answered Yes:				
a)	List or provide a fee sched	ule.			
,	·				
<b>b</b> \	Dravida a liating of the food	abara	ad by aimilar facilities, bublic	and private in	the project
D)	Provide a listing of the fees area.	charge	ed by similar facilities, public	anu private, ii	i trie project
۵)	Durayant to Bula 66B 2.00	1/11\ ;	f there are any foca places	ovaloja how th	ooo fooo oro
C)	Pursuant to Rule 66B-2.00 tracked and what they are		•	explain now in	ese lees are
	•				
	\				
a	Clearly demonstrate how the project will continue to be maintained and funded after initial funding is completed.				
9. Please list all Environmental Resource Permits required for this project:					
		Y/N		Date Receive	<u>ــــــــــــــــــــــــــــــــــــ</u>
Agency Water Management District		1/IN	Date Applied	שמוב ואפטפועפי	<u>u</u>
Dept of Environmental Protection					

USACE

#### 10. a) Construction

This question is to be answered **only** if this application is for a **Construction** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

#### **PERMITTING:**

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work.

#### **CONSTRUCTION TECHNIQUES:**

- What is the design life of the project and proposed materials?
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project?

Construction Project: Maximum 200 Words (Address all bullet points above)				

#### 10. b) Environmental Education

This question is to be answered **only** if this application is for an **Environmental Education** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

#### DILIGENCE:

- Who is the primary target audience or user group for the project and how were they identified?
- How have the needs of the target audience been evaluated and met?
- How many people will the program serve on an annual basis? What will be the measurable results?
- Describe the materials and project deliverables to be produced by this project.
- Describe the plan for dissemination of the materials produced through the project,

#### **EXPERIENCE & QUALIFICATIONS:**

- Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.
- What previous projects of this nature have been completed by the program manager?
   PROJECT GOALS:
  - What are the long-term goals of this project as it relates to the ICW?
  - What is the expected duration/frequency of this program?

#### 10. c) Law Enforcement and Boating Safety Projects

This question is to be answered <u>only</u> if this application is for <u>Law Enforcement and Boating Safety</u> projects.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

#### WATERWAY RELATIONSHIP:

• Describe how the project will enhance boating access, safety, or enforcement efforts on the waterway, and address the identified needs or benefits for public safety.

#### **EXPERIENCE & QUALIFICATIONS:**

• List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.

#### **DELIVERABLES:**

• Describe the project deliverables and why this particular law enforcement vessel, equipment or facility improvements was selected or are necessary.

#### AREA OF COVERAGE

• What is the range or area of coverage for this project?

Law Enforcement and Boating Safety Project: Maximum 200 Words (Address all bullet points above)				

#### 10. d) Inlet or Public Navigation

This question is to be answered **only** if this application is for an **Inlet** or **Public Navigation** dredging project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

#### WATERWAY RELATIONSHIP:

- Will the project inhibit sediment inflow into, or reduce the dredging frequency of the Intracoastal Waterway channel?
- How does the project directly benefit the Intracoastal Waterway channel?
- Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

#### **PUBLIC ACCESS**

 Describe in brief detail how the project will enhance public access to or from the Intracoastal Waterway? List the upstream publicly accessible facilities with improved access because of this project.

#### **BENEFICIAL PROJECT ELEMENTS:**

• Describe any economic benefits to be realized by implementing this project.

#### PROJECT MAINTENANCE:

• When was this area last dredged? What is the expected frequency of future dredging? Where will the dredged material be relocated to?

Inlet or Public Navigation Project: Maximum 200 Words (Address all bullet points above)				

#### 10. e) Beach Renourishment

This question is to be answered **only** if this application is for a Beach Renourishment project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

#### WATERWAY RELATIONSHIP:

• Describe how the District and other navigation interests will benefit from the implementation of this project.

#### VIABILITY:

- Is the project site defined as critically eroded area by a statewide beach management plan?
- Cite the quantifiable rate of erosion in this area.
- Is the project an important component of an overall beach management effort?

#### **PUBLIC BENEFITS:**

- Are there quantifiable public benefits demonstrated by the project?
- Is there adequate public access to the project area? Please describe location and amount.

#### PROJECT FUNDING:

- Describe any assistance funding from other sources.
- Clarify the availability of long-term funding for this project.

#### 11. Disaster Relief

This question is to be answered <u>only</u> if this application is for repairs/construction of waterways facilities damaged by a declared natural disaster.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

#### STORM DAMAGE EVALUATION:

- List the State of Emergency declaration order or proclamation & the name and date of the storm/event. [Pursuant to State of emergency declared under Chapter 252, F.S.]
- Describe the extent of the damage that was caused due to the storm/event and any Construction/Resiliency Improvements planned for the project.
- What is the current status of your FEMA paperwork for the project?

#### PROJECT FUNDING:

 Describe the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair

Disaster Relief Project: Maximum 200 Words (Address all bullet points above)				

### **Waterway Assistance Program FY2025**

### PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:				
Applicant:				
(Please list the elements and property of the foreach one foreach	t Elements The MAJOR project The provide general costs The projects, The projects and the projected of the projects and the projected of the projected of the project of th	Total Estimated Cost	Applicant's Cost (To the nearest \$50)	FIND Cost (To the nearest \$50)
**TO	TALS =			

# Waterways Assistance Program FY2025 PROJECT TIMELINE

Project Title:	
Applicant:	

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction. NOTE: All funded activities must begin AFTER October 1st or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses.

### **RESOLUTION FOR ASSISTANCE 2025**

## UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE\_\_\_\_\_\_\_ is interested in carrying out the

(Name of Agency)				
following described project for the enjoyment of the citizenry of				
and the State of Florida:				
Project Title				
Total Estimated Cost \$				
Brief Description of Project:				
AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,				
NOW THEREFORE, be it resolved by the				
(Name of Agency) that the project described above be authorized,				
AND, be it further resolved that said				
(Name of Agency)				
make application to the Florida Inland Navigation District in the amount of% of the				
actual cost of the project in behalf of said				
(Name of Agency)				
AND, be it further resolved by the				
that it certifies to the following:				
1. That it will accept the terms and conditions set forth in FIND Rule 66B-2				
F.A.C. and which will be a part of the Project Agreement for any assistance awarded under				
the attached proposal.				
2. That it is in complete accord with the attached proposal and that it will carry out				

the Program in the manner described in the proposal and any plans and specifications attached

thereto unless prior approval for any change has been received from the District.

3.	That it has the ability and intention to finance its share of the cost of the project			
and that the p	roject will be operated and maintained	at the expense of said		
	for public use.  (Name of Agency)			
4.	That it will not discriminate against any person on the basis of race, color or			
national origi	n in the use of any property or facility a	acquired or developed pursuant to this		
proposal, and	shall comply with the terms and intent	of the Title VI of the Civil Rights Act of		
1964, P. L. 88	3-352 (1964) and design and construct a	ll facilities to comply fully with statutes		
relating to acc	cessibility by persons with disabilities a	s well as other federal, state and local		
laws, rules an	d requirements.			
5.	That it will maintain adequate financia	al records on the proposed project to		
substantiate c	laims for reimbursement.			
6.	6. That it will make available to FIND if requested, a post-audit of expenses			
incurred on the project prior to, or in conjunction with, request for the final 10% of the				
funding agreed to by FIND.				
This is to certify that the foregoing is a true and correct copy of a resolution duly and				
legally adopted by theat a legal meeting (Agency Governing Board)				
held on this_	day of20	,		
Attest Signature				
	Title	Title		

### **ATTORNEYS CERTIFICATION OF TITLE 2025**

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY (ADDRESS)

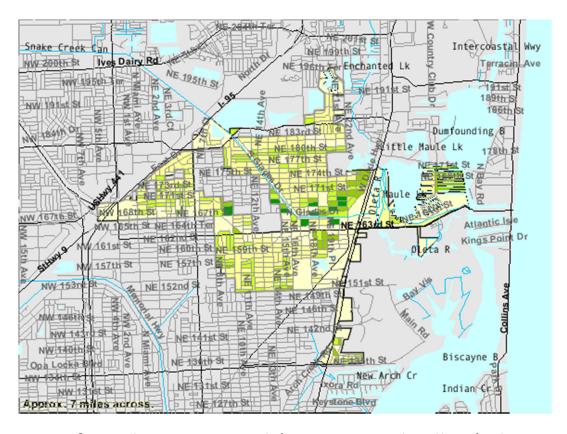
(Date), 2025

(Date), 2023		
To WHOM IT MAY CO	NCERN:	
I, (Name), an the Attorne	ey for the (City or County), Florida, I hereb	by state that I have examined
a copy of a (deed, lease, r	nanagement agreement, etc.) from	to the (City or
County) conveying	(Type of interest, i.e Fee simple, e	easement, 30-year lease, etc.)
in the following described	l property:	
(Brief Legal Description of	of Property)	
	cument showing that this property is listed	5 5
for this certification.	inally, I have also examined such docume	nts and records as necessary
This property is what is no	ow called "(Name of Property as Reference	ed in the WAP
Application)".		
I Certify that the (City or	County) does in fact (Own, Lease, etc.) the	is property for
years.		
Sincerely,		
(Name)		
Attorney, (City or County	)	

### **County/City Location Map**

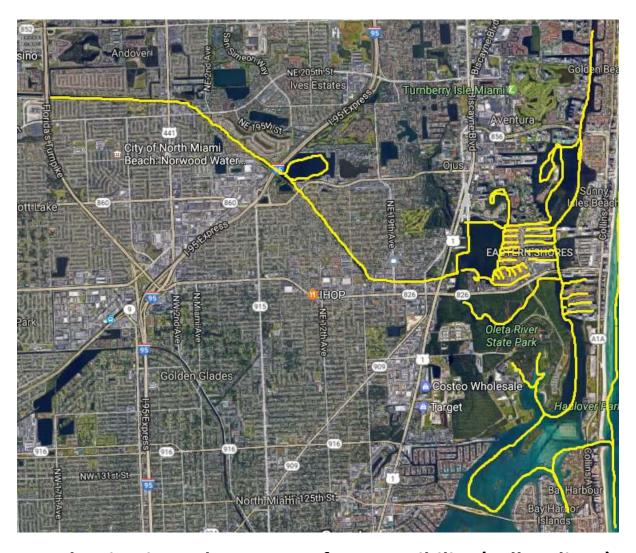


Miami Dade County (in red) above

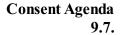


City of North Miami Beach(in green and yellow) above

### **City of North Miami Beach**



North Miami Beach PD Area of Responsibility (yellow lines)





City of North Miami Beach 17011 NE 19 Avenue North Miami Beach, Fl 33162 305-947-7581 www.citynmb.com

#### **MEMORANDUM**

**TO:** Mayor and City Commission

FROM: Zafar Ahmed, Community Development Director

VIA:

**DATE:** March 18, 2025

**RE:** Resolution No. R2025-37 Authorizing the City Manager to Sign Milton Littman Park 4(f) De Minimis Finding Letter for the Department of Transportation (Zafar Ahmed, Community Development Director)

Description
BACKGROUND
ANALYSIS:

**RECOMMENDATION:** 

FISCAL/ BUDGETARY IMPACT:

#### ATTACHMENTS:

#### Description

- ☐ Agenda Memo
- Resolution FDOT
- Backup



### City of North Miami Beach, Florida

#### COMMUNITY DEVELOPMENT DEPARTMENT

17050 N.E. 19th. Ave • North Miami Beach, FL 33162 • (305) 948-2966 • www.citynmb.com

**MEETING: CITY COMMISSION** 

**DATE: MARCH 18, 2025** 

TITLE:

Resolution No. RXXX-XX Authorizing the City Manager to sign the Milton Littman Park 4(f) De Minimis finding letter for the Florida Department of Transportation

#### **RESOLUTION /ORDINANCE TITLE:**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, FOR AUTHORIZING THE CITY MANAGER TO SIGN THE MILTON LITTMAN PARK 4(f) DEMINIMIS FINDING FOR FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PROJECT DEVELOPMENT AND ENVIRONMENTAL (PD and E) STUDY FOR THE I-95 CORRIDOR FROM SOUTH OF SR 860 / MIAMI GARDENS DRIVE TO JUST NORTH OF THE BROWARD COUNTY LINE FINANCIAL PROJECT ID 414964-1-22-01, PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

#### **DESCRIPTION:**

The Florida Department of Transportation is currently conducting a Project Development and Environmental (PDE) for the I-95 Corridor from south of SR 860 / Miami Gardens Drive to just North of the Broward County Line Financial Project ID 414964-1-22-01. The PDE study is a requirement for Federally funded roadway projects which occurs prior to engineering design, right of way acquisition, and construction. The PDE phase is intended to determine the location and conceptual design of feasible build alternatives for roadway improvements and identify their social, economic, and environmental effects. The ongoing I-95 Corridor PDE study has identified project impacts, under Section 4(f) of the US Department of Transportation Act of 1966 related to publicly owned park, recreational areas, wildlife, and waterfowl refuges, and public or private historic sites. This Section 4(f) finding is related to direct impacts including the taking of 4,403 square feet of land from the City of North Miami Beach owned and operated Milton Littman Park. To address Section 4(f) this finding in the ongoing PDE study the FDOT is required to obtain the City's acknowledgment and concurrence with the finding and proposed mitigations.

#### **BACKGROUND ANALYSIS:**

The direct Section 4(f) impact to Milton Littman Park will be the taking of 4,403 square feet of existing park, considered *de minimis* in the context of the Federal guidelines, including removal of existing trees, irrigation, and walkways, for use as right of way for I-95 and SR 860 Miami Gardens Drive. These impacts must be mitigated during future project Design Phase. The proposed mitigation will include consideration of the following:

- Enhancing existing pedestrian/bicycle or
- Potential shared use path within the city transportation right-of-way of East Drive consistent with the City of North Miami Beach adopted Park and Recreation Master Plan dated June 21, 2016, or
- Replacement lands of equal or better value or
- Proportional monetary contribution by FDOT for land acquisition as part of a larger park facility serving the city

In addition to these considerations the FDOT has committed to following considerations within the area of Milton Littman Park:

- Aesthetic treatment(s) of the proposed I-95 structural retaining wall along East Drive
- Addressing any trees removed
- Replacement of relocated park fence, landscaping/irrigation, and paved path in coordination with the City of North Miami Beach
- Maintenance of access to the park during construction to the extent practical for safety

Based on the City of North Miami Beach Comprehensive Plan and Park and Recreation Master Plan the proposed mitigations represent an acceptable resolution to the impacts of the future I-95 project to Milton Littman Park. Additional details opportunities for City of North Miami Beach input will occur during the project Design Phase.

#### **RECOMMENDED ACTION:**

Motion to approve Resolution no. R2025-XX authorizing the City Manager to sign the Milton Littman Park 4(f) de minimis finding for the Florida Department of Transportation PD and E Study for the I-95 Corridor.

#### FISCAL/ BUDGETARY IMPACT:

Any potential fiscal impacts will be determined during the Design Phase of the FDOT I-95 Corridor Project.

#### **RESOLUTION NO. R2025-XX**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, FOR AUTHORIZING THE CITY MANAGER TO SIGN THE MILTON LITTMAN PARK 4(f) *DE MINIMIS* FINDING FOR FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PROJECT DEVELOPMENT AND ENVIRONMENTAL (PD&E) STUDY FOR THE I-95 CORRIDOR FROM SOUTH OF SR 860 / MIAMI GARDENS DRIVE TO NORTH OF THE BROWARD COUNTY LINE FINANCIAL PROJECT ID 414964-1-22-01, PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach (CNMB) Parks and Recreation Department has reviewed the proposed impacts to Milton Littman Park resulting from the Project Development and Environment (PD&E) Study conducted by the Florida Department of Transportation (FDOT) for the improvement of the I-95 corridor from South of Miami Gardens Drive to North of the Broward County Line (the "Project") under FDOT Financial Project ID: 414964-1-22-01; and

**WHEREAS,** the FDOT, as part of the Project, is seeking approval of a Section 4(f) *de minimis* Finding in accordance with the U.S. Department of Transportation regulations [23 CFR § 774.5(b)(2) and 23 CFR § 774.17]; and

**WHEREAS,** the CNMB Parks and Recreation Department concurs that the proposed impacts, including the necessary mitigation measures, will not adversely affect the activities, features, or attributes that qualify the property for protection under Section 4(f), as detailed in the documentation provided by the FDOT; and

**WHEREAS**, the FDOT has agreed to enter into an agreement with the CNMB during the Design Phase of the project to appropriately mitigate any loss of parklands, including potential monetary contributions or land acquisition or enhancements to pedestrian and bicycle facilities, consistent with the City's Parks and Recreation Master Plan; and

**WHEREAS,** the FDOT intends to pursue the Section 4(f) *de minimis* finding, based on the City's concurrence and the mitigation measures outlined in the project documentation; and

**WHEREAS,** the Mayor and City Commission find that the proposed impacts combined with the necessary mitigation measures are consistent with the CNMB Comprehensive Plan and in the City's best interests

# NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CNMB, FLORIDA, AS FOLLOWS:

**Section 1. Recitals.** The foregoing recitals are confirmed, adopted, incorporated herein, and made a part hereof.

Section 2. Authorization to City Manager. The City Council hereby grants the City Manager, Mario Diaz, the authority to sign and submit the Milton Littman Park Section 4(f) *de minimis* Finding for FDOT Financial Project ID: 414964-1-22-01 on behalf of the CNMB, based on the findings and concurrence described above.

**Section 3. Mitigation Agreement.** The City Manager is further authorized to negotiate and execute any necessary agreements with the FDOT related to the mitigation of impacts to Milton Littman Park, including provisions for land acquisition or potential monetary contributions or enhancement of park facilities as detailed in the project documents.

<u>Section 4.</u> <u>Conflicts.</u> All resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

<u>Section 5.</u> <u>Effective Date.</u> This Resolution shall be in force and take effect immediately upon its passage and adoption.

[SIGNATURE PAGE TO FOLLOW]

 $APPROVED\ AND\ ADOPTED\$  by the CNMB City Commission at the regular meeting assembled this  $18^{th}\ day\ of\ March,\ 2025.$ 

ATTEST:	
ANDRISE BERNARD, MMC CITY CLERK	MICHAEL JOSEPH MAYOR
(CITY SEAL)	
	APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH:
	GREENSPOON MARDER, LLP
	BY: CITY ATTORNEYS
	CILLATIONNELS

Sponsored By: Mayor and City Commission

COMMISSIONERS	YES	NO	ABSTAIN	ABSENT
Mayor Michael Joseph				
Vice-Mayor Lynn Su				
Commissioner Jay Chernoff				
Commissioner Daniel Jean				
Commissioner Fortuna Smukler				
Commissioner McKenzie Fleurimond				
Commissioner Phyllis Smith				



RON DESANTIS GOVERNOR 1000 N.W. 111 Avenue Miami, Florida 33172 JARED W. PERDUE, P.E. SECRETARY

February 24, 2025

Mr. Mario Diaz

City Manager

City of North Miami Beach Community Development Department

17051 NE 19<sup>th</sup> Avenue

North Miami Beach, FL 33162

Mr. Ian Fors <a href="mailto:lan.Fors@citynmb.com">lan.Fors@citynmb.com</a>
Interim Director
City of North Miami Beach Parks and Recreation Department
17051 NE 19<sup>th</sup> Avenue
North Miami Beach, FL 33162

**Subject**: CNMB Request for Additional Information

Milton Littman Park Section 4(f) de minimis Finding

FDOT Financial Project ID: 414964-1-22-01

FDOT Project Description: SR 9/I-95 Project Development and Environment (PD&E) Study from South of Miami Gardens Drive to North of the Broward County

Line in Miami-Dade County, FL

Dear Mr. Diaz and Mr. Fors:

As previously discussed, the Florida Department of Transportation (FDOT), District Six, is currently preparing a Project Development and Environment (PD&E) Study along SR 9/I-95 (I-95) from South of SR 860/Miami Gardens Drive/NE 183rd Street (Miami Gardens Drive) to North of the Broward County Line in Miami-Dade County, Florida. A component of this proposed project will require the acquisition of right-of-way (ROW) from Milton Littman Park, which is partially located within the City's transportation ROW for East Drive, adjacent to the I-95 corridor, just south of Miami Gardens Drive, in the City of North Miami Beach (CNMB) (see Appendix A, Figure A-1: Existing Milton Littman Park Area). Milton Littman Park is owned, operated, and maintained by the CNMB Parks and Recreation Department. The park is entirely enclosed by a fence/concrete wall and accessed via entry/exit gates; and includes two pavilions and water fountains, a playground, a double bay swing set, a walking path, an outdoor fitness equipment cluster, and open landscaped green space (see Appendix A, Figure A-2: Existing Milton Littman Park Conditions and Figure A-6: Existing Milton Littman Park Area - 2024 Aerial View). Although minimization efforts have been applied to the greatest extent practicable, due to the need to enhance safety, the FDOT's project will implement improvements along the western and northern edges of Milton Littman Park which will cause unavoidable effects.

Since the CNMB is the Official With Jurisdiction (OWJ) over the park, the FDOT submitted an initial request to the CNMB on September 27, 2023 (see Appendix B). The initial request was for the CNMB to review and upon approval, to concur that the proposed impacts to Milton Littman Park as a result of the I-95 PD&E Study, including all measures to mitigate and minimize harm as described therein, will not adversely affect the activities, features, or attributes that qualify the property for protection under Section 4(f) [23 CFR § 774.5(b)(2) and 23 CFR § 774.17]; and also that the CNMB understands that the FDOT may pursue a Section 4(f) de minimis finding, based upon this concurrence. On October 6, 2023, the PD&E Team received a call from Mr. Edward Ng, Interim Director, CNMB Community Development Department, stating that the CNMB has reviewed the information provided by the FDOT and will be requesting additional information from the FDOT prior to making a final decision. A letter was received from the CNMB via email on October 27, 2023, which included five additional points from the CNMB which needed to be discussed and addressed (see Appendix C). A follow up meeting was also held with the CNMB on December 21, 2023, to discuss the CNMB points and how each will be addressed by the FDOT (see **Appendix D** for meeting notes). A second clarification meeting was held with the CNMB on January 30, 2025, to further discuss proposed impacts to Milton Littman Park and mitigation options (see **Appendix E** for meeting notes).

Per the results of the coordination with the CNMB, along with further engineering analysis performed as part of the PD&E Study process, the FDOT respectfully submits the following additional information, which supplements the FDOT's September 27, 2023 initial request to the CNMB, for your review and concurrence. The additional information provided follows each CNMB point excerpted (noted in *bold italics* below) from your letter dated October 26, 2023. <u>Please note that the specific areas identified for ROW acquisition in the September 27, 2023 document from the FDOT have slightly changed per conceptual design refinements (see **Appendix A, Figures A-3 through A-5** for existing ROW information and proposed encroachment; and see **Appendix F, Figure F-1** for ROW area calculations).</u>

Required ROW within Milton Littman Park along Miami Gardens Drive is 2,286 square feet; and along I-95 is 2,117 square feet. Required ROW along East Drive outside the limits of Milton Littman Park is 12,116 square feet. Please see **Appendix G, Figure G-1: Potential ROW Impacts** for additional details. Also, as previously discussed in the September 27, 2023 correspondence with the CNMB (see **Appendix B**), "Area 4" as depicted on **Figure G-1 in Appendix G** is owned by the FDOT and will be needed to accommodate the proposed improvements to Miami Gardens Drive.

#### **CNMB Point #1**

Any reduction in parklands will result in lowered development capacity within the CNMB and a negative impact on its Parks Level of Service. The CNMB requests the FDOT to enter into an agreement with the CNMB by which any parklands lost shall be appropriately replaced, including consideration of proportional monetary contribution by the FDOT for land acquisition as part of a larger park facility serving the CNMB.

As previously discussed with the CNMB, the FDOT understands that the CNMB has a land dedication for East Drive which begins at the northern terminus of the pavement (just south of Milton Littman Park parking area, directly adjacent to I-95); continues to just south of Miami Gardens Drive; turns east; and ends at NE 6<sup>th</sup> Avenue (see **Appendix A, Figure A-3**). Per recent discussions with the CNMB in September 2024, the City is assessing the potential to replat the

dedicated transportation easement to park/recreational land use for development growth purposes. The FDOT ROW Administration Office appreciates the City's cooperation and respectfully requests any future replating efforts by the CNMB specifically exclude the proposed areas of acquisition needed for this project.

The FDOT will enter into an agreement with the CNMB during the Design Phase (the subsequent project phase following completion of the PD&E Study) of the project by which parklands (CNMB ROW with recreational amenities within the existing fence along with the associated paved parking area) lost shall be appropriately mitigated. The agreement will include consideration of enhancing existing pedestrian/bicycle connections or consideration of a potential shared used path within the City transportation right-of-way of East Drive (from the intersection of NE 1st Avenue and NE 175th Street to Milton Littman Park, within the limits of the PD&E Study) consistent with the City of North Miami Beach adopted Parks and Recreation Master Plan dated 6/21/2016 (see **Appendix H**); or consideration of replacement with lands of equal or better value; or consideration of proportional monetary contribution by the FDOT for land acquisition as part of a larger park facility serving the CNMB. The mitigation type and/or amount will be negotiated with the CNMB by the FDOT ROW Administration Office during the Design Phase of the project.

The FDOT will include the following commitment (in italics below) in the PD&E Study, which will be carried forward into the Design Phase of the project, to be refined and/or addressed at that time:

<u>Project Commitment:</u> During the Design Phase of the project, the FDOT will enter into an agreement with the City of North Miami Beach by which parklands (City right-of-way with recreational amenities within the existing fence along with the associated paved parking area) lost shall be appropriately mitigated, including consideration of enhancing existing pedestrian/bicycle connections or consideration of a potential shared use path within the City transportation right-of-way of East Drive consistent with the City of North Miami Beach adopted Parks and Recreation Master Plan dated 6/21/2016; or consideration of replacement with lands of equal or better value; or consideration of proportional monetary contribution by the FDOT for land acquisition as part of a larger park facility serving the City.

#### **CNMB Point #2**

The CNMB has questions about the proposed design impacts on the park's access for pedestrians and bicyclists without adequate mitigation/information. The CNMB requests the FDOT provide additional information regarding traffic control, effect on pedestrians and bicycles, width and location of crossings, connectivity, etc.

Under existing conditions, within the interchange area of Miami Gardens Drive with I-95, there are intermittent sections of sidewalk, which are located along only the southern side of Miami Gardens Drive (see **Appendix I, Figure I-1)**. The project is proposing to construct/reconstruct continuous sidewalks, six feet wide (eight feet wide at bus stops for pedestrian landings), both eastbound and westbound along Miami Gardens Drive between NE 2<sup>nd</sup> Court and NE 10<sup>th</sup> Avenue, which will improve and enhance connectivity to and from Milton Littman Park (see **Appendix I, Figures I-2 and I-3** for the proposed layout of the new/reconstructed sidewalks).

Under existing conditions, there are currently no facilities for bicycles along Miami Gardens Drive within the project study area. The project is proposing to construct new bicycle lanes, with a

variable width of five to seven feet, both eastbound and westbound along Miami Gardens Drive between NE 2<sup>nd</sup> Court and NE 9<sup>th</sup> Court, which will improve and enhance connectivity to and from Milton Littman Park (see **Appendix I**, **Figures I-4 and I-5** for the proposed layout of the new bicycle lanes). In the area of the interchange of Miami Gardens Drive with I-95, the westbound bicycle lane will use bicycle ramps and connect to a shared use path to cross the on- and off-ramps with pedestrian flow (per Florida Design Manual (FDM) Section 211.18.1).

Under existing conditions, there is an existing crossing of Miami Gardens Drive at the existing four-way signalized intersection at NE 6<sup>th</sup> Avenue (at the existing I-95 off-ramp). To improve safety, the location where pedestrians and bicyclists will be able to cross Miami Gardens Drive is proposed to be moved approximately 900 feet (0.17 miles) east of the existing crossing to the location where the proposed signalized T-intersection for the proposed I-95 on- and off-ramps will be located. The new crossing will be designed with a width of ten feet. With the new configuration of the interchange, pedestrians and bicycles will be able to cross Miami Gardens Drive in two, short parts, only crossing one direction of travel at a time, improving and enhancing safety (see **Appendix I, Figures I-2 and I-4** for the proposed crossing location/configuration). Note that NE 6<sup>th</sup> Avenue is proposed to become a signalized T-intersection that will include a westbound turbo lane along Miami Gardens Drive coming from the I-95 off-ramp, making it an impractical location for a crossing of Miami Gardens Drive under proposed conditions.

#### **CNMB Point #3**

The CNMB has questions about the effect of the movement of the landscaped wall along the western edge of the park [the existing I-95 mechanically-stabilized earth (MSE) retaining wall], as well as change of perviousness on the north side of the park property. The CNMB requests the FDOT to provide additional information regarding whether adequate drainage will be in place to ensure that future stormwater effects will not adversely affect the usage of the remaining park area.

It is the intent of the proposed FDOT drainage design to be able to handle 100% of the stormwater runoff within the ROW of the FDOT in such a way so as to ensure that any and all adjacent properties will not be adversely affected. This will be verified during design by ensuring that all pre-development discharges and flood levels will not be exceeded by the proposed drainage design.

During the PD&E Study phase, conceptual drainage design for the proposed project is documented in a Preliminary Drainage Report, a Location Hydraulics Report, and a Bridge Hydraulics Report. The conceptual analysis included I-95, arterials within the study area (Miami Gardens Drive and Ives Dairy Road), and adjacent properties as needed, including Milton Littman Park. The FDOT will conduct a more detailed drainage design during the Design Phase of the project which will ensure that future stormwater effects will not adversely affect the usage of the remaining park area. The project will also require an Environmental Resource Permit (ERP) from the South Florida Water Management District (SFWMD). As part of the ERP process, the stormwater management elements of the project area reviewed by the SFWMD to ensure stormwater retention and water quality criteria are met and that the project does not adversely affect the existing stormwater conditions within the drainage basin, which typically includes adjacent and nearby properties (i.e., Milton Littman Park).

#### **CNMB Point #4**

The CNMB has questions relating to the design of the wall along the western edge of the park. The CNMB requests the FDOT to design the wall in consultation with the CNMB to ensure proper aesthetics from the park; and that this be memorialized as part of the process.

As noted in the original letter dated September 27, 2023, (see **Appendix B**) the existing I-95 wall along the western edge of the park will be replaced with a proposed new wall. See **Appendix G**, **Figure G-1: Potential ROW Impacts** for details of the estimated area needed.

During the Design Phase of the project, the FDOT will consider aesthetic treatment(s) along this section of the proposed I-95 structural wall, based on CNMB and local resident input. The FDOT will design the wall in consultation with the CNMB to ensure aesthetics are considered, as viewed from the park. The existing landscaping on the I-95 side of East Drive (the west side of East Drive) will likely be impacted by the proposed project and either relocated or removed. As discussed with the CNMB, aesthetic considerations may include options for new landscaping on the resident side of East Drive (the east side of East Drive). Any new landscaping trees will be considered a part of the mitigation for any project-related FDOT tree removal (as noted in Point #5, below). The aesthetics and coordination will be memorialized through the inclusion of a project commitment in the PD&E Study, which will be carried through both the subsequent design and construction phases of the project.

The FDOT will include the following commitment (in italics below) in the PD&E Study, which will be carried forward into the Design Phase of the project, to be refined and/or addressed at that time:

<u>Project Commitment:</u> During the Design Phase of the project, the FDOT will coordinate with the City of North Miami Beach on considerations for aesthetic treatment(s) of the proposed I-95 structural retaining wall along East Drive specifically protected by Section 4(f) within Milton Littman Park, along the right-of-way of East Drive.

#### **CNMB Point #5**

The CNMB has questions relating to tree removal from within CNMB property. The CNMB requests that as part of any mitigation, consistent with the CNMB's approach to developing its tree canopy citywide, the FDOT will replace any trees removed through coordination with the CNMB to ensure no net loss in tree canopy coverage.

During the Design Phase of the project, the FDOT will work with the CNMB to identify trees that need to be relocated or replaced from lands owned by the CNMB, specifically along the City's East Drive ROW and within Milton Littman Park. The tree replacement activities for these specific trees will be coordinated with the CNMB in consideration with the City's approach to developing its tree canopy citywide.

The FDOT will include the following commitment (in italics below) in the PD&E Study, which will be carried forward into the Design Phase of the project, to be refined and/or addressed at that time:

<u>Project Commitment:</u> During the Design Phase of the project, the FDOT will coordinate with the City of North Miami Beach to address any trees removed from lands owned by the City as part of this project, specifically protected by Section 4(f) within Milton Littman Park, along the right-ofway of East Drive.

#### Additional Considerations/Mitigations - Milton Littman Park

A. As noted in our initial request to the CNMB on September 27, 2023 (see **Appendix B**) and discussed at the meeting on December 21, 2023 (see **Appendix D**), temporary construction fencing or similar should be employed by the contractor during the Construction Phase of the project along the western and northern edges of Milton Littman Park at the new ROW limits of the FDOT. A Temporary Construction Easement (TCE) or similar document, if needed, will be coordinated with the CNMB during the Design Phase of the project. The TCE will be minimized to the greatest extent practicable as needed for safe construction practices and is not anticipated to adversely affect park amenities including fitness areas, play areas, pavilions, and paved parking. Access to these park amenities is expected to be maintained at all times during construction.

The FDOT will include the following commitment in the PD&E Study, which will be carried forward into the Design Phase of the project, to be refined and/or addressed at that time:

Project Commitment: During the Design Phase of the project, the FDOT will coordinate with the City of North Miami Beach on the need for a Temporary Construction Easement (TCE) within the limits of Milton Littman Park. The TCE will be minimized to the greatest extent practicable and will be cordoned off by temporary construction fencing, or similar, as needed for safe construction practices. The TCE is not anticipated to adversely affect park amenities including fitness areas, play areas, pavilions, and paved parking. During construction, access to these park amenities is expected to be maintained at all times, to the extent practical for safety. Post-construction, FDOT will fully restore any temporary impacts to the park within the limits of the TCE so that the property will be restored to the condition which existed prior to the project.

B. As noted in our initial request to the CNMB on September 27, 2023 (see **Appendix B**), and discussed at the meeting on December 21, 2023 (see **Appendix D**), park fencing, paved pathway, landscaping, and associated conflicting irrigation components along the northern and western edges of Milton Littman Park will be relocated/replaced within the remaining limits of the park by the FDOT to accommodate the improvements along I-95 and Miami Gardens Drive. The new section of park fence, section of the relocated paved path, and associated landscaping and irrigation are anticipated to be installed prior to removal of the existing park fence for safety. The CNMB will be provided opportunities for input on these park elements and will be requested to review and approve all proposed mitigation actions within the park during the Design Phase of the project.

The FDOT will include the following commitment in the PD&E Study, which will be carried forward into the Design Phase of the project, to be refined and/or addressed at that time:

<u>Project Commitment:</u> During the Design Phase of the project, the FDOT will coordinate with the City of North Miami Beach on the proposed locations of the park fence, paved path, and landscaping/irrigation within the limits of Milton Littman Park. During

construction, these elements will be installed prior to removal of the existing park fence, to the extent practical for safety.

C. As noted in our initial request to the CNMB on September 27, 2023 (see **Appendix B**) and discussed at the meeting on December 21, 2023 (see **Appendix D**), existing access to the park will be maintained during the Construction Phase of the project.

The FDOT will include the following commitment in the PD&E Study, which will be carried forward into the Design Phase of the project, to be refined and/or addressed at that time:

<u>Project Commitment:</u> During construction, access to Milton Littman Park will be maintained at all times, to the extent practical for safety.

Section 4(f) of the *Department of Transportation Act of 1966*, now codified at 23 U.S.C. § 138 and 49 U.S.C. § 303 governs the use of land from publicly owned parks, recreation areas, and wildlife and waterfowl refuges for federal highway projects. A publicly owned park, recreational area, or wildlife or waterfowl refuge must be a significant resource for Section 4(f) to apply. Per your letter to the FDOT dated January 5, 2022 (see **Appendix J**), Milton Littman Park is a significant resource.

The FDOT has determined that this project, together with the measures to mitigate and minimize harm to the park, is not anticipated to adversely affect the activities, features, or attributes qualifying the park for protection under Section 4(f). The proposed project design and mitigation actions for City ROW with recreational elements will be presented to the public as part of the Public Hearing for the PD&E Study, which is currently being scheduled for early 2025. This will offer the public an opportunity to comment on the proposed impacts and mitigation actions for Milton Littman Park. A letter to request final concurrence for a Section 4(f) *de minimis* finding for this project per 23 CFR § 774 will be prepared and submitted to the CNMB following completion of the Public Hearing and receipt of public comments.

A Section 4(f) *de minimis* use to a Section 4(f) property is one that, after taking into account any measures to minimize harm (such as avoidance, minimization, mitigation, or enhancement measures), results in a determination that the project would not adversely affect the activities, features, or attributes qualifying a park for protection under Section 4(f). FDOT has reviewed the proposed activities and determined that the project meets the conditions set forth at 23 CFR § 774.3(b) and 23 CFR § 774.17 and therefore qualifies for a Section 4(f) *de minimis*.

The FDOT respectfully requests concurrence from the CNMB, as the OWJ, of the details of this letter and previous correspondence submitted to the CNMB including, but not limited to, the initial request to the CNMB on September 27, 2023 (see **Appendix B**). Based on this concurrence, the FDOT's intent is to pursue a Section 4(f) *de minimis* finding for this project per 23 CFR § 774.

Please sign below signifying concurrence with the resulting acquisition and proposed mitigations and commitments resulting from the proposed FDOT improvements along I-95 and Miami Gardens Drive. Upon completion, please return a signed copy of this letter to the FDOT District Six Planning and Environmental Management Office (PLEMO) to my attention.

Thank you for your continued support and coordination efforts and we look forward to working with the CNMB during the Design and Construction Phases of the project. Please do not hesitate to call or email me at 305-470-5221 or Steven.James@dot.state.fl.us.

Sincerely,

Steven Craig James, RLA 1451 District Environmental Manager Planning and Environmental Management Office

#### **CONCURRENCE:**

The City of North Miami Beach Parks and Recreation Department concurs that the impacts to Milton Littman Park as a result of the I-95 PD&E Study from South of Miami Gardens Drive to North of the Broward County Line as described in this document, including all measures to mitigate and minimize harm as described herein, will not adversely affect the activities, features, or attributes that qualify the property for protection under Section 4(f) [23 CFR § 774.5(b)(2) and 23 CFR § 774.17], and understands that the FDOT intends to pursue a Section 4(f) *de minimis* finding, based upon this concurrence.

Mario Diaz, City Manager City of North Miami Beach Parks and Recreation Department

Date

#### **Appendices**

cc: Auraliz Benitez, P.E., FDOT Victoria Vogt, FDOT Andrew Plotkin, CNMB Zafar Ahmed, CNMB Mitchell Austin, CNMB Jenn L. King, P.E., AECOM Keith Stannard, AECOM





City of North Miami Beach 17011 NE 19 Avenue North Miami Beach, Fl 33162 305-947-7581 www.citynmb.com

#### **MEMORANDUM**

TO: Mayor and City Commission FROM: Juan Pinillos, Chief of Police VIA: Mario A. Diaz, City Manager

**DATE:** March 18, 2025

**RE:** Ordinance No. 2025-01 (First Reading) Amending Section 9-35 Entitled "Camping Prohibited" (Juan Pinillos, Chief of Police)

Description
BACKGROUND
ANALYSIS:

#### **RECOMMENDATION:**

FISCAL/ BUDGETARY IMPACT:

#### ATTACHMENTS:

#### Description

- Staff Memo\_Camping Prohibition Ordinance
- ☐ Ordinance\_Camping Prohibition
- D Policy



### City of North Miami Beach, Florida

### Police Department

Memorandum	NIA
Memorandum	INO.

Date

February 25, 2025

To:

Juan Pinillos, Chief of Police

Via chain-of-command

From:

Jonathan Wilson, Acting Major

Subject:

House Bill 1365 and Senate Bill 1530

The purpose of this memorandum is to define the necessity of City of North Miami Beach (NMB) Ordinance and North Miami Beach Police Department Standard Operating Procedures (SOP) relating to "public camping" and "public sleeping".

Effective October 1, 2024, Florida House Bill #1365 and Senate Bill #1530 went into effect. The bill preempts counties and municipalities from authorizing individuals to regularly sleep or camp on public property, at public buildings, or on public rights-of-way within their jurisdictions. The prohibitions against camping or sleeping on public property do not apply when the Governor has declared a state of emergency or when local officers have declared a local state of emergency.

The bill authorizes a resident, local business owner, or the Attorney General to bring a civil action against a county or municipality to enjoin practices of allowing unlawful sleeping or camping on public property. When filing an application for an injunction, the plaintiff must also file an affidavit demonstrating that the governmental entity has been notified of the problem and that the problem has not been cured. A prevailing plaintiff may recover reasonable expenses incurred in bringing the action.

#### **ORDINANCE NO. 2025-XX**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CITY OF NORTH MIAMI BEACH CODE BY AMENDING CHAPTER IX, ENTITLED "OFFENSES AND MISCELLANEOUS PROVISIONS," BY AMENDING SECTION 9-35 ENTITLED "CAMPING PROHIBITED"; TO PROVIDE A UNIFORM PROCEDURE FOR IDENTIFYING CAMPING AND POLICE DEPARTMENT ENFORCEMENT OF THE CAMPING PROHIBITION; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVERNER'S ERROR, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Chapter 166, Florida Statutes and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, the proposed amendment seeks to set forth the definition of prohibited camping and establish procedures for enforcement, as mandated by recent legislation passed and adopted by the State Legislature and signed into law by the Governor; and

**WHEREAS**, the Mayor and City Commission find the proposed amendments to be consistent with the North Miami Beach Comprehensive Plan and in the best interests of the City.

# NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA: 1

<u>Section 1.</u> The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Ordinance; all exhibits attached hereto are made a specific part of this Ordinance.

<u>Section 2.</u> That Chapter IX "OFFENSES AND MISCELLANEOUS PROVISIONS", and Chapter IX, Section 9-35 entitled "Camping Prohibited", of the Ordinances of North Miami Beach, Florida, is hereby deleted in its entirety, and hereby amended in its entirety to read as follows:

CHAPTER IX – OFFENSES AND MISCELLANEOUS PROVISIONS

\*\*\*

#### Section 9-35 – CAMPING PROHIBITED

<sup>&</sup>lt;sup>1</sup>/ Proposed additions to existing City Code text are indicated by underline; proposed deletions from existing City Code text are indicated by strikethrough.

#### (a) Definitions.

<u>Temporary Shelter means the unauthorized use of fabric, metal, cardboard, or other material as a tent or other temporary structure for living accommodation purposes or human habitation.</u>

Camping means to occupy, sleep, reside or dwell temporarily on City property by the erection, use or occupation of any tent, hut, lean-to, shack or Temporary Shelter for sleeping purposes, or the laying down of bedding, such as a mat, blanket, sleeping bag or similar material for the purpose of sleeping, and conducting activities of daily living such as eating, sleeping or storage of personal possessions in such place.

Officer means a sworn law enforcement officer of the City of North Miami Beach Police Department.

Proper identification means a driver's license, a government or employment identification card with a photograph, or other form of photo-bearing identification that would satisfy an Officer, in his or her reasonable discernment, as to the identity of the person.

- (b) Prohibited Acts. It shall be unlawful for any person to engage in Camping on public or private property in the City, including rights-of-way, except as may be specifically authorized by the appropriate governmental authority and/or property owner.
- (c) Evidence of Camping. Being in a Temporary Shelter or being asleep in a public area is not sufficient to constitute a violation of this section. One or more of the following shall also exist to determine a person is engaged in Camping:
- 1. Numerous items of personal belongings are present;
- 2. The person is engaged in cooking activities;
- 3. The person has built or is maintaining a fire;
- 4. The person has engaged in digging or earth breaking activities; or
- 5. The person is asleep and he or she has no other permanent place to live.
- (d) Enforcement.

Except as provided for in subsection (e), whenever an Officer has probable cause to believe that a violation of this section has occurred, he or she shall advise the person of the violation and afford the person an opportunity to be transported to a public shelter or otherwise vacate the area immediately upon request of an Officer. Under such circumstances, the Officer shall advise the person that, if they elect to be transported to a public shelter, any of his or her personal property that is not taken to the public shelter will be inventoried and stored by the City police department until reclaimed, or for a maximum of 60 days, except to the extent that such personal property is perishable or unsanitary, in which case such personal property may be discarded.

If the person elects to be transported to a public shelter, the Officer shall make available such transportation as may be available and the person making such election shall not be charged with a violation of this section.

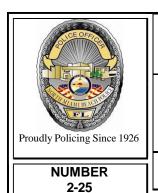
If the person refuses either to be transported to a public shelter, or to otherwise vacate the premises, then such person may be charged with a violation which shall constitute a public nuisance and, upon conviction, be shall be punishable in accordance with subsection 9-1.1 of this Code.

(e) Subsection (d) shall not apply to any person who cannot be properly identified, or is intoxicated, or who within the past year was previously charged with a violation of this section three (3) times or who *elected to be transported to a public shelter three (3) times.* (f) Any personal property that was inventoried and stored by the City police department for a person transported to a shelter under the provisions of this section which has not been reclaimed within 60 days of the date of inventory, shall be deemed abandoned and disposed of according to F.S. Ch. 705. It is the intention of the City Commission of the City of North Miami Beach, Section 3. and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "section," "article" or any other appropriate word. If the provisions of this Ordinance conflict with any other ordinance, rule Section 4. or regulation, the provisions of this Ordinance shall prevail. All ordinances or parts of ordinances in conflict herewith are repealed. Any typographical errors that do not affect the intent of this Ordinance may Section 5. be corrected with notice to and authorization of the City Attorney and City Manager without further process. Section 6. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part. This Ordinance shall become effective immediately upon adoption on Section 7. second reading. [SIGNATURE PAGE TO FOLLOW] APPROVED on this first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2025 APPROVED AND ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025

ATTEST:

ANDRISE BERNARD, MMC CITY CLERK	MICHAEL JOSEPH MAYOR
(CITY SEAL)	
	ORM AND LEGAL SUFFICIENCY FOR THE USE OF THE CITY OF NORTH MIAMI BEACH ONLY:
	JOSEPH S. GELLER CITY ATTORNEY

SPONSORED BY: Mayor and City Commission



#### SUBJECT HOMELESS PERSONS

#### **CHIEF OF POLICE**

#### JUAN PINILLOS

**EFFECTIVE DATE** 02/10/2025

**REVISED DATE** 



- 1.0 **PURPOSE:** The purpose of this directive is to establish procedures for Department members during contacts with homeless persons.
- 1.1 **POLICY:** It is the policy of the North Miami Beach Police Department for all members to provide appropriate law enforcement services to the entire community while protecting the rights, dignity, and personal property of the homeless population.

#### 1.2 **DEFINITIONS:**

**Homeless Persons:** Any individual who lacks a fixed, regular, and adequate night-time residence or has a primary night-time residency that is:

- 1.2.1 A supervised publicly or privately-operated shelter designed to provide temporary living accommodations;
- 1.2.2 An institution that provides a temporary residence for individuals intended to be institutionalized; or
- 1.2.3 A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

An officer may make reasonable inquiry to make this determination. The term 'homeless person' does not include any person imprisoned or otherwise detained following an Act of Congress or State law.

**Life Sustaining Conduct (misdemeanor/ordinance violation)** – Those acts that a homeless individual commits by the mere fact that they are without shelter and must conduct life-sustaining activities, i.e., sleeping, sitting, congregating in public, bathing, relieving oneself. Examples: Littering, FSS 403.413; Trespass on Public Property, FSS 810.09(1); Exposure of Sexual Organs (when bathing for example), FSS 800.03; Disorderly Conduct (if the homeless person is relieving him/herself and there are no public restrooms available or open), FSS 877.03.

**Public Property** – All property owned by any government entity, federal, state, or local except for property that has become subject to a leasehold interest, management agreement or other possessory interest of a non-government lessee, licensee, or manager, and is operated as a private business. A public park shall always constitute public property within the meaning of this definition.

**Exempt Public Property** – The following are exempt public properties: City of North Miami Beach City Hall, Fire Station, North Miami Beach Police Department, Library, and other municipal complexes.

Camping (misdemeanor/ordinance violation) - To occupy, sleep, reside or dwell temporarily on City property by the erection, use or occupation of any tent, hut, lean-to, shack or Temporary Shelter for sleeping purposes, or the laying down of bedding, such as a mat, blanket, sleeping bag or similar material for the purpose of sleeping, and conducting activities of daily living such as eating, sleeping or storage of personal possessions in such place.

#### 1.3 PROCEDURES:

- **1.3.1** Casual Contact: At any time, and for any reason, police officers may approach a homeless person, who has not been observed engaging in any criminal conduct, to advise the person of shelters, services or assistance which are currently available. The officer may call a Crisis Intervention Team (CIT) Officer for assistance, unless already CIT certified, if available. The homeless person may or may not accept the advice or referral or may even walk away from the area. The rationale is to proactively provide referrals to the homeless.
  - 1.3.1.1 Police officers may transport homeless persons to the appropriate shelter when the person accepts such referral.
  - 1.3.1.2 The transporting officer shall conduct a warrant check of the individual prior to transport.
  - 1.3.1.3 The transporting officer shall search the homeless individual for weapons and/or contraband prior to transport.
  - 1.3.1.4 The transporting officer shall advise the dispatcher of the transport, to include the vehicle mileage from the permanent odometer, not the trip meter, prior to transporting and again upon arrival at their destination.
  - 1.3.1.5 If a shelter is not available or the individual is not accepted at a shelter, the officer should direct the individual to contact the Miami-Dade Homeless Trust at (877) 994-4357.
- **1.3.2** Arrest situations: Arrests of all persons including those defined as homeless shall comply with all applicable federal, state, and local laws and Department policies and procedures.
  - **1.3.2.1** An officer always has the right to approach any individual including a homeless person, to dispel any suspicions the officer may have about the individual and ascertain that no criminal activity is occurring.
  - **1.3.2.2** If a police officer observes a homeless person(s) engaged in criminal activity, when practical and prudent to do so, an alternative to a physical arrest may be used. Officers using a referral to a homeless facility as an alternative shall comply with the intake procedures of the chosen organization.
  - **1.3.2.3** If a police officer observes a homeless person(s) engaged in life-sustaining conduct on public property, and the continued freedom of the individual(s) would not result in a breach of peace or more serious crime, the officer is encouraged to utilize referral to the Miami-Dade Homeless Trust or other appropriate social service provider. It must be recognized that such referral is contingent on the voluntary agreement of the homeless person to accept such referral.
  - **1.3.2.4** Examples of misdemeanor and ordinance violations that are not considered life-sustaining activities:
    - 1.3.2.4.1 Disorderly Conduct, FSS 877.03 (unless the homeless person is relieving themselves and there are no available or open public restrooms, in which case the act is a "life-sustaining violation")
    - 1.3.2.1.2Loitering and Prowling, FSS 856.021

- 1.3.2.1.3 Trespass on Private Property, FSS 810.08(1)
- 1.3.2.1.4 Possession/Consumption of Alcohol/Open Container, Miami-Dade County Ordinance 21-31.2
- **1.3.2.5** The discretion to make a physical arrest of a person determined to be homeless for misdemeanor violations shall be the responsibility of the individual officer.

#### 1.4 PERSONAL PROPERTY:

- **1.4.1** The personal property of all homeless persons shall be respected. In no event shall any officer destroy any personal property known to belong to a homeless person, or readily recognizable as property of a homeless person unless it is contaminated or otherwise poses a health hazard to an officer or to members of the public. Officers shall not be responsible for taking custody of mattresses.
- **1.4.2** The arresting officer shall take custody of the prisoner's property and shall handle it in accordance with appropriate Department policy.

#### 1.5 ADMITTANCE PROCEDURES:

- 1.5.1 When an officer comes into contact with a homeless subject requesting shelter, the officer shall first check FCIC/NCIC and the Miami-Dade Police Department for any active warrants/capias on the subject. Anyone with an active warrant/capias and/or notifications referencing sexual predator/child molester will not be accepted by the centers/facilities.
- 1.5.2 If officers need further assistance in finding shelter for a homeless person, they may request the assistance of a Crisis Intervention Team (CIT) officer or the Miami-Dade Communications Center dispatcher (or Info Channel, if available, via NMBPD Communications Dispatcher).

#### 1.6 CAMPING PROHIBITED:

1.6.1 It shall be unlawful in the City to engage in Camping on public or private property, including rights-of-way, except as may be specifically authorized by the appropriate governmental authority and/or property owner.

#### 1.6.2 **Definitions:**

- **1.6.2.1 Temporary shelter:** means the unauthorized use of fabric, metal, cardboard, or other materials as a tent or other temporary structure for living accommodation purposes or human habitation.
- **1.6.2.2 Camping:** means to reside or dwell temporarily on City property by the erection, use or occupation of any tent, hut, lean-to, shack or Temporary Shelter for sleeping purposes, or the laying down of bedding, such as a mat, blanket, sleeping bag or similar material for the purpose of sleeping, and conducting activities of daily living such as eating, sleeping or storage of personal possessions in such place.
- **1.6.2.3 Officer:** means a sworn law enforcement officer of the City of North Miami Beach Police Department.
- **1.6.2.4 Proper identification**: means a driver's license, a government or employment identification card with a photograph, or other form of photo-bearing identification that would satisfy an Officer, in his or her reasonable discernment, as to the identity of the person.
- **1.6.3** Being in a Temporary Shelter or being asleep in a public area is not sufficient to constitute a violation of this section. One or more of the following shall also exist to determine a person is engaged in Camping:

- 1.6.3.1 Numerous items of personal belongings are present;
- 1.6.3.2 The person is engaged in cooking activities;
- 1.6.3.3 The person has built or is maintaining a fire;
- 1.6.3.4 The person has engaged in digging or earth breaking activities; or
- 1.6.3.5 The person is asleep and he or she has no other permanent place to live.
- **1.6.4** Except as provided for in subsection 1.6.7, whenever an Officer has probable cause to believe that a violation of this section has occurred, he or she shall advise the person of the violation and afford the person an opportunity to be transported to a public shelter or otherwise vacate the area immediately upon request of an Officer. Under such circumstances, the Officer shall advise the person that, if they elect to be transported to a public shelter, any of his or her personal property that is not taken to the public shelter will be inventoried and stored by the City police department until reclaimed, or for a maximum of 60 days, except to the extent that such personal property is perishable or unsanitary, in which case such personal property may be discarded.
- **1.6.5** If the person elects to be transported to a public shelter, the Officer shall make available such transportation as may be available and the person making such election shall not be charged with a violation of this section.
- 1.6.6 If the person refuses to be transported to a public shelter, or to otherwise vacate the premises, then such person may be arrested and charged with Camping and, upon conviction, shall be punishable by a fine up to \$500.00, imprisonment in the county jail up to 60 days, or both .

- **1.6.7** Subsection 1.6.4 shall not apply to any person who cannot be properly identified, or is intoxicated, or who within the past year was previously charged with a violation of this section three (3) times or who elected to be transported to a public shelter three (3) times.
- **1.6.8** Any personal property that was inventoried and stored by the North Miami Beach Police Department, for a person transported to a shelter under the provisions of this section which has not been reclaimed within 60 days of the date of inventory, shall be deemed abandoned and disposed of according to F.S. Ch. 705.

**Juan Pinillos Chief of Police** 



City of North Miami Beach 17011 NE 19 Avenue North Miami Beach, Fl 33162 305-947-7581 www.citynmb.com

#### **MEMORANDUM**

**TO:** Mayor and City Commission

FROM: Hamid Nikvan, NMB Water Director

VIA: Mario A. Diaz, City Manager

**DATE:** March 18, 2025

**RE:** Resolution No. R2025-38 Approving a Change Order with Lhoist North American of Alabama, Inc for the Furnish, Deliver and Discharge of Quicklime (Hamid Nikvan, NMB Water Director)

#### **Description**

The City of North Miami Beach is utilizing the City of Tamarac's Cooperative Contract No. ITB 23-36B "Furnish, deliver and Discharge of quicklime", effective from November 1, 2023, for an initial three (3) year term through October 31, 2026, with an option to renew for one (1) additional three (3) year term through October 31, 2029.

### BACKGROUND ANALYSIS:

Commission approval was granted on December 19, 2023, via R2023-127 for the purchase of quicklime delivery and discharge services from Lhoist in an estimated annual budgeted amount of \$1,100,000.

An increase in water consumption during peak seasons, such as the summer months, coupled with additional quicklime required to treat water during the rainy season, results in a higher demand for quicklime. As a result, the NMB Water Department is requesting an additional \$297,000 as established in the 2024/2025 fiscal budget, to facilitate annual quicklime services in a not to exceed amount of \$1,397,000.

Lhoist North America of Alabama, Inc. ("Lhoist") provides the Norwood Water Plant with essential quicklime discharge services. The Water Plant uses quicklime to stabilize the pH, soften water, stabilize biosolids, and precipitate nutrients to improve water quality.

The Water Director recommends that the City Commission approve and **RECOMMENDATION:** authorize the City Manager, or designee, to approve a change order to the contract with Lhoist. This change order will increase the expenditure by \$297,000, thereby increasing the total annual expenditure to the previously approved fiscal year budgeted amount not to exceed \$1,397,000, to furnish, deliver and discharge quicklime for the City of North Miami Beach's Water Department.

## **IMPACT:**

FISCAL/BUDGETARY Requesting an increase in the contract by \$297,000 as approved in the adopted FY25 budget appropriation.

#### ATTACHMENTS:

#### Description

- D Resolution\_:Lhoist
- D Lhoist\_Exhibit A

#### **RESOLUTION NO. 2025-**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH LHOIST NORTH AMERICA OF ALABAMA, INC. INCREASING THE CONTRACT BY AN AMOUNT NOT TO EXCEED \$297,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

**WHEREAS,** City of Tamarac awarded COOP Contract 23-36B "Furnish, Deliver and Discharge of Quicklime" ("Coop contract") to Lhoist North America of Alabama, Inc. ("Lhoist") for a period of three (3) years effective November 1, 2023 through October 31, 2026 with the option to renew for one (1) additional three-year term; and

**WHEREAS,** an estimated annual budgeted amount of \$1,100,000 for the delivery and discharge of quicklime with Lhoist was previously approved by Commission via Resolution R2023-127 on December 19, 2023; and

**WHEREAS,** NMB Water continues to produce water to meet consumption needs, resulting in increased quicklime delivery and discharge services. The previously approved 2024-2025 fiscal year budget has been established to facilitate annual quicklime services in a not to exceed amount of \$1,397,000; and

**WHEREAS,** Section 3-3.20 of the of the Code of Ordinances City of North Miami Beach, Florida, 2008 ("Code") requires that change orders exceeding 10% or \$50,000.00, whichever is less, shall be approved by the City Commission; and

WHEREAS, the City Manager and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to execute a Change Order to the previously approved contract with Lhoist to increase the previously approved expenditure by \$297,000, thereby increasing the total annual expenditure to the previously approved fiscal year budgeted amount not to exceed \$1,397,000; and

**WHEREAS**, the Mayor and City Commission believe it is in the best interests of the City to approve and authorize the City Manager or designee to execute a Change Order to the previously approved contract with Lhoist to increase the previously approved expenditure by \$297,000, thereby increasing the total annual expenditure to the previously approved fiscal year budgeted

amount not to exceed \$1,397,000 to furnish, deliver and discharge quicklime.

## NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

- <u>Section 1.</u> The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.
- Section 2. The Change Order, in substantially the form attached as Exhibit "A," to the previously approved contract with Lhoist North America of Alabama, Inc. to increase the expenditure by \$297,000, thereby increasing the total annual expenditure to the previously approved fiscal year budgeted amount not to exceed \$1,397,000, to furnish, deliver and discharge quicklime, subject to budget appropriation and availability of funds is hereby approved.
- **Section 3.** The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.
- **Section 4.** All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.
- <u>Section 5.</u> Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.
- **Section 6.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.
  - **Section 7.** This Resolution shall take effect immediately upon adoption.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ATTEST:		
ANDRISE BERNARD, MMC	MICHAEL JOSEPH	
CITY CLERK	MAYOR	
(CITY SEAL)		
APPROVED AS TO FORM AND LEGAL AND RELIANCE OF THE CITY OF NO		
GREENSPOON MARDER, LLP.		
By:		
CITY ATTORNEYS		

Sponsored by: Mayor & Commission

 $APPROVED\ AND\ ADOPTED\ \ \ \ by\ the\ City\ of\ North\ Miami\ Beach\ City\ Commission\ at$  the regular meeting assembled this  $18^{th}\ day\ of\ March\ 2025.$ 



## Southeast Florida Governmental Purchasing Cooperative Group

#### **CONTRACT AWARD**

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to <a href="mailto:RWhitcomb@greenacresfl.gov">RWhitcomb@greenacresfl.gov</a> for placement on the NIGP SEFL website Cooperative contract page.

#### PAGE 1 OF 2

BID/RFP No. 23-	36B	
	Furnish, Deliver and Discharge of 0	Quicklime
Initial Contract Te	rm: Start Date: November 1, 2023	End Date: October 31, 2026
Renewal Terms of	f the Contract: 1 Re	enewal Options for 3 Years
	(No. of Renewals)	(Period of Time)
Renewal No	Start Date:	End Date:
Renewal No	Start Date:	End Date:
Renewal No	Start Date:	End Date:
SECTION #1	VENDOR AWARD	
Vendor Name:	endor Name: Lhoist North America of Alabama, LLC	
Vendor Address:	5600 Clearfork Main Street Suite 200 Fort Worth TV 76100	
Contact:	Dale James, Florida Sales Manage	er or Elizabeth Hart. FL Sales Coordinator
Phone:	(863) 698-8769 (Orders) & (877) 644-9010	Fax: (863) 644-9030
Cell/Pager:	(314) 614-4950	Email Address: dale.james@lhoist.com / elizabeth.hart@lhoist.com
Website:	http://www.lhoist.com	FEIN: 63-1002780
VENDOR AWARD		
Vendor Name:	Carmeuse Lime and Stone, Inc. (Ci	ty of Hollywood Hi Cal Granular Lime Only)
Vendor Address:	11 Stanwix St., 21st Floor, Pittsbur	gh, PA 15222
Contact:	Inside Sales	
Phone:	(866) 780-0974	Fax:
Cell/Pager:		Email Address: salesinquiries@carmeuse.com
Website:	http://www.carmeuse.com	FFIN: 25-1254420



City of North Miami Beach 17011 NE 19 Avenue North Miami Beach, Fl 33162 305-947-7581 www.citynmb.com

#### MEMORANDUM

**TO:** Mayor and City Commission

**FROM:** Hamid Nikvan, NMB Water Director

VIA: Mario A. Diaz, City Manager

**DATE:** March 18, 2025

**RE:** Resolution No. R2025-39 Approving Award of ITB-24-039-SG Raw Water Transmission Mains & Wells (Hamid Nikvan, NMB Water Director)

#### **Description**

An invitation to bid was issued for the Norwood Water Treatment Plant Improvement Phase 2 – Raw Water Transmission mains and Wells Project.

The aim of the Raw Water Transmission Mains and Wells Project is to equip the recently completed Floridan well with new cast-in-place concrete vaults, submersible pumps, stainless steel piping, control panels and instrumentation as outlined in ITB-24-039-SG.

The solicitation was posted on the City's website and BidSync, with electronic notification sent to over 15,600 suppliers. At the bid submission deadline, two (2) bids were received from David Mancini & Sons, Inc. at \$9,178,631.00 and Southern Underground Industries, Inc. at \$7,119,943.07. Of the bids submitted, Southern Underground Industries, Inc. provided the lowest responsive bid.

## BACKGROUND ANALYSIS:

The NMBW team and Kimley-Horn & Associates (EOR) reviewed the current conditions of both wells. The recently constructed Biscayne Aquifer Well has experienced some issues that have relegated it to a monitoring well at this time. Thus, the scope of services has been altered eliminating the line items (materials and labor) for the Biscayne Aquifer.

This project will now equip one (1) new Upper Floridan well. A new well

head will be constructed and equipped in a new cast in place concrete vaults, new submersible pumps, stainless steel piping, control panel and instrumentation. The upper Floridan well Raw Water main will be extended East of the well site approximately 3,000LF (with a 2-inch conduit and pull boxes for future fiber). A portion of the main will be installed via directional drilling.

Both respondents were notified of the scope changes and submitted their best and final offer (BAFO). The resulting bids were David Mancini at \$6,104,890 and Southern Underground at \$5,287,717.60.

#### **RECOMMENDATION:**

The City Manager and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to award the ITB to the lowest responsive, responsible bidder, Southern Underground Industries, Inc. to successfully complete the Raw Water Transmission Mains and Wells project in a not to exceed amount of \$5,287,717 including contingency of (\$480,701.60).

Southern Underground Industries has consistently demonstrated reliability, responsiveness, and seamless integration with NMB Water operations.

FISCAL/ BUDGETARY Requesting a purchase order for the allocated amount of \$4,807,016.00 and IMPACT: authorizing an as needed contingency not to exceed amount of \$480,701.60 as approved in the adopted budget appropriation.

#### ATTACHMENTS:

#### Description

- Resolution Raw Water
- ☐ Tab Report\_Raw Wells
- Bid Raw Wells
- **D** BAFO DMSI
- **B**AFO- Southern Underground

#### **RESOLUTION NO. R2025-XX**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE AWARD OF INVITATION TO BID NO. ITB-24-039-SG – RAW WATER TRANSMISSION MAINS AND WELLS TO SOUTHERN UNDERGROUND INDUSTRIE, INC. IN A TOTAL NOT TO EXCEED AMOUNT OF \$5,287,717; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

**WHEREAS**, the City issued an Invitation to Bid No. ITB-24-039-SG ("ITB") for "Raw Water Transmission Mains and Wells", pursuant to the ITB, the selected contractor is required to provide all necessary project labor, machinery, rentals, tools, travel, transportation, delivery, materials, equipment, supplies, permits, and related incidentals to equip production of Floridan well. The well head will be constructed and equipped in new cast in place concrete vaults, new submersible pumps, stainless steel piping, control panels and instrumentation ("Project"); and

**WHEREAS,** the solicitation was posted on the City's website and BidSync, with electronic notification sent to over 15,600 suppliers. The City received two (2) bids from Southern Underground Industries, Inc., and David Mancini & Sons, Inc.; and

WHEREAS, the NMB Water and Procurement Management Departments reviewed the bids and conducted a responsibility review meeting, and determined that Southern Underground Industries, Inc. ("Southern") submitted the lowest responsive and responsible bid and recommend award of the ITB to Southern; and

**WHEREAS,** Section 3-3.14 of the City's Code of Ordinances provides that contracts in excess of fifty thousand dollars (\$50,000.00) shall be awarded by the City Commission; and

**WHEREAS,** the City Manager and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to award the ITB and execute a contract with Southern and issue a purchase order for the base bid amount of \$4,807,016.00 and authorize an as needed contingency amount of \$480,701, for a total not to exceed amount of \$5,287,717; and

WHEREAS the Mayor and City Commission believe it is in the best interests of the City to authorize the City Manager to award the ITB-24-039-SG Raw Water Transmission Mains and Wells and execute a contract with Southern and issue a purchase order for the base bid amount of \$4,807,016.00 and authorize an as needed contingency amount of \$480,701, for a total not to exceed amount of \$5,287,717.

### NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA:

**Section 1.** The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The Mayor and City Commission accept the recommendation of the City Manager and City staff and award ITB-24-039-SG Raw Water Transmission Mains and Wells to Southern Underground Industries, Inc., and authorize the City Manager to execute a contract with Southern Underground Industries, Inc, and issue a purchase order for the base bid amount of \$4,807,016.00 and authorize an as needed contingency amount of \$480,701, for a total not to exceed amount of \$5,287,717, subject to budget appropriation and availability of funds.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

**Section 4.** All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 5.** Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

<u>Section 6.</u> If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

**Section 7.** This Resolution shall take effect immediately upon adoption.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **18**<sup>th</sup> **day of March 2024**.

ATTEST:

CITY ATTORNEYS

ANDRISE BERNARD, MMC CITY CLERK	MICHAEL JOSEPH MAYOR	
(CITY SEAL)		
APPROVED AS TO FORM AND LEGA AND RELIANCE OF THE CITY OF NO		
GREENSPOON MARDER, LLP.		
By:		

Sponsored by: Mayor & Commission

#### Bid #ITB-24-039-SG - Raw Water Transmission Mains and Wells

Creation Date Nov 6, 2024 End Date Jan 31, 2025 5:00:00 PM EST

Start Date Dec 12, 2024 1:23:08 PM EST Awarded Date Not Yet Awarded

ITB-24-039-SG01-01 Raw Water Transmission Mains and Wells					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Southern Underground Industrie,Inc.	First Offer - \$7,119,943.07	1 / each	\$7,119,943.07	Υ	Υ
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
David Mancini & Sons, Inc.	First Offer - \$9,178,631.00	1 / each	\$9,178,631.00	Υ	Y
Product Code:		Supplier Product C	ode:		
Agency Notes:		Supplier Notes:			

#### **Supplier Totals**

• •		
f Southern Underground Industrie,I	nc. \$7,119,943.07	
Bid Contact Belseri Comerford belseri1111@aol.com Ph 305-710-0470	Address <b>794 S. Military Trail Deerfield Beach, FL 33442</b>	
Agency Notes:	Supplier Notes:	Head Attch:
f David Mancini & Sons, Inc.	\$9,178,631.00	
Bid Contact <b>Christopher Lazzari</b> <b>bids@dmsi.co</b> <b>Ph 954-895-0741</b>	Address <b>2601 Wiles Road Pompano Beach, FL 33073</b>	
Agency Notes:	Supplier Notes:	Head Attch: ₪

<sup>\*\*</sup>All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

2/4/2025 p. 1

### Solicitation ITB-24-039-SG

### **Raw Water Transmission Mains and Wells**

**Bid Designation: Public** 



**City of North Miami Beach** 

## Bid ITB-24-039-SG Raw Water Transmission Mains and Wells

Bid Number ITB-24-039-SG

Bid Title Raw Water Transmission Mains and Wells

Question & Answer

End Date

Jan 10, 2025 3:00:00 PM EST

Bid Contact Shereece George Depusoir

**Chief Procurement Officer** 

305-948-2946

Shereece.George@citynmb.com

Prices Good for **60 days** 

Pre-Bid Conference Dec 17, 2024 11:00:00 AM EST (Online)

Attendance is optional

**Bid Comments** 

The City of North Miami Beach, Florida ("City") is soliciting bids from qualified Contractor(s) for the Norwood Water Treatment Plant Improvement Phase 2 – Raw Water Transmission Mains and Wells Project ("Project"). This project will equip two (2) new production wells, a Floridan well and a Biscayne well.

SITE VISIT: There will be no official scheduled site visit to review the City's expectations for this project, the project background, or to discuss the overview of scope. It is recommended that all interested proposers visit the site at their own leisure. It will be the sole responsibility of the bidder to be familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

#### \*\*\*VIRTUAL PRE-BID MEETING VIA\*\*\*

Tuesday, December 17, 2024 11:00 AM Eastern Time
Join Zoom Meeting>> https://citynmb.zoom.us/j/86978141948 / Meeting ID: 869 7814 1948

#### INTERESTED FIRMS ARE ENCOURAGED TO ATTEND TO VIRTUAL PRE-BID MEETING:

#### IMPORTANT BIDDER INFORMATION:

\*\*It will be the sole responsibility of the bidder to ensure that his bid is submitted prior to the bid opening date and time listed. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA BIDSYNC.COM

<u>> Bid Security:</u> A certified check, cashier's check, bank officer's check or bid bond for **FIVE** percent **(5%)** of the bid amount, made payable to the City North Miami Beach, Florida, shall accompany each proposal.

> Bid Bonds: Bidders can submit bid bonds for projects four different ways:

- 1.) BidSync allows bidders to submit bid bonds electronically directly through their system using **Surety 2000**. For more information on this feature and to access it, contact BIDSYNC customer care department.
- 2.) Bidders may **upload** their original executed bid bond on BIDSYNC to accompany their bids with the electronic proposal, and deliver the original, signed and sealed hard copy within five (5) business days after bid opening, with the company name, bid number and title clearly indicated.

- 3.) Bidders can **hand deliver** their bid bond in a sealed envelope to the Procurement Management Division, Suite 315, 17011 NE 19 th Ave. North Miami Beach, FL 33162-3100, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.
- 4.) Bidders can **mail** their bid bond to the Procurement Management Division, Suite 315, 17011 NE 19 th Ave. North Miami Beach, FL 33162-3100, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.

**Certified Checks, Cashier's Checks and Bank Drafts.** These **cannot** be submitted via BIDSYNC, nor are their images allowed to be uploaded and submitted with your electronic bid. These forms of securities, as well as hard copy bid bonds, must be received on or before the Invitation to Bid (ITB) opening date and time, at the Procurement Management Division, Suite 315, 17011 NE 19 th Ave. North Miami Beach, FL 33162-3100, with the bid number and title clearly indicated on the envelope. It is the bidder's sole responsibility to ensure that his bid bond or other bid security is received by the Procurement Services Division before time of bid opening. Failure to adhere to this requirement may be grounds to consider the bid as non-responsive.

**PERFORMANCE AND PAYMENT BOND** Within ten (10) days of the award of contract, the Proposer shall provide the following surety bonds, each in the amount of one hundred percent (100%) of the contract price, and issued by a properly licensed surety company, listed in the current issue of the Federal Register published by the Department of the Treasury, acceptable to the City of North Miami Beach

The City of North Miami Beach reserves the right to waive any informality in any or all bids and to reject any or all bids.

For information concerning technical specifications, please utilize the question/answer feature provided by BIDSYNC at www.bidsync.com . Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

Added on Jan 8, 2025:

- \*\*\*ADDENDUM NO. 1 Changes to Technical Specifications / Substantial & Final Completion Updates Added on Jan 23, 2025:
- \*\*\*ADDENDUM NO. 2 Bid End Date Extended to FRIDAY, JANUARY 31, 2025 @ 3PM. / QUESTIONS & ANSWERS / OPCC POSTED

Added on Jan 31, 2025:

\*\*\*BID CLOSE TIME EXTENDED TO 5:00PM JANUARY 31, 2025\*\*\*

#### **Item Response Form**

Item	ITB-24-039-SG01-01 - Raw Water Transmission Mains and Wells
Quantity	1 each
Unit Price	
Delivery Location	City of North Miami Beach
	Norwood Water Treatment Plant
	19150 N.W. 8th Avenue
	Miami Gardens FL 33169
	<b>Qty</b> 1

#### Description

Successful Bidders shall complete the Bid Tab in accordance with the technical specifications.

## SECTION 1.0 GENERAL TERMS AND CONDITIONS

#### 1.1 **DEFINITIONS**

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids/Proposals.

Allowance Account: Amount established to cover the cost of prescribed items that are not specified in enough detail.

Advertisement for Bids: The public notice inviting the submission of bids for the work.

Bid: The written offer of a Bidder to perform the work or service.

Bid Documents: Bid Guarantee or Bid deposit. The Advertisement for Bid, Instructions to Bidders, Bid Form, Bidder Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Bidder: Any individual, firm, partnership, or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid/Proposal Bond: A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

Construction Manager: Individual that coordinates and supervises and/or oversees the

implementation of this project.

Contract: The written agreement between the City and the Bidder for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Contract Manager: North Miami Beach's City Manager or designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation, or joint venture whose bid is accepted and who enters into a Contract with the City of North Miami Beach and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City: A political subdivision, Incorporated City within Miami-Dade County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Commission members.

City Manager: The Manager of the City of North Miami Beach, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the City's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

Engineer: Any individual, firm partnership, or corporation providing design services related to this Bid.

Inspector: Individual employed to ensure that official regulations are obeyed for this project.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of North Miami Beach.

Owner: The term Owner as used in this Contract shall mean the City of North Miami Beach.

Performance Deposit: Certified Bank Check executed by the Contractor, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all person's supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Project Manager: The duly authorized representative designated to manage the Project.

Scope of Service: Document which details the work to be performed by the Bidder.

Subcontractor or Sub consultant: Any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the Bidder in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Designated", "Ordered". "Selected". "Prescribed", or words of like import to mean respectively, the direction. requirement. permission, order, designation, selection or prescription of the City's Contract Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Contract Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

#### 1.2 VENDOR REGISTRATION INSTRUCTIONS

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit Bids. At the time of contract award (including small purchase orders), Bidders must complete a Vendor Application. For information and to apply as a vendor, please visit our website at <a href="https://www.citynmb.com">www.citynmb.com</a> to download an application and submit it to Procurement Management Division, 17011 NE 19 Avenue, Suite 315 North Miami Beach, Florida 33162. To get solicitation document, specifications and updates go to <a href="https://www.citynmb.com">www.citynmb.com</a>.

### 1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or Invitation to Bid ("ITB").

Pursuant to Section 2-11.1(t) of the County Code, all solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Chief Procurement Officer or Procurement Supervisor. Such inquiries or request for information shall be submitted to the Chief Procurement Officer or Procurement Supervisor and shall contain the requester's name, address, and telephone number. The request may also be electronically mailed to bids@citynmb.com or mailed to Procurement Management Division, 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162.

During the Cone of Silence, the following is prohibited: Any communication regarding this solicitation between a potential vendor, service provider, Bidder, lobbyist, or consultant and the City's professional staff including, but not limited to City Commission, the City Manager and his or her staff. All communication regarding this solicitation should be sent in writing only to the Procurement Management Division at <a href="mailto:bids@citynmb.com">bids@citynmb.com</a>.

#### 1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions, and all other contract documents.
- B. Bidders shall make all investigations to thoroughly inform necessary themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the Bidder.
- C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of North Miami Beach Purchasing Code and applicable Miami-Dade County Ordinances, State Statutes and Federal Statutes.

#### 1.5 SUBMISSION OF BIDS

Bids and Addenda thereto shall be delivered via Bidsync.com by the due/time specified.

#### 1.6 ADDENDA

The Procurement Management Division may issue an addendum in response to any inquiry received, prior to the bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda via Bidsync.com. Failure to acknowledge Addenda shall deem the response non-responsive provided, however, that the City may waive this requirement in its best interest.

#### 1.7 REJECTION OF BID

The City reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the contract or reject all bids within one hundred and twenty (120) calendar days after Bids opening date.

#### 1.8 WITHDRAWAL OF BID

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the Bid opening.
- B. Bids may be withdrawn prior to the time set for the Bid opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the Bid deposit furnished by any Bidder who requests to withdraw a Bid after the Bid opening.

#### 1.9 LATE BIDS OR MODIFICATIONS

Only Bids received as of opening date and time will be considered timely. Bids and modifications received after the time set for the Bid opening will be rejected as late.

### 1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Bid Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the General Terms and Conditions, the Special Conditions, the Scope of Services, and the Bid Submittal Section.

### 1.11 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Chief Procurement Officer on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The City will not be responsible for any other explanation or interpretation of the proposed made or given prior

to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Chief Procurement Officer by the deadline for Questions posted on Bidsync.com.

#### 1.12 INVOICING/PAYMENT

All invoices should be sent to:
 Finance Department,
 17011 NE 19 Avenue, 3<sup>rd</sup> Floor,
 North Miami Beach, Florida 33162.
In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the bid form.

#### 1.13 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation(s): have а record performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.
- B. The City may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the City. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

### 1.14 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Chief Procurement Officer. Procurement Management Division 17011 NE 19th Avenue, Suite 315 North Miami Beach, FL 33162 Phone: (305) 948-2946 Email: bids@citynmb.com

and,

To the City Attorney City Attorney 17011 NE 19th Avenue, 4<sup>th</sup> Floor North Miami Beach, FL 33162 Phone: (305) 948-2939

#### To the Bidder

Notices will be sent to the Bidder at the e-mail address and to the person listed in the bid, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

#### 1.15 EMPLOYEES

All employees of the Bidder shall be at all times the sole employees of the Bidder under the Bidder's sole direction, and not employees or agents of the City of North Miami Beach. The Bidder shall supply competent and physically capable employees and the City is authorized to require the Bidder to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

#### 1.16 AWARD OF BID

The bid, or contract, shall be awarded to the lowest responsible and responsive bidder whose bid conforms with the terms and conditions of the Invitation to Bid.

#### 1.17 PROTESTS

- A. Right to protest. Any Bidder or interested parties (hereinafter collectively referred to as the "Bidder") who has a substantial interest in and is aggrieved in connection with the solicitation or proposed award of the ITB may protest to the City Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from established purchasing procedures set forth in City Purchasing Code, any written guidelines of the procurement department, and the specifications, requirements and/or terms set forth in the ITB.
  - 1. Any protest concerning the ITB specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday, or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein Notice Requirements) to the Chief Procurement Officer with copy to the City Manager and City Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest ITB specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.
  - 2. Any protest after the bid opening, including challenges to actions of any evaluation or selection committee as provided in subsection

- (1) above shall be submitted in writing to the Chief Procurement Officer with copy to the City Manager and City Attorney. The City will allow such bid protest to be submitted anytime until two business days following the release of the notice of Manager's the Citv written recommendation to the City award of the Commission for solicitation in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. All Bidders shall be notified in writing (which may be transmitted by electronic communication, such as email), following the release of the City Manager's written recommendation the City Commission.
- B. The City may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees, and expenses (including expert witness fees), reproduction of documents and other outof-pocket expenses.
- C. Authority to resolve protests. The City Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the ITB.
- D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the City Manager and the City Attorney, or their respective designees, shall certify whether the submission of the response to the ITB in question is responsive. The parties to the protest shall be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.
- E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the City Manager and the

City Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the City Manager, the City Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action.

- F. Distribution. A copy of each decision by the City Manager and the City Attorney shall be mailed or otherwise furnished immediately to the protestor.
- G. Stay of procurements during protests. In the event of a timely protest under this section, the City shall not proceed further with the solicitation or with the award pursuant to the ITB unless a written determination is made by the City Manager, that the award pursuant to the ITB must be made without delay in order to protect a substantial interest of the City.
- H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.
- Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- J. At the time, the City Manager's written recommendation for award of the ITB is presented at a meeting of the Mayor and City Commission, the City Attorney, or designee, shall present a report to inform

- the Mayor and City Commission of any legal issues relative to any protest filed in connection with the ITB in question.
- K. The determination of the City Manager and the City Attorney with regards to all procedural and technical matters shall be final.

#### 1.18 AGREEMENT

An agreement shall be sent to the awarded Bidder to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded Bidder.

#### 1.19 DISQUALIFICATION OF BIDDERS

A Bidder may be disqualified temporarily or permanently, and his/her bid(s) rejected for:

- Poor performance or default, in the City's opinion, on previous contracts with the City.
- Poor performance or default, in the City's opinion, on previous contracts with other public entities.
- Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

#### 1.20 SUBCONTRACTING

The Bidder will not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City. The Bidder shall furnish in writing to the City the names of the Subcontractors. The Bidder shall not contract with any Subcontractors to whom the City has made reasonable and timely objection. The final Subcontractors list shall be presented to the City.

#### 1.21 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City and City's approval.

#### 1.22 FRAUD AND MISREPRESENTATION

In accordance with City Purchasing Policy 3.6 and pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation, or other

entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

#### 1.23 COLLUSION

The Bidder, by affixing his signature to this bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

#### 1.24 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a bid, the Bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

#### 1.25 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Bidders' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or bid opening, whichever is earlier.

Financial statements submitted in response to a request by the City are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Bidder shall not submit any information in response to this invitation which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this ITB shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event that the Bidder submits information to the City in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the City shall endeavor to redact and return that information to the Bidder as quickly as possible. and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a bid/response non-responsive.

THE CONTRACTOR IF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE **PUBLIC RECORDS** RELATING TO THIS AGREEMENT, CONTACT THE OF CUSTODIAN **PUBLIC** RECORDS ΑT (TELEPHONE NUMBER: (305)787-6001, E-**ADDRESS:** CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK. NMB CITY HALL. 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).

#### 1.26 EXCEPTIONS TO BID

The Bidder must clearly indicate any exceptions they wish to take to any of the terms in this Bid, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be

included and clearly delineated, in writing, in the Bid. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Bidder to comply with the particular term and/or condition of the ITB to which the Bidder took exception to (as said term and/or condition was originally set forth on the ITB.)

### 1.27 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Bidder shall indemnify and hold harmless the City of North Miami Beach and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages in an amount not less than \$1,000,000 per occurrence. In addition to \$1,000,000 per occurrence, the City shall be entitled to attorney's fees and costs of defense, which the City of North Miami Beach, or officers. employees, its agents, instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Bidder shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits, or actions of any kind of nature in the name of the City of North Miami Beach, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Bidder shall cover the City of North Miami Beach. its officers. employees, agents instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the contract.

#### 1.28 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

#### 1.29 CHOICE OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

#### 1.30 QUANTITIES

The City specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract price set forth in the bid form by the Bidder.

#### 1.31 CLAIMS

Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

#### 1.32 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

#### 1.33 PUBLIC ENTITY CRIMES

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 on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor

#### 1.34 DISCRIMINATION

Any entity or affiliate who has been placed on the

discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

#### 1.35 DRUG-FREEWORKPLACE PROGRAM

Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form and a copy of the program with their bid.

### 1.36 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low Bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

#### 1.37 ACCESS TO RECORDS

The City reserves the right to require the Bidder to submit to an audit. The Bidder shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The selected Bidder shall retain all records pertaining to the Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

## IF THE CONTRACTOR HAS QUESTIONS REGARDING THE

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS:

CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).

### 1.38 BEST INTEREST OF NORTH MIAMI BEACH

The City of North Miami Beach reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the City.

#### 1.39 INSURANCE REQUIREMENTS

The Bidder shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the Bidder shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Bidder as required by Florida Statute 440. Should the Bidder be exempt from this Statute, the Bidder and each employee shall hold the City harmless from any injury incurred during performance of the Contract. exempt Bidder shall also submit a written statement detailing the number of employees and that they are not required Compensation carry Worker's insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Bidder. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Bidder hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.

NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST

### APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Bidder of this liability and obligation under this section or under any other section in the Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required. within fifteen (15) calendar days after City notification to Bidder to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the City. If the Bidder fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after City notification to comply, the Bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

#### 1.40 CITY WEBSITE

The City utilizes the following procedures for notification of bid opportunities: www.bidsync.com and on the City Website: https://www.citynmb.com/214/Bid-

Opportunities. These are the only forms of

notification by the City. The City shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.

#### 1.41 DISCLAIMER

The City of North Miami Beach may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all bids; readvertise this ITB; postpone or cancel at any time this ITB process; or waive any formalities of or irregularities in the process. Bids that are not submitted on time and/or do not conform to the City of North Miami Beach's requirements will not be considered. After all bids are analyzed, Bidder(s) submitting bids that appear, solely in the opinion of the City of North Miami Beach, to be the most qualified, shall be submitted to the City of North Miami Beach's City Commission, and the final selection will be made thereafter with a timetable set solely by the City of North Miami Beach. The selection by the City of North Miami Beach shall be based on the ITB, which is, in the sole opinion of the City Commission of the City of North Miami Beach, in the best interest of the City of North Miami Beach. The issuance of this ITB constitutes only an invitation to make presentations to the City of North Miami Beach. The City of North Miami Beach reserves the right to determine, at its sole discretion, whether any aspect of the response satisfies the criteria established in this ITB. In all cases the City of North Miami Beach shall have no liability to any bid for any costs or expense incurred in connection with this ITB.

#### 1.42 CONFIDENTIALITY

As a political subdivision, the City of North Miami Beach is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a bid, Bidder acknowledges that the materials submitted with the bid and the results of the City of North Miami Beach's evaluation are open to public inspection upon proper request. Bidder should take special note of this as it relates to proprietary information that might be included in its bid.

#### 1.43 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all

negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters 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. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered, or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

The Bidder shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Bidder acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Bidder shall perform the same as though they were specifically mentioned, described, and delineated.

The Bidder shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Contract Manager.

The Bidder acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Bidder agrees to provide input on policy issues in the form of recommendations.

The Bidder agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Bidder agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement

said changes and in executing the activities required to implement said changes.

### 1.44 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Bidder warrants that it has reviewed the Citv's requirements and has asked such questions and conducted such other inquiries as the Bidder deemed necessary in order to determine the price the Bidder will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The City shall have no obligation to pay the Bidder any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Bidder.

All Services undertaken by the Bidder before City's approval of this Contract shall be at the Bidder's risk and expense.

#### 1.45 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Bidder may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

#### 1.46 MANNER OF PERFORMANCE

A. The Bidder shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of the Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Bidder in all aspects of the Services. At the request of the City, the Bidder shall promptly remove from the project any Bidder's employee, subcontractor, or any other person performing Services hereunder. Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Bidder.

- B. The Bidder agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City. occurring on account of, arising from or in connection with the removal and replacement of any Bidder's personnel performing services hereunder at the behest of the City. Removal and replacement of any Bidder's personnel as used in this Article shall not require the termination and or demotion of such Bidder's personnel.
- C. The Bidder agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to reference is hereinafter made. Bidder agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Bidder warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Bidder shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F. The Bidder shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

#### 1.47 INDEPENDENT CONTRACTOR

#### RELATIONSHIP

The Bidder is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Bidder's 's sole direction, supervision and control. The Bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Bidder's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City.

The Bidder does not have the power or authority to bind the City in any promise, agreement, or representation other than specifically provided for in the Agreement.

### 1.48 AUTHORITY OF THE CITY'S CONTRACT MANAGER

- A. The Bidder hereby acknowledges that the City's Contract Manager determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Bidder shall be bound by all determinations or orders and shall promptly obey and follow every order of the Contract Manager, including the withdrawal or modification of any previous order and regardless of whether the Bidder agrees with the Contract Manager's determination or order. Where orders are given orally, they will be issued in writing by the Contract Manager as soon thereafter as is practicable.

- C. The Bidder must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the Bidder and the Contract Manager are unable to resolve their difference, the Bidder may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to the Agreement authorize the City Manager or designee, who may not be the Contract Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Bidder's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Bidder to the City Manager for a decision, together with all evidence and other pertinent information in regard to

such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Bidder. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### 1.49 MUTUAL OBLIGATIONS

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

### 1.50 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a

period of three (3) years from the expiration date of the Agreement and any extension thereof.

#### 1.51 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

# 1.52 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since assumptions, parameters, projections, estimates, and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn there from, and any assumptions, projections, estimates parameters. explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

#### 1.53 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

### 1.54 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The City may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation, or material misstatement.
- B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such

individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the City, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for City's right to terminate this Agreement for convenience.
- D. The City, through its City Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination, which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the City, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the City's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the City may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:
  - Stop work on the date specified in the notice ("the Effective Termination

Date").

- Take such action as may be necessary for the protection and preservation of the City's materials and property.
- 3. Cancel orders.
- 4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services.
- 5. Take no action which will increase the amounts payable by the City under the Agreement.
- G. In the event that the City exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
  - Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.
- H. All compensation pursuant to this Article is subject to audit.

#### 1.55 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
  - 1. The Contractor has not delivered

p. 18

Deliverables on a timely basis.

- The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel.
- The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services.
- 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver.
- 5. The Contractor has failed to obtain the approval of the City where required by the Agreement.
- 6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
- 7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:
  - 1. Treat such failure as a repudiation of

the Agreement.

- Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the City shall terminate the Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

### 1.56 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues.
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

### 1.57 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third-party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made

against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

- C. In the event any Deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under the Agreement to use the item(s).
- D. The Contractor shall be solely responsible determining for informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade

secrets, patent rights, or other intellectual property rights in the performance of the Work.

#### 1.58 PROPRIETARY RIGHTS

- A. The Bidder hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Bidder hereunder or furnished by the Bidder to the City and/or created by the Bidder for delivery to the City, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Bidder as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Bidder shall not, without the prior written consent of the City, use such documentation on any other project in which the Bidder or its employees, agents, subcontractors, or suppliers are or may become engaged. Submission or distribution by the Bidder to meet official regulatory requirements or for other purposes in connection with performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.
- B. All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Bidder and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- C. Accordingly, neither the Bidder nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Bidder, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the City, except as required for the Bidder's performance hereunder.

#### 1.59 ELECTRONIC BIDDING

The City maintains an automated vendor address list that has been generated for each specific commodity class item through our electronic bid issuing service, www.bidsync.com. Notices of Invitations to Bids (ITB) are sent by email to the selection of bidders who have fully registered with www.bidsync.com, and to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications, be provided to another e-mail address contact www.bidsync.com.

### 1.60 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Bidder agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- C. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- D. Environmental Protection Agency (EPA), as applicable to this Contract.
- E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or

transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

- F. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- G. North Miami Beach Purchasing Policies and Procedures Manual Policy 3.6 "Debarment and Suspension".
- H. Florida Building Code (FBC).
- I. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

#### 1.61 NONDISCRIMINATION

During the performance of this Contract, Bidder agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-thejob training. By entering into this Contract with the City, the Bidder attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Bidder or any owner, subsidiary or other firm affiliated with or related to the Bidder is found by the responsible enforcement agency or the City to be in violation

of the Act, such violation shall render this Contract void. This Contract shall be void if the Bidder submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Bidder was not in violation at the time it submitted its affidavit.

### 1.62 CONFLICT OF INTEREST

The Bidder represents that:

- A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Bidder in the Agreement. The Agreement is entered into by the Bidder without any connection with any other entity or person making a bid for the same purpose, and without collusion, fraud, or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
  - Is interested on behalf of or through the Bidder directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
  - Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Bidder's knowledge, any subcontractor or supplier to the Bidder.
- C. Neither the Bidder nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Bidder shall have an interest which is in conflict with

the Bidder's faithful performance of its obligations under the Agreement; provided that the City Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Bidder provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Bidder has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Bidder shall promptly bring such information to the attention of the City's Attornev. Bidder shall thereafter cooperate with the City Attorney's review and investigation of such information and comply with the instructions Bidder receives from the Contract Manager in regard to remedying the situation.

## 1.63 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Bidder, its employees, agents, subcontractors, and suppliers, without the express written consent of the City:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Bidder first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any contractor, department, board, agency,

Commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and

C. Represent, directly or indirectly, that any product or service provided by the Bidder, or such parties has been approved or endorsed by the City, except as may be required by law.

### 1.64 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Bidder has with the City, the Bidder becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law.

### 1.65 GOVERNING LAW/VENUE

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

### 1.66 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Bidder and the City under the Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

## 1.67 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Bidder, which are assigned by a person

designated as authorized to bind the Bidder, will be recognized by the City as duly authorized expressions on behalf of Bidder.

### 1.68 PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm who has City elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the City's Bidder lists, and prohibition from engaging in any business with the City.

### 1.69 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor 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 Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

### 1.70 E-VERIFY

Bidder acknowledges that the City may be utilizing the Bidder's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Bidder shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify employment of all new employees hired by Bidder during the Agreement term. The Bidder is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. Bidder acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

### 1.71 FORCE MAJEURE

The Agreement which is awarded to the successful Bidder may provide that the performance of any act by the City or Bidder hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Bidder for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

### 1.72 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Bidder shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

### 1.73 ANNEXATION

Bidder agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the City.

### 1.74 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

## 1.75 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum

Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

### 1.76 LIVING WAGES

If the total contract value exceeds \$50,000, unless specifically excluded by the provisions of Section 5-3 (Living Wage Requirements) of the City of North Miami Beach Code as amended by Ordinance, federal or state law, will apply. A copy of this Code Section may be obtained online at City of North Miami Beach Code of Ordinance Section 5-3 A copy of the living wages to be paid by the contractor may be obtained online at City of North Miami Beach Code of Ordinance Section 5-3.2 or by contacting the City of North Miami Beach Human Resource Department.

If the contract is for both goods and services, it shall apply only to the services portion of such contract. This requirement shall not apply to contracts which are primarily for the sale or leasing of goods.

### 1.77 LOCAL VENDOR PREFERENCE

Except where federal or state law mandates to the contrary, this preference shall apply to submittals received from Bidders that qualify, a preference of either ten (10) percent of the total evaluation points to be awarded, or within ten (10) percent of the total contract price, shall be given to a local business.

To satisfy this requirement, the business must submit Local Vendor Affidavit Form shall affirm in writing that it meets the following requirements:

- Business must be located in the City of North Miami Beach (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation AND;
- 2. Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City AND:
- Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above-listed criteria is deemed a Local Business for award of preference in accordance with Section 3-4.13 of the City of North Miami Beach Code of Ordinances. If the prime Bidder utilizes sub-contractors to qualify for Local Business Preference, the prime Bidder must also submit Disclosure of Subcontractors Form with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

The Bidder seeking local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City, by submitting supporting documentation. Failure to do so may result in being considered ineligible for local business preference.

### 1.78 COMMUNITY BENEFITS PLAN

If the total contract value exceeds \$250,000, unless specially excluded by federal or state law. The awarded Bidder may be asked to submit a Community Benefits Plan for approval by the City.

The Benefits Plan should identify the proposed benefits to the City submitted by the Bidder including, but not limited to, the creation of job opportunities for local vendors and residents, as described under Section 3-4.13 of the City Code of Ordinances. If requested by the City, the Benefits Plan shall be incorporated and become a part of the Agreement entered between the City and the awarded Bidder for this project.

### **END OF SECTION**

### **SECTION 2.0 SPECIAL CONDITIONS**

### 2.1 COMPETENCY OF BIDDERS

Bids shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a minimum of five (5) years and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Bidder(s) qualified by experience to do the work specified.

The Bidder shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Bidder shall be insured, licensed and certified by all applicable local, county, and state agencies.

### 2.2 PERFORMANCE OF SERVICES

Bidder agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the City may be rejected.

### 2.3 CONTRACT TERM

This contract shall commence upon the effective date of the duly executed Agreement, and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Invitation to Bid, have been delivered and completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods. Bidding firms shall provide timelines within their bid packages outlining investment, project and revenue milestones as applicable.

### 2.4 ALL INCLUSIVE COST

Pricing shall be all-inclusive. Successful bidders shall include in their pricing all the labor specified, performed according to the provisions of the contract, supplying all materials, supplies, permits and any other necessary services to complete the work. All material, workmanship,

and equipment shall be subject to the inspection and approval of the City's Project Manager.

### 2.5 REQUESTS FOR INFORMATION

For Requests for Information (RFI) prior to the bid opening, the bidder is to follow this procedure. For information concerning specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cutoff date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Please note: No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in www.bidsync.com shall become part of any contract that is created from this ITB.

For RFIs after the Notice of Award, the bidder shall submit the RFI form stipulated at the Pre-Construction meeting to the Construction Manager for processing. If the information required is necessary before a certain date to preclude a delay to the Construction of the Project, said date must be clearly delineated in the RFI and added to the header.

## 2.6 VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS

Any variations from ITB specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Exceptions to Specifications". If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.

Where an "or equal" is specified, the City shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the City in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement

Division in writing at least ten (10) working days before the Solicitation opening, or at the pre-Bid conference, to allow sufficient time to resolve all discrepancies.

## 2.7 VENDOR AS AN INDEPENDENT CONTRACTOR

It is expressly agreed that the Bidder is an independent contractor and not an agent of City. The Bidder shall not pledge or attempt to pledge the credit of City or in any other way attempt to bind the City.

### 2.8 PROTECTION OF PROPERTY

The Bidder shall take extra precaution to protect all property while conducting services. Any damage done by the Bidder shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Project Manager or designee.

### 2.9 BIDDER'S REPRESENTATIONS

Bidder must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Bidder must give Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Bidder.

### 2.10 PERSONNEL

Bidder's personnel shall carry photo identification, commercial driver's license, and show same to City personnel at any time upon request. The City reserves the right to request the same of Subcontractors.

## 2.11 REQUIRED LICENSES / CERTIFICATIONS

Bidder must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid Submission. Contractor must have proper licensing and be able to provide evidence of the same, if requested at the time of award. All construction personnel shall have the appropriate certifications for the work to be performed including OSHA 10-hour Construction Safety.

### 2.12 PERFORMANCE AND PAYMENT BOND

Within ten (10) days of the award of contract, the Proposer shall provide the following surety bonds, each in the amount of one hundred percent (100%) of the contract price, and issued by a properly licensed surety company, listed in the current issue of the Federal Register published by the Department of the Treasury, acceptable to the City of North Miami Beach. The bonds should provide that the surety's liability will be co-extensive with the Proposer's liability, and should contain a provision that the surety waives notice of changes to the contract, including, but not limited to, changes in the times for performance.

- a) A Performance and One-Year Warranty Bond covering the faithful performance of the contract and a one-year warranty on labor and materials from the date of final acceptance of the work.
- b) A Labor and Material Payment Bond.

### 2.13 PRE-CONSTRUCTION MEETING

Soon after Proposer has been notified of award of RFP, Proposer, and City shall agree upon a date and time for a pre-construction meeting. The Proposer shall have in attendance a principal of the firm or the project manager. Depending on the scope of the project, the additional stakeholders may be requested to attend.

The following matters (if applicable), at a minimum, shall be discussed and presented at this meeting:

- a) Signed contract
- b) Certificates of Insurance
- c) Performance and Payment Bonds
- d) Project Managers
- e) Substantial Completion

Schedule of Values - The Schedule of Values shall allocate the entire contract sum among the various portions of the work and be prepared in such form and supported by such data to substantiate its accuracy. This Schedule shall be used as a basis for reviewing the Proposer's Applications for Payment.

Construction Schedule with Critical Path Method or Bar Chart Procedure with start and completion

dates for each task. The construction schedule at a minimum shall include the following;

- a) Notice to Proceed
- b) Schedule of on-site construction progress meetings
- c) Shop drawings submittals
- d) As-built submittal
- e) Stakeout Surveys
- f) Securing of construction site
- g) Work to be performed by Subcontractors
- h) Staging area
- i) Material deliveries
- j) Obtain Permits
- k) Cities scheduled events affecting involved facility/site
- I) Sequence of Construction
- m) Substantial Completion
- n) Final Completion
- o) Training of City staff on the use and maintenance of materials and/or equipment

## 2.14 MATERIALS, INSPECTION, AND RESPONSIBILITY

The City shall have a right to inspect any material to be used in carrying out this contract. The City does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract. The Proposer shall be responsible for the contract quality and standards of all materials, components or completed work finished under this contract for 12 months from the date of final approved inspection and acceptance. Materials, components, or completed work not complying therewith may be rejected by the City and shall be replaced by the Proposer at no cost to the City. Any materials or components rejected shall be removed within a reasonable time from the premises at the entire expense of the Proposer, after written notice has been mailed by the City to the Proposer that such materials or components for work have been rejected.

### 2.15 PROGRESS MEETINGS

The Project Managers will schedule and hold regular on-site progress meetings at least monthly, and at other times as requested by the City Project Manager. The City, Proposer, and all subcontractors active on the site shall be represented at each meeting. City or Proposer may request attendance by representatives of suppliers or manufacturers. The purpose of the

meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve problems which may develop. To expedite the planning and coordination of the work, the Contractor shall provide a four week look-ahead schedule at each and every project meeting showing what work they are planning to do until the next meeting. Minutes shall be kept of each meeting by the City and shall be part of the documentation for the project.

### 2.16 PROGRESS PAYMENTS

Based on Applications for Payment submitted to the City by the Proposer, and Certificates for Payment issued by the Architect/Engineer or City, the City shall make progress payments to the Proposer based on the Schedule of Values and percentage of completion, or units completed. A retainage of ten percent (10%) will be deducted from the monthly payment. The City shall reduce the retainage to five percent (5%) after successful completion of fifty (50%) of work.

Applications for Payment shall indicate the percentage of completion of each portion of the work, or the volume, area, or linear measurement of work completed as of the end of the period covered by the Application for Payment. The period covered by each Application for Payment shall be one calendar month or as otherwise agreed upon at the Pre-construction Conference. As-built records of the work performed and requested for payment shall be submitted prior to submitting the partial payment request.

### 2.17 NOTICE TO PROCEED

The date of commencement of construction will be established during the Pre-Construction Conference, which shall be held shortly after the award of contract and will be stated in the Notice to Proceed.

Immediately after the Notice to Proceed is issued and prior to actually commencing work, the bidder agrees to deliver to the Engineer in a form satisfactory to the Engineer, a Construction Progress Schedule. Showing dates of commencement and completion for each and every subdivision of the project and a schedule of material delivery dates to be incorporated into each phase of work as set forth in the specifications. Within five working days of the receipt of said schedule, the Engineer shall meet with the Contractor for a joint review. The

Contractor shall submit six copies of the corrected schedule at the Preconstruction Meeting for review and approval. All work must be completed within the Contract Term herein specified.

### 2.18 SUBSTANTIAL COMPLETION

For the purpose of this project, Substantial Completion shall be defined as that point which the City has occupancy and/or beneficial use of the facility under construction, including equipment and systems installed. This date is considered the end of major work in the field for scheduling purposes and all activities necessary to facilitate operation including Operations and Maintenance Manuals, As-Built Drawings and Training shall be completed as required prior to Substantial Completion.

Substantial Completion calendar days are outlined in the Technical Specifications.

### 2.19 FINAL COMPLETION

For the purpose of this project, Final Completion shall be defined at that point after which the Director of Public Utilities or his representative, the City's Building Official, and the using Department have made and approved the Final Inspection and the Punch List has been completed, and all deliverables have been provided to the City.

Final Completion calendar days are outlined in the Technical Specifications.

### 2.20 SUPERVISION

The Proposer is to be responsible for his employees and Subcontractors, and for compliance with all laws and ordinances governing his work. He shall be responsible for the accuracy of the laying out and giving his personal superintendence to the work. He shall have at all times a competent representative available to answer questions or handle problems, who shall be satisfactory to the City. He shall at all times take proper precautions to protect his work and materials from damage and disfigurement until accepted.

### 2.21 PERMITS

The Proposer shall obtain all permits and call for inspections required for this project. The Building Dept. is mandated to charge fees. The Proposer shall be responsible for the payment of all permit fees including but not limited to: State BPR Building Certification Fee, State DCA Surcharge, County Code Compliance Fee, Microfilm Fee, and Structural Examination Fee. Fees for reinspections shall be charged to the Proposer at normal rate and all costs shall be borne by the Proposer. The Proposer shall obtain all required permits to do the job. Proposer shall present the City with proof of payment for all permit fees. The Proposer is required to perform all controlled inspections required by the requisite permits at no additional cost to the City.

### 2.22 PROTECTION OF PROPERTY

The Proposer shall take extra precaution to protect all property while removing and replacing materials and equipment. Any damage done by the Proposer, whether it is necessary to the installation or accidental, shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Director of the Department of Public Utilities.

### 2.23 WARRANTY

All materials and workmanship must be warranted for a minimum period of one year from the date of final acceptance. Equipment or systems carrying more than a one-year warranty shall be enumerated on the Bid Proposal form.

### 2.24 FINAL ACCEPTANCE

The Final Inspection shall be made only after the City is satisfied that the work described in the plans and specifications has been completed in accordance with the intent of these specifications. The acceptance of the work shall not in any way prejudice the City's rights to demand replacement of defective materials and workmanship.

### 2.25 SAFETY

Proposer shall provide and place safety barriers and signage to modify and direct circulation at and around construction site. Every effort shall be made to minimize and limit construction noise, dirt, and dust. The Proposer is solely responsible for the safety of his personnel, but the Engineer

reserves the right to discuss safety concerns on the site.

### 2.26 Hazardous Material

No hazardous materials have been designed into this project, nor have been specified. Proposer shall use no hazardous materials in the execution of the work covered by these specifications except as necessary for the immediate prosecution of the work. Such materials shall be properly stored and disposed of in accordance with Local, State, and Federal law. If suspected Hazardous Materials are encountered during the normal course of the work, the Proposer will notify the City so that the material can be identified and remediated in accordance with Local, State and Federal Laws.

### 2.27 TRAINING

Proposer shall provide training to City staff on the use and maintenance of equipment and/or materials use in this project. The details of how the training will be conducted are contained in the Project Technical Specifications.

### 2.28 MANUALS

Proposer shall provide the specified number of manufacturers' training and maintenance manuals for any equipment installed. Details as to the contents and format of the manuals shall be in accordance with the Project Technical Specifications.

### 2.29 CHANGE ORDERS

Each Change Order to the Contract must be supported in writing and signed by the Proposer and the City. Without this prior written authorization, the City will not pay for extra work performed. The amount of Proposer's overhead and profit allowed for any change order, whether increase or decrease, shall not exceed the following limits for work by the Proposer:

Overhead Limit: 10% of direct cost;

Profit Limit: 5% of the sum of direct cost and overhead cost.

For any portion of the work for a change order that is performed by a Subcontractors or a Sub Proposer, Proposer's combined overhead and profit limits allowed will not exceed 5% of the actual direct cost of the work. The City will verify the Change Orders compliance, the determination of the final completion status, and the reception of all

due related documents, including his/her approval of the updated record drawings, etc.

### 2.30 CLEAN UP

Proposer shall remove and dispose of any dirt or debris resulting from this project. All debris shall be disposed of at an authorized dumping facility. Dump tickets shall be submitted to the City with each pay request.

Exposed metal shall be polished, glass shall be cleaned, surrounding structures or landscaping affected or damaged during completion of this project shall be restored to an equal or better condition. Paint shall be touched up if and where needed. Proposer's equipment and surplus material shall be removed from site.

### 2.31 CONSTRUCTION INSPECTION TEAM

The City's Construction Inspection Team will verify the Change Orders compliance, the determination of the final completion status, and the reception of all due related documents, including his/her approval of the updated record drawings, approval of all NOA compliances, etc.

## 2.32 CONTRACT TIME / LIQUIDATED DAMAGES

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of Five Hundred Dollars (\$500.00) for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right

to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

### 2.33 AS-BUILT DRAWINGS

A set of drawings, which depicts the actual asbuilt conditions of the completed construction, provides the user with a permanent record of each project feature. These working as-built drawings will typically be red lined mark ups of the Construction plans. The working As-built drawings must be reviewed at least periodically by the City's Project Manager in conjunction with the approval of progress payments. The contract requires the Proposer to prepare, maintain and deliver to the City a set of redlined, record drawings, which show the actual as-built conditions of the construction phases.

## 2.34 PROPOSER'S WORK AND STAGING AREA

- a) As applicable, the Proposer shall use only site areas accepted by the City as Proposer Staging area for the project. The Proposer shall keep this area in a secure, clean and orderly condition, and shall be responsible for screening and fencing the area so as not to cause a nuisance or sight obstruction to motorists or pedestrians.
- b) Responsibility for protection and safekeeping of equipment and materials at or

near the sites will be solely that of the Proposer and no claim shall be made against the City.

- c) Upon completion of the Contract, the Proposer shall remove from the storage areas all of their equipment, temporary fencing, surplus materials, rubbish, etc., and restore the areas to their original condition.
- d) Proposer's insurance shall extend coverage to all designated storage areas.

## 2.35 DAVIS-BACON ACT (2 CFR §200.326 Appendix II to Part 200 (D))

CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than those in the attached Davis-Bacon Act Wage Rate Table(s) as made by the Secretary of Labor. CONTRACTOR shall pay wages not less than once per week.

### 2.36 BID SECURITY

A certified check, cashier's check, bank officer's check or bid bond for FIVE percent (5%) of the bid amount, made payable to the City of North Miami Beach, Florida, shall accompany each bid.

### 2.37 AUTHORITY OF THE ENGINEER

The supervision of this execution of this Contract is vested in the Engineer, the Construction Manager and his/her instructions shall be carried into effect promptly and efficiently.

The Engineer shall in all cases shall determine the amount, quality, fitness and acceptability of the work and materials to be paid for and shall decide finally and conclusively all questions or differences of opinion that may arise as to the interpretation of the Plans and Specifications or the fulfillment of the terms of the Contract. In the event of such a question or difference of opinion, the decision of the Engineer is to be a condition precedent to the Contractor's right to receive any money for the work or the materials to which the question or difference of opinion relates.

If the Contractor considers any work demanded of him/her to be outside the requirements of the Contract, or if he/she considers any decision or ruling of the Engineer to be unfair, he/she shall immediately, upon such work being demanded or ruling or decision being made, shall asked for written instructions or decisions, whereupon he/she shall proceed without delay to perform the

work or conform to the decision or ruling. Beginning with the first day of this work, the Contractor and the Inspector shall fill out daily Time and Material Records for the work. Such records shall be signed by both parties. This documentation does not constitute acknowledgement for authorization to pay for this work. In the event that a claim for this work is approved by the City subsequent to the commencement of the work.an accurate accounting of work shall be agreed upon by both parties upon completion of this work and will be paid for as work as provided in the Specifications by Allowance Account if funds are available, or by an approved Change Order by the Board of Commissioners.

The work will be paid for either by a unit price item in the Contract or as extra work for labor, material and equipment which shall be full and complete compensation to the Contractor.

Failure of the Contractor's representatives to meet with the Inspector to maintain daily records of the work shall be deemed that the Contractor does not wish to pursue this claim and has waived all grounds for making a claim.

Unless the Contractor files such a written protest with the Director of NMB Water within ten (10) days of the receipt of such written instructions or decisions, he/she shall be deemed to have waived all rounds for such protest and to have accepted the requirement, decision or ruling of the Engineer as just and reasonable and as being with the scope of the Contractor's obligations under the Contract Documents and no further documentation will be required by the City.

No payment for any claim will be made in the event that a timely Contractor's written protest to the Director is formally denied.

The Engineer of Record shall furnish the Contractor with vertical and horizontal controls which shall be utilized as specified elsewhere to layout the work. The Contractor shall retain the services of a Florida Registered Land Surveyor whom shall verify all controls. It is the responsibility of the Contractor to preserve all such controls.

## 2.38 AUTHORITY AND DUTIES OF INSPECTORS

Inspectors employed by the City, will be authorized to inspect all work and materials which are to be part of the completed project. Inspectors have no authority to revoke, alter or waive any requirements of the Specifications or to make any changes in the plans. Each inspector is authorized to call the attention of the Contractor to any failure of the work to conform to the Plans and Specifications and will have the authority to suspend the work affected until any question at issue can be referred to and decided by the Engineer. The written notification of such defects is a Non-Conformance Report and the Contractor is required to acknowledge all such reports issued and resolve them as directed by the Engineer. The Inspector shall have no authority to delay the Contractor by failure to inspect the work and materials with reasonable promptness.

## 2.39 FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) REBUILD FLORIDA COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROGRAM COMPLIANCE

The Bidder is hereby notified that this project is being partially funded through DEO and is subject to all the requirements pertaining to thereof including the Buy American Act. Contractors or subcontractors that receive contracts in excess of \$100,000 are required to comply with the regulations in Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135].

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

Bidders shall file the required certification affirming their compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). A

declaration shall be filed by the Bidder in connection with a Federal contract, grant, loan, or cooperative agreement and shall contain—

- (A) the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Contractor with respect to that Federal contract, grant, loan, or cooperative agreement; and
- (B) a certification that the Contractor making the declaration has not made, and will not make, any payment prohibited by 31 U.S. Code § 1352

The City is subject to 24 CFR Part 570 - Community Development Block Grants (CDBG), which states that the requirements in 2 CFR part 2424 are applicable to this contract, meaning CDBG funds may not be provided to excluded or disqualified persons. Bidder shall comply with subpart C of 2 CFR part 180, as supplemented by subpart C of this 2 CFR § 2424, and provide a certification that the Bidder and their Subcontractors are not found in the Excluded Parties List System (EPLS).

## 2.40 SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT

Section 3 of the Housing and Urban Development Act of 1968 recognizes that the normal expenditure of HUD funds typically results in new jobs, contracts, and other economic opportunities. When these opportunities are created, businesses owned by or who employ low and very low income persons residing in the community in which the funds are spent (regardless of race and gender) receive priority consideration.

### **END OF SECTION**

### **SECTION 3.0 SCOPE OF SERVICES**

### 3.1 PURPOSE AND INTENT

The City of North Miami Beach, Florida ("City") is soliciting bids from qualified Contractor(s) for the Norwood Water Treatment Plant Improvement Phase 2 – Raw Water Transmission Mains and Wells Project ("Project").

The City expects to retain a Contractor that can meet the challenges of a dynamic City, capable of providing reliable and expedient response times to meet project deadlines, staff requests, and outstanding service delivery. In addition, the awarded Contractor shall be able to provide technical assistance and maintain industry best practices throughout the project

All work performed as part of this project shall meet standards and specifications of the City, North Miami Beach Water Department (NMB Water), Miami-Dade County and any other regulatory agency that has jurisdiction within the project limits.

### 3.2 SCOPE OF SERVICES

This project will equip two (2) new production wells, a Floridan well and a Biscayne well. Each well head will be constructed and equipped in new cast in place concrete vaults, new submersible pumps, stainless steel piping, control panels and instrumentation. The Biscayne well will connect to an existing 36-inch raw water main just outside the vault, and the Floridan wells raw water main will be extended east of the well site approximately 3,000LF (with a 2-inch conduit and pull boxes for future fiber) with a segment of the main being installed via a directional drill.

The Bidder shall ensure smooth and efficient project planning, staffing, communication updates, and scheduling, through project completion, as required by the scope of services herein contained. Bidders shall include in their offer all required project labor, machinery, rentals, tools, travel, transportation, delivery, materials, equipment, supplies, permits, and related incidentals necessary to meet, in its entirety, the ITB requirements specified herein.

The Bidder shall be responsible for ensuring it is in possession of all required City permits prior to commencement of work, and maintaining permits throughout the contract award, as required. All costs associated with obtaining required permits shall be the responsibility of the awarded Bidder(s). The Contractor shall minimize the impact of this project on the general public ensuring that all service interruptions are kept to a minimum and providing temporary services, structures, and facilities as required. The existing water service to the Residents and businesses may not be interrupted for more than 4 hours without written permission from the City. All such facilities are considered part of this Contract and shall be provided at no additional cost to the City. The Contractor shall perform work between the hours 7:00 AM and 6:00 PM Monday through Friday, or as restricted by the local jurisdiction. Work outside these hours or on weekends and holidays is prohibited without permission from the City and local jurisdiction.

The Contractor is to maintain appropriate signage, guards, and flagmen for the purpose of safeguarding the general public while work is ongoing. All work shall be completed in a safe and workmanlike manner every day and the Contractor shall secure the site prior to leaving at the end of each and every day.

Specific responsibilities include but are not limited to the following;

The Work to be performed under this Contract shall consist of furnishing all equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be

performed, furnished, and installed by the CONTRACTOR as though originally so specified or shown, at no increase in cost to the CITY.

The Work to be done under this Contract and in accordance with these Specifications and Drawings outlined in BID SET included hereafter and it consists of furnishing all equipment, superintendence, labor, skill, material, and all other items necessary for this project.

The CONTRACTOR shall perform all work required for such construction in accordance with the Contract Documents and subject to the terms and conditions of the Contract, complete and ready for use. The Contractor is advised that this project will have a direct affect on the citizens living in the immediate vicinity of the work area and as such adequate notification, as approved by the City's Public Information Manager, is required prior to commencing any and all work.

### 3.3 BIDDER QUALIFICATIONS AND EXPERIENCE INCLUDING KEY PERSONNEL

The successful Bidder shall have a valid State of Florida license that enables them to procure all required permits, complete all of the work as specified herein and required by law, and shall successfully completed at least five (5) projects of similar type, size and complexity in the State of Florida within the last five (5) years, with at least two (2) of the projects in Miami-Dade or Broward County.

The Bidder shall provide the following information for consideration of the project, failure to provide this information will deem the Bid non-responsive and non-responsible.

- 3.3.1 State that the business is licensed, permitted, and/or certified to do business in the State of Florida. All required federal, state, and local licenses and permits shall be kept in force during the term(s) of the contract. Copies of all required licenses are to be provided with submittal.
- 3.3.2 Names of key members who will be performing the work on this project and name of the project manager(s) will be supervising the construction work on this project
- 3.3.3 Written assurance that the key individuals listed and identified in this section will be performing the work and will not be substituted with other personnel without the City's approval.
- 3.3.4 Bidder shall state the length of time the company has been in business providing the services requested in this ITB.
- 3.3.5 Bidders shall file the required certification affirming their compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).
- 3.3.6 List of all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals.
- 3.3.7 The Bidder must include references for five (5) projects relevant in scope to this ITB. The references shall include:
  - Description and scope of the project;

- Owner's point of contact and contact information;
- Status of the project;
- Originally scheduled contractual completion date;
- Actual completion date;
- Original contractual cost;
- Final cost, including all change orders (if applicable); and
- A narrative explaining reasons for cost and schedule variances (if applicable).

"General Decision Number: FL20240125 11/01/2024

Superseded General Decision Number: FL20230125

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 \$17.20 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 2024.

If the contract was awarded on . Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the
- . The contractor must pay all covered workers at least \$12.90 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 2024.

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

01/05/2024

1

11/01/2024

	Rates	Fringes
ELECTRICIAN		14.62
ENGI0487-023 07/01/2023		
	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below	\$ 37.07	14.90
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 OPERATOR: Drill	\$ 27.00	14.90
Drill Rig, Truck Mounted,		
Sterling Class	\$ 27.00	14.90
Drill Rig, Truck Mounted,		
Watson Class	•	14.90
OPERATOR: Loader		14.90
OPERATOR: Oiler	\$ 27.53	14.90
* IRON0272-005 10/01/2024		
	Rates	Fringes
IRONWORKER, STRUCTURAL	\$ 28.84	15.72
LAB01652-004 05/01/2018		
	Rates	Fringes
LABORER: Grade Checker		7.27
PAIN0365-007 06/01/2021		
	Rates	Fringes
PAINTER: Brush, Roller and Spray		12.38
* 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.		

(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 <b>.</b> 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 (\$17.20) or 13658 (\$12.90). 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)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was 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. 01/03/2024 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.

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### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

\_\_\_\_\_\_

END OF GENERAL DECISION"

# TECHNICAL SPECIFICATIONS (BID SET)



### Prepared for:

# City of North Miami Beach Norwood WTP Improvements Phase 2 Raw Water Transmission Mains and Wells

### **MAYOR & COMMISSION**

Evan S. Piper, Mayor

Prepared by

Kimley-Horn and Associates, Inc.

June 2024

Jay R. Chernoff

Daniela Jean

Fortuna Smukler

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Phyllis Smith

Michael Joseph

Signed by: Thomas C. Jensen

FL P.E. License No.: 37290

Date: 6/11/2024

Mario A. Diaz, City Manager

Joseph S. Geller., City Attorney

Andrise Bernard, City Clerk

Andres Suarez Abastida, PMP - NMB Water Director

**2/23//21026**2**/4**1130**/4101** AM

# NORWOOD WTP IMPROVEMENTS PHASE 2 RAW WATER TRANSMISSION MAINS AND WELLS FOR

### CITY OF NORTH MIAMI BEACH – NMB WATER KHA PROJECT NO. 04337105

### **TABLE OF CONTENTS**

SECTION TITLE
COVER
INDEX

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

01010	SUMMARY OF WORK
01025	MEASUREMENT AND PAYMENT
01030	EMERGENCY ACTION PLAN
01050	FIELD ENGINEERING AND SURVEYING
01060	REGULATORY REQUIREMENTS AND NOTIFICATION
01090	REFERENCE STANDARDS
01152	APPLICATIONS FOR PAYMENT
01200	PROJECT MEETINGS
01300	SUBMITTALS
01410	TESTING LABORATORY SERVICES
01420	WELL DISINFECTION
01450	FLORIDIAN AQUIFER WELL "KILL"
01570	TRAFFIC REGULATION
01600	MATERIAL AND EQUIPMENT
01700	PROJECT CLOSEOUT
01720	PROJECT RECORD DRAWINGS
01730	OPERATION AND MAINTENANCE MANUALS

INDEX

### **DIVISION 2 – SITEWORK**

)2016	EXISTING UTILITIES AND UNDERGROUND STRUCTURES
02110	CLEARING AND GRUBBING
02150	DEWATERING
02200	EARTHWORK, EXCAVATION, AND BACKFILL
02270	EROSION AND SEDIMENT CONTROL
02485	GRASSING
02510	PAVING AND SURFACING
02580	PAVEMENT MARKINGS
02670	FLUSHING, TESTING AND DISINFECTION

### **DIVISION 3 – CONCRETE**

03100	CONCRETE FORMWORK
03200	CONCRETE REINFORCEMENT
03300	CAST-IN-PLACE CONCRETE

### **DIVISION 4 - NOT USED**

### **DIVISION 5 - METALS**

05500 MISCELLANEOUS METALS

### **DIVISION 6 - 8 - NOT USED**

### **DIVISION 10 - NOT USED**

### **DIVISION 11 – EQUIPMENT**

11930 PUMPS - GENERAL

11932 SUBMERSIBLE WELL PUMPS

### **DIVISION 12 - NOT USED**

### **DIVISION 13 - SPECIAL CONSTRUCTION**

13441 INSTRUMENTATION AND COMPONENTS

**INDEX** 

### **DIVISION 14 - NOT USED**

### **DIVISION 15 - MECHANICAL**

15000	BASIC MECHANICAL REQUIREMENTS

15100 PIPING AND VALVES

15105 DIRECTIONAL BORING OF PIPE

### **DIVISION 16 – ELECTRICAL**

16000	ELECTRICAL GENERAL REQUIREMENTS
16050	BASIC MATERIAL AND METHODS
16681	VARIABLE FREQUENCY DRIVES
16901	I & C SYSTEMS
16910	PROGRAMMABLE LOGIC CONTROLLER
16960	SCADA SYSTEMS

### **APPENDIX - PERMITS**

Δ	FDEP SPECIFIC PERMIT TO CONSTRUCT	
A	FUEF SPECIFIC PERIVIT TO CONSTRUCT	

B MIAMI GARDENS PUBLIC WORKS

C MIAMI GARDENS UTILITY PERMIT

D MIAMI DADE COUNTY PUBLIC WORKS

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### **SECTION 01010**

### SUMMARY OF WORK

### **PART I - GENERAL**

### 1.01 WORK COVERED BY THESE CONTRACT DOCUMENTS

- A. Furnish all labor and materials necessary to construct all civil, mechanical, structural and electrical improvements as depicted on the plans and in these specifications to provide a complete and functional system.
- B. This project will equip two (2) new production wells, a Floridan well and a Biscayne well. Each well head will be constructed and equipped in new cast in place concrete vaults, new submersible pumps, stainless steel piping, control panels and instrumentation. The Biscayne well will connect to an existing 36-inch raw water main just outside the vault, and the Floridan wells raw water main will be extended east of the well site approximately 3,000LF (with a 2-inch conduit and pull boxes for future fiber) with a segment of the main being installed via a directional drill.

### C. Contractor's Duties:

- 1. Except as specifically noted, provide and pay for:
  - a. Mobilization and demobilization.
  - b. Labor, materials, and equipment.
  - c. Tools, construction equipment, and fuel.
  - d. Electric, water and utilities required for construction.
  - e. Freight and sales tax.
  - f. Testing and laboratory services.
  - g. Field engineering.
  - h. Record Drawings in a format acceptable to the Engineer/Owner. Information will be used by the Engineer for Permit Certification Requirements.
  - i. Compliance with all of the conditions of the permits issued for this project.
  - j. Any other incidental labor, materials, and equipment required to construct the project.

### 1.02 CONTRACTS

- A. Construct the Work under the Unit Price and Lump Sum Items noted in the contract.
- B. Subcontractors (when used) shall work directly for the contractor.

### 1.03 WORK BY OTHERS AND FUTURE WORK

- A. The Owner reserves the right to add to the work in accordance with the Contract Documents.
- B. All work shall be coordinated with the OWNER and ENGINEER.
- C. The OWNER's representative reserves the right to, throughout the construction process, perform onsite inspections of the CONTRACTOR and construction

SUMMARY OF WORK 01010-1 process. Documentation of work may include, but not be limited to, detailed documentation of daily work performed by the CONTRACTOR, and photographs and/or videos of critical phases of construction and testing.

D. No work is planned to be performed by the Owner. Contractor is responsible for coordinating ordering and delivery with suppliers.

### 1.04 WORK SEQUENCE

A. Contractor shall provide a sequence of work to be discussed at the preconstruction meeting. The contractor shall proceed in a manner that is logical for the progression of work.

### 1.05 CONTRACTOR-FURNISHED PRODUCTS AND RESPONSIBILITIES

- A. Products furnished to the site and paid for by Contractor: All products necessary to complete the work described herein these contract documents and specifications.
- B. Contractor's Responsibilities:
  - 1. Review and incorporate Owner-reviewed shop drawings, product data, and samples into the construction of the project.
  - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
  - 3. Repair or replace items damaged after receipt.
  - 4. Arrange and pay for product delivery to site.
  - 5. Handle, store, and install delivered products.
  - 6. Submit claims for transportation damage and replace damaged, defective, or deficient items.
  - 7. Arrange for manufacturers' warranties, inspections, and service.
  - 8. Provide the Owner with no less than a one-year warranty on all equipment and workmanship from the date of substantial completion.

### 1.06 CONTRACTOR'S USE OF THE PREMISES

- A. All work shall be within the limits as shown on the plans.
- B. Coordinate use of premises under direction of the Owner and/or Engineer.
- C. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.
- D. Move any stored products, under Contractor's control, which interfere with operations of the Owner or other Contractors.
- E. Contractor shall be responsible to restore all areas damaged by construction activities to existing or better conditions.
- F. Contractor shall not remove nor disturb existing landscaping. All landscaping damaged or disturbed by construction activities shall be replaced by the Contractor at his expense.

SUMMARY OF WORK 01010-2 G. The Contractor shall take necessary safety measures to deter access to or around the construction area.

### 1.07 PERMITS REQUIRED

- A. Contractor shall prepare, submit and obtain the building permit and sub-permits as necessary from the City of Miami Gardens Building Department.
- B. Contractor shall meet all conditions of the Owner acquired permits noted with the Appendix.

### **PART 2 - PRODUCTS**

(NOT USED)

### **PART 3 - EXECUTION**

(NOT USED)

**END OF SECTION** 

### SECTION 01025

### MEASUREMENT AND PAYMENT

### PART 1 - GENERAL

### 1.1 SCOPE OF THIS SECTION

- A. The following explanation of the Measurement and Payment for the Schedule of Payment items is provided; however, the omission or reference to any item shall not alter the intent of the Bid Form or relieve the Contractor of the necessity of constructing a complete project under this Contract.
- B. The quotations prepared by the Contractor for the various items of work are intended to establish a total price for completion of the work in its entirety. Should the Contractor feel that the cost for any particular work item has not been established by the Bid Items or this Section, the Contractor shall notify the Owner prior to submitting a Bid. If no notice is provided by Contractor to the Owner at least three days prior to the date Bids are due, Owner will expect that the submitted Bid includes all costs to complete the Work in its entirety.
- C. The Owner reserves the right to increase or decrease the quantity of any item or portion of the work during the progress of construction in accordance with the terms of the Contract.
- D. Unit prices, if used, are used as a means for computing the bid, for Contract purposes, for periodic payments, for determining value of additions or deletions.
- E. Payment shall be made for the items listed on the Bid Form on the basis of the work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, materials, equipment, tools, transportation, delivery, disposal of waste and surplus material, and backfilling as shown in the plans, and all other appurtenances to complete the construction and installation of the work as shown on the drawings and described in the specifications.
- F. Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or ENGINEER do not assume any responsibility for the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

### 1.2 SUBMITTALS

- A. Project Unit Costs and Payment Information:
  - 1. Schedule of Values to provide a breakdown of the work within each unit price item.
  - 2. Application for Payment
  - 3. Final Application for Payment
  - 4. Submittals shall be in accordance with Section 01300.

MEASUREMENT AND PAYMENT 01025-1

### 1.3 SCHEDULE OF VALUES

- A. Contractor shall prepare a detailed schedule of values for Owner's review with the signed Agreement to the Owner. The schedule shall contain sufficient detail quantifying the component parts of Work for the purpose of making monthly progress payments during the construction period. Monthly progress payments will be based on the percentage of work demolished, procured, prepared, installed, completed, and accepted by the Owner.
- B. The schedule shall contain sufficient detail for proper identification of work accomplished. The sum of all scheduled items shall equal the total value of the contract. The sum of the breakdown of each Bid Item shall equal the total value of the Bid Item.
- C. Unit Price Work: Reflect unit price quantity and price breakdown from the conformed bid form.
- D. Lump Sum Work:
  - 1. Reflect Schedule of Values
  - 2. List Bonds and Insurance, Mobilization, Demobilization, Facility Startup and Contract Closeout separately.
  - 3. Breakdown Divisions 1 through 16 with appropriate subdivision of each Specification.
- E. An unbalanced, front end loaded schedule will not be accepted by Owner.

### 1.4 APPLICATION FOR PAYMENT

- A. Include accepted schedule of values for each portion of work and the unit price breakdown for the work to be paid on a unit price basis, and a listing of Owner selected equipment, if applicable, and allowances, as appropriate.
- B. Preparation:
  - 1. List each Change Order and Written Amendment executed prior to date of submission as a separate line item.
  - 2. Submit application for payment, a listing of materials on hand as applicable, and such supporting data as may be requested by the Owner/ Construction Manager.
  - 3. Include Owner's Application for Payment Cover Sheet and partial or full releases of liens, as appropriate, for all subcontractors, suppliers, and Contractor.

### 1.5 COSTS INCLUDED IN PAYMENT ITEMS

- A. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.
  - 1. Clearing and grubbing.
  - 2. Trench excavation, including necessary pavement and sidewalk removal, except as otherwise specified.

MEASUREMENT AND PAYMENT 01025-2

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- Structural fill, backfill, density testing and grading.
- 4. Replacement of unpaved roadways, grass and shrubbery plots.
- 5. Cleanup.
- 6. Foundation and borrow materials, except as hereinafter specified.
- 7. Testing and placing existing and new systems in operation, as described in the contract documents.
- 8. Any material and equipment required to be installed and utilized for tests.
- 9. Maintaining the existing quality of service during construction.
- 10. Maintaining or detouring of the traffic, with all equipment and manpower to comply with Roadway and Traffic Standards, FDOT Indices 600, 601, 602, 603, 605, 607, 611, 612, 613, 616, 617, 618, 619, 625, 628, 630, and 635.
- 11. Appurtenant work as required for a complete and operable system.
- 12. Cost for security (if special circumstances apply, approval must be received by the Engineer, in writing).
- 13. Record drawings.
- 14. Material storage areas.
- 15. Disposal of excess fill and debris.
- 16. Scheduling and calling for utility locates.
- B. Cleanup Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.
- C. Work Outside Authorized Limits No payment will be made for work constructed outside the authorized limits of work.

### 1.6 CHANGE ORDER PROCEDURE

- A. As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.
- B. The following procedure shall be used in processing Change Orders:
- C. For Additions to the Work:
  - The Owner shall issue a written order to the CONTRACTOR directing them to accomplish the additional work. The CONTRACTOR shall review the order and if they feel that the additional work entitles them to additional payment or additional

MEASUREMENT AND PAYMENT 01025-3

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time, they may submit a claim as prescribed in the General Conditions of the Contract.

### D. For Deletions from the Work:

- The Owner shall issue a written order to the CONTRACTOR directing them to make the change. If the Owner feels that the contract price should be reduced as a result of the change, the Owner shall make a claim for the reduction as provided in the General Conditions of the Contract.
- E. Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the General Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

### PART 2 - PRODUCTS

(NOT USED)

### PART 3 - EXECUTION

### 3.1 BID ITEMS

### A. GENERAL CONDITIONS

### 1. MOBILIZATION AND DEMOBILIZATION

- a. The quantity to be paid for under this Section shall be on a lump sum basis. The Contractor's lump sum price shall include full compensation for all work related to mobilization and demobilization, and any other related work, except for any work designated to be paid for separately or to be specifically included in the costs of other work under the Contract.
- b. Basis of Payment: Payment shall be made at the Contract Lump Sum Price and shall include, but not be limited to, the preparatory work and operations in mobilizing for beginning work on the project, including those operations necessary for the movement of personnel, equipment, videos/photos, site cleanup, sanitary facilities, supplies and incidentals to the project site and establishment of temporary provisions, material/equipment storage areas, controls, silt fencing, and utilities. This item shall include those permits that are required to be obtained by the contractor. This item shall also include field surveying/layout and complete record drawings in accordance with the project specifications and the applicable standards.
- c. The items specified in this Section consist of the costs of any pre and post construction expenses necessary for the start and completion of the project, excluding the cost of construction materials. The sum of mobilization and demobilization shall not exceed 5% of the total base bid. Partial Payments for mobilization shall be as follows:

MEASUREMENT AND PAYMENT 01025-4

Construction Percent	Allowable Percent of Lump
Complete	Sum for Mobilization/Demobilization
5%	25%
10%	50%
25%	75%
100%	100%

### 2. BONDS AND INSURANCE

- a. Method of Measurement: The quantity to be paid for under this Section shall be on a lump sum basis not exceeding 2.0 percent of the total base bid. The work specified in this Section consists of securing the appropriate bonds and insurance policies in the amounts specified by the contract documents.
- b. Basis of Payment: Payment shall be made at the Contract Lump Sum Price and shall include all compensation for bonds, insurance and indemnification in accordance with the Contract documents.

### 3. MAINTENANCE OF TRAFFIC

a. Measurement and Payment: A lump sum amount to include, but not be limited to: all signage, temporary striping, MOT plans/approvals, flagmen, barricades, temporary asphalt, temporary stabilized access around the construction equipment, notification to adjacent land owners, assistance to provide garbage collection, mail/package delivery and daily access (if needed) of other utility/emergency support vehicles, all in accordance with Section 01570, Traffic Regulation.

### **B. RAW WATER MAIN AND WELL ASSEMBLIES**

- 1. PVC DR18 RAW WATER MAIN: Pipe will be measured per linear foot along the centerline of the pipe installed for the size of pipe installed. No deduction will be made for the length of valves and fittings installed in the line. Where the measurement terminates at a valve, bend, tee or other fittings, the centerline of the valve or fitting shall be the point of termination. All dewatering, surveying, density testing, pigging of the main and all other testing (with any temporary fittings/valves/piping/pumps required), along with the preparation of record drawings shall be included in the unit cost of the pipe. The cost to adjust other utilities (electric, cable, telephone, etc.) if required, and the coordination with that utility, shall also be included in the pipe cost.
- 2. BUTTERFLY VALVES AND VALVE BOXES: Measurement shall be on the basis of furnishing and installing each type of valve and size of valve required including the valve box as noted per NMB Water standard.
- DI FITTINGS: Measurement of DI fittings shall be on the basis of weight (pounds)
  per the contractors supplied shop drawing cut sheets. The use of mechanical
  restraints (megalugs, bell restraints, tie rods, etc) shall be included in the unit price of
  the DI fitting. All DI fittings will have CeramaPure interior coatings.

MEASUREMENT AND PAYMENT 01025-5

### 4. DIRECTIONAL BORE (w/ 2-2" DR11 HDPE CONDUITS):

- a. 20-INCH DR11 DIPS HDPE: Measurement shall be based upon a complete bore as shown on the plans with the size (20") and pipe material (HDPE DR11 DIPS) for the one (1) location as noted. The bore unit cost will also include the attachment/pulling of 2-2" HDPE DR11 conduits with 2-pull strings. Payment shall be based upon the linear foot of bore from each point (surface to surface) including all MOT, rig site preparation work (w/temporary fill if required), dewatering, drill and retrieval pits, dual pull wires for locates, 2-2" conduits, preparation/submittal of a frac out plan, submittal of a bore plan with personnel experience and bore rig to be used along with site cleanup.
- b. HDPE x MJ Adapter: Measurement shall be on the basis of each adapter installed per required size noted on the plans.
- ARV ASSEMBLIES: Measurement shall be per each complete installation of the ARV Assembly and associated piping, valving and concrete vault with access lid as noted on the plans and supplied per the details.
- 6. CONNECTIONS TO EXISTING: Measurement shall be based upon the complete connection to NMB Water's existing raw water main at the locations noted on the plans. For the tapping sleeve and valve (item 6.a.) or the cut in (item 6.b.) for the sizes noted on the plans. Cost shall include all coordination with NMB Water staff and Engineer, work on off hours (if needed), NMB Water assistance on existing valve closures, pipe modifications, couplings/adapters, excavation and backfill, vac truck on-site (if required), cleanup of any spills, swabbing the pipe/fittings with chlorine for the water main connection, observation of connection at line pressure and site restoration. All associated fittings and MJ restraints (on new pipe and existing pipe) shall be paid for under the DI Fitting pay item. All associated restoration (asphalt, roadway, sidewalk, driveway, or sod) shall be paid under the unit price item.

### 7. CONDUIT AND PULL BOXES:

- a. 2" Sch 40 PVC: Measurement shall be based on the linear foot of 2-inch conduit installed as noted on the plans with pull wire for future pulling of fiber optic cable by others.
- b. Concrete Pull Boxes: Measurement shall be based upon the installation of each concrete pull box installed with 8" of gravel in the bottom and a H-20 traffic cover as noted on the plans.

### 8. MISCELLANEOUS ITEMS

a. FENCE REMOVAL AND REINSTALL AT PARK: Payment shall be made on a lump sum basis for the complete removal and re-installation of the existing fence at the park required to install the pipe and vaults at the well site. The item shall include the complete fence removal, storage, re-installation, replacement of any damaged items, installation of temporary fencing in order to keep the well site/park secure at all times and connections to existing for a complete fence system.

MEASUREMENT AND PAYMENT 01025-6

- b. WELL SITE FENCING: Payment shall be made on a lump sum basis for the complete installation of a 6 ft high aluminum fence that matches the current fencing along the park perimeter. See detail on plan sheet C-15, and sheet C-11. For layout of new fence. New fencing shall include 2-8 ft wide double gates w/; pad lock hasps (lock to be provided by owner), and connections to existing fence.
- c. WELL SITE LANDSCAPING: Payment shall be made on a lump sum basis for the hedge material notes on plan sheet C-16. This item shall include the minimum 3 ft tall Calusa plants, fertilizer, mulch (color selected by Miami Gardens), and watering required to establish the plants. A 1-year warranty will be included for the landscape material. This item shall also include modifications to the existing irrigation system within the area.
- d. WELL SITE GRADING/NO. 57 STONE W/ VISQUEEN: Payment should be at a lump sum basis for the final site grading within the well site limits to include 1layer of 10-mil thick Visqueen w/ 6-inches of No. 57 stone.
- e. SAMPLE POINTS: Measurement shall be based upon a complete sample point assembly and its appurtenances per NMB Water Standard, to include the complete bacteriological analysis by an independent State certified laboratory and the complete removal of the sample point upon acceptance of the testing results from FDEP/HRS.

### BISCAYNE WELL ASSEMBLY

- a. WELL VAULT STRUCTURE AND HATCHES: Payment shall be made of a lump sum basis for the complete install of the Biscayne well valve vault w/ hatches. This item shall include all excavation, dewatering, formwork, steel, waterstops, exterior/interior coatings, finishing, ladder w/ hardware & brackets, aluminum hatches w/ hardware and safety nets. Refer to plan sheet S-5.
- b. WELL PUMP, COLUMN PIPE, AND VAULT TIE-IN: Payment shall be made on a lump sum basis for the complete install of the pump, column pipe, well head assembly tie into the vault, ss safety cable, concrete pedestal within the limits noted on plan sheet M-3 for this pay item.
- c. VAULT INTERIOR SS PIPING AND APPURTENANCES: Payment shall be made on a lump sum basis for the complete install of all stainless-steel piping and appurtenances within the limits for this pay item noted on plan sheet M-3. This item shall include but not be limited to, 316ss piping and fittings, ports (for size as noted), pressure gauge assembly w/ pressure transmitter, expansion coupling, magmeter, check valve, coupling adapters, sampling station, ARV (with ss piping), fittings/valves (2-required), sump pump w/ ss piping/valves/brackets, and salt kill piping w/valves and fittings, and miscellaneous appurtenances.
- d. WELL DISINFECT/TESTING: Payment shall be made on a lump sum basis to include, but not be limited to, all equipment, materials, and labor to satisfactorily disinfect well, bacteriological sampling and testing, and perform

MEASUREMENT AND PAYMENT 01025-7

water quality analytical testing, as required by the contract documents, state and local laws and regulations as related to this pay item. The Contractor shall be responsible for costs associated with testing, re-chlorination, resampling, and re-testing as needed to satisfactorily disinfect the well and obtain passing and acceptable water quality test results as described in Section 01420.

#### 10. FLORIDAN WELL ASSEMBLY

- a. WELL VAULT STRUCTURE AND HATCHES: Payment shall be made of a lump sum basis for the complete install of the Floridan well valve vault w/ hatches. This item shall include all excavation, dewatering, formwork, steel, waterstops, exterior/interior coatings, finishing, ladder w/ hardware & brackets, aluminum hatches w/ hardware and safety nets. Refer to plan sheet S-5.
- b. WELL PUMP, COLUMN PIPE, AND VAULT TIE-IN: Payments shall be made on a lump sum basis for the complete install of the pump, column pipe, wellhead assembly tie into the vault, ss safety cable, concrete pedestal within the limits noted on the plan sheet M-1 for this pay item.
- c. VAULT INTERIOR SS PIPING AND APPURTENANCES: Payment shall be made on a lump sum basis for the complete install of all stainless-steel piping and appurtenances within the limits for this pay item noted on plan sheet M-3. This item shall include but not be limited to, 316ss piping and fittings, ports (for size as noted), pressure gauge assembly w/ pressure transmitter, expansion coupling, magmeter, check valve, coupling adapters, sampling station, ARV (with ss piping), fittings/valves (2-required), sump pump w/ ss piping/valves/brackets, salt kill piping w/valves and fittings, and miscellaneous appurtenances.
- d. SURGE VAULT STRUCTURE AND HATCH: Payments shall be made on a lump sum basis for the complete install of the Floridian well surge vault as detailed on plan sheet S-3. This item shall include an excavation, dewatering, formwork, steel, waterstops, finishing and aluminum hatches w/ hardware.
- e. SURGE VALVE, PIPING, AND APPURTENANCES: Payment shall be made on a lump sum basis for all piping and appurtenances shown within the limits on plan sheet M-1. This item will include, but not be limited to, DI Pipe and fittings w/ CeramaPure interior coatings, mechanical restrains, surge anticipator valve, sump pump w/ 316ss pipping, fittings and brackets, flex check valve and concrete splash pad.
- f. WELL DISINFECT/TESTING: Payments shall be made on a lump sum basis to include, but not be limited to, all equipment, materials and labor to satisfactorily disinfect well, bacteriological sampling and testing, and perform water quality analytical testing, as required by the contract documents, state and local laws and regulations as related to this pay item. The Contractor shall be responsible for costs associated with testing, re-chlorination, re-sampling, and re-testing as needed to satisfactorily disinfect the well and obtain passing and acceptable water quality test results as described in Section 01420.

g. WELL "KILL": Payment shall be made on a lump sum basis for the "killing" of the Florida aquifer well to allow for piping/pump installation. The cost shall include the complete salt purging, and proper disposal, prior to placing the well on-line.

#### ii. ELECTRICAL AND INSTRUMENTATION

- a. FPL UG PRIMARY AND PAD MOUNTED TRANSFORMER NEAR WELLS: The Contractor shall coordinate all work and location for U.G. primary conduit routing, installation, depth, and procedures with FPL prior to installation. The Contractor shall provide all labor and hardware, follow FPL requirements and guidelines for the installation of this primary U.G. raceway and the prefab pad mounted transformer. Obtain all permits and inspections as required by FPL and the City Inspector for the installation of the U.G. conduit and pad mounted transformer. As part of this work the Contractor shall also include as part of the installation any testing procedure that FPL may require after the installation of the raceway and pad mounted transformer, along with any easements required by FPL. Payment shall be made on a lump sum basis.
- b. PRIMARY CONDUIT INSTALL & 480V UG SERVICE FROM METER TO FPL TRANSFORMER POLE: The Contractor is responsible to provide all labor and hardware necessary for the primary and secondary (480V) installation of the conduit(s) from the proposed FPL meter to the FPL transformer. Follow the requirements of NEC and FPL. The Contractor shall obtain all permits and additional FPL easements and pass all inspections related to this work. Payment shall be made on a lump sum basis.
- c. WELLS 480V METER, 800A FUSED MAIN, PDP PANEL, MTS W/CAMLOCKS, RACK: The Contractor shall provide, install, terminate power, control, and ground wires, and configure the 480V meter, fused main, PDP panel, MTS switch and Camlocks with Rack, including all concrete pads, equipment racks and all labor and hardware related to the installation of this equipment. The Contractor shall be responsible for the proper operation and training of the Owner's personnel after successful startup. Payment shall be made on a lump sum basis.
- d. BISCAYNE WELL B-18 400A WELL CONTROL PANEL W/VFD: The Contractor is responsible to provide all labor and hardware, including installation, mounting hardware, including any equipment concrete pad, configure hardware as well as any software/firmware updates related to the VFD and its equipment. The Contractor shall also provide all testing and startup of this well control panel, its internal components, the VFD, its configuration, along with any pump field instruments that connect to this well control panel. Payment shall be made on a lump sum basis.
- e. FLORIDAN WELL F-6 225A WELL CONTROL PANEL W/VFD: The Contractor is responsible to provide all labor and hardware, including installation, mounting hardware, including any equipment concrete pad, configure hardware as well as any software/firmware updates related to the VFD and its equipment. The Contractor shall also provide all testing and startup of this well control panel, its internal components, the VFD, its

- configuration, along with any pump field instruments that connect to this well control panel. Payment shall be made on a lump sum basis.
- f. FIELD INSTRUMENTS, CONTROL STATIONS, STANCHION MOUNTED TERMINAL BOXES, DISPLAY UNIT: The Contractor shall provide, install, setup, calibrate, and configure all field instruments, including any equipment concrete pads, H-racks, and related mounting hardware, provide any special wiring of signals, requirements for grounding. Provide all proper labels as required per Contract Documents. Payment shall be made on a lump sum basis.
- g. PLC AND RTU W/SPREADSPECTRUM RADIO TELEMETRY: The Contractor shall provide all equipment, hardware, and software necessary to test, configure and setup the PLC and RTU based on the radio system. Provide a radio survey to fine tune the signal strength and direction of the telemetry antenna. Payment shall be made on a lump sum basis.
- h. POWER AND CONTROL WIRES, CONDUITS, GROUNDING TO EQUIPMENT AND MOTORIZED VALVE: The Contractor shall provide and install all power, controls, signals, grounding wires, including proper termination, following torque guidelines based on the wire size and terminal/lug size. All power wires shall be megger to assess its viability after installation. Any low megger reading would require replacement of that segment of wire or wires for new ones. Payment shall be made on a lump sum basis.
- EQUIPMENT CONFIGURATION, STARTUP, TESTING. AND PROGRAMMING: The Contractor is responsible to provide all configuration, setup, programming, startup and testing of the equipment, like pumps, PLCs, RTU, radio, VFD and Soft starters, Field instruments (calibration, range and reading units and reading span, resolution, interval of reading, etc. The Contractor shall develop the programming of the PLC and related instruments and equipment like VFDs to properly operate for a well as indicated on the specifications, including review of the programming during shop drawings, and implement input from the Engineer and City staff on the proper operation. status of I/O being monitored, and alarms of the well pumping system. This item shall include representatives from respective vendors (as required) for the startup and testing of their equipment. Payment shall be made on a lump sum basis.
- j. MISCELLANEOUS ELECTRICAL: Contractor shall provide all miscellaneous labor and materials to provide a complete well pumping system; this shall include a complete installation for a fully functional well pumping system. Provide all training and pass all inspections. Payment shall be made on a lump sum basis.
- k. ROHM TOWER AND YAGI ANTENNA: The Contractor shall provide a foundation for the ROHM lattice tower assembly that includes the mast and Yagi antenna, and it meets the FBC wind loading criteria for the area of installation. All grounding, and installation of antenna conduit and Coax cable

shall be included into the foundation and tower as detailed in the drawings. Payment shall be made on a lump sum basis.

### 11. MISCELLANEOUS RESTORATION

- a. ASPHALT ROADWAY (OVER TRENCH): Measurement shall be made on a square yardage basis for the limits shown. Contractor shall confirm with Engineer on limits in the field prior to performing the work. The cost includes all saw cutting, disposal of existing material, new base rock, grading, compaction, densities, and placement/finishing with new asphalt per the detail.
- b. MILL AND RESURFACE (1-INCH SP 9.5): Measurement shall be made on a square yardage basis for the milling and resurfacing of a minimum of 1-inch at the locations and limits noted on the plans. Contractor shall confirm with County/City/Engineer on limits in the field prior to performing the work. The cost includes all disposal of existing material, RPM's and placement/finishing the new asphalt roadway. All thermoplastic pavement markings will be paid separately under that item.
- c. 5 FT CONCRETE SIDEWALK: Measurement shall be made on a square yardage basis for the installation of new concrete sidewalk to the limits shown. Contractor shall confirm with Engineer/City on limits in the field prior to performing the work. The cost includes all saw cutting, disposal of existing, grading, compaction, densities, wire mesh or steel (match existing) and placement/finishing the new concrete sidewalk.
- d. FLORATAM SOD: Measurement shall be based upon the number of square yards of Floratam sod (for the type of sod noted/match existing/or as directed by the Engineer) completed and accepted under the terms of the contract except that the maximum width to be used in the computation shall be twenty (20) feet. Payment shall include all necessary soil preparation, grading topsoil, sod (pegged as required) and water to establish the sod.
- e. PAVEMENT MARKINGS (THERMOPLASTIC): Payment shall be made on a lump sum basis for the complete installation of new thermoplastic markings where new asphalt has been installed as required by the City/County.

### 3.2 NON-PAYMENT FOR REJECTED OR UNUSED PRODUCTS

- A. Payment will not be made for following:
  - 1. Loading, hauling, and disposing of rejected material.
  - 2. Quantities of excavated material wasted or disposed of in manner not called for under Contract Documents.
  - 3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
  - 4. Material not unloaded from transporting vehicle.

- 5. Defective Work not accepted by Owner.
- 6. Material remaining on hand after completion of Work.

# 3.3 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

- A. Partial Payment: Partial payments will be made for materials and equipment delivered or stored for this project.
- B. Final Payment: Will be made only for products incorporated in Work; remaining products, for which partial payments have been made, shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.
- C. Final Payment will not be made until all Record Drawings are acceptable to Owner/Engineer, Operation and Maintenance Manuals are final and acceptable to Owner/Engineer, final release of liens have been received for Contractor, Subcontractor, suppliers, and vendors, all spare parts have been received (by Owner), and all punch list items are complete and acceptable to Owner/Engineer.

- END OF SECTION -

MEASUREMENT AND PAYMENT 01025-12

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MEASUREMENT AND PAYMENT 01025-1

2/23/2026274100F4101 AM

p. 66

### SECTION 01030

#### **EMERGENCY ACTION PLAN**

# **PART 1 -- GENERAL**

### 1.01 EMERGENCY ACTION PLAN

- A. The Contractor's attention is drawn to the possibility of an event that could occur, either by the Contractors actions or out of their control or due to acts of God occurring at the site of work during the course of Contract Work.
- B. Within fourteen (14) days of the date of the Notice to Proceed, the Contractor shall submit to the Construction Manager and Owner an Emergency Action Plan. The plan should outline the necessary measures which the Contractor proposes to perform at no additional cost to the Owner in case of an unforeseen project emergency due to mechanical failure, traffic conditions/accidents, pipeline breaks (water, sewer or gas), conduit damage to include electric, fiber or other cabling or weather events to include, but not be limited to, flooding, hail, lightning, tornadoes, Tropical Storms, or Hurricanes.
- C. The Contractors Emergency Action Plan shall comply with OSHA standards and local regulations and shall include emergency contact information.
- D. When an event occurs, or whenever the Owner shall direct, the Contractor shall, and will, cause Subcontractors to carefully protect the Work and materials against damage or injury. Work and materials damaged due to the event shall be removed and replaced at the expense of the Contractor.
- E. At a minimum, the Contractor shall provide procedures and staff accountability for some of the events noted below.
  - 1. <u>Hurricane Watch</u>: Upon designation of a hurricane watch, the Contractor shall be responsible for storing all loose supplies and equipment on the job site that may pose a danger. In addition, the Contractor shall remove all bulkheads and plugs in pipelines that would impede drainage in the case of flooding. Structures that may be in danger of floatation shall be flooded. The Contractor shall also cooperate with the Owner in protecting any other structures at the site.
  - 2. <u>Hurricane Warning</u>: No mobile "temporary facility" under the control of or on the property of the Owner shall be staffed during a hurricane warning. Contractor facilities meeting these criteria shall be evacuated. Reasonable steps shall be taken to protect all such facilities and their contents from damage and to avoid the facility causing damage to the surroundings.
  - 3. <u>Traffic Conditions/Accidents:</u> The Contractor is required to submit for review and approval a Maintenance of Traffic Plan in accordance with State, County and local requirements. In addition, the Contractor will be required to submit an action plan to address traffic stacking that occurs during construction and a plan to a address any unforeseen accidents that could occur due to the MOT/construction activity.

EMERGENCY ACTION PLAN 01030-1

2/23/12/02/6274 1130 PHIN AM

- 4. <u>Underground Utility Damage</u>: The Contractor is responsible for notifying 811 prior to any digging operations for the flagging of any underground utilities. Proof of these 811 notifications is required to given to the Owner. In addition, the Contractor will provide their plan to address emergency actions will be put in place when identified/unidentified utilities are compromised.
- 5. Other Storm Related Events: The Contractor shall provide an emergency action plan to address other severe storm related events, such as lightning, tornadoes, etc., that could impact their operations and the surrounding area.

# **PART 2 - PRODUCTS**

(NOT USED)

# **PART 3 - EXECUTION**

(NOT USED)

**END OF SECTION** 

EMERGENCY ACTION PLAN 01030-2

#### FIELD ENGINEERING AND SURVEYING

### PART 1 GENERAL

# 1.01 SECTION INCLUDES

- A. Provide and pay for field engineering and surveying services required for the project.
- B. Owner's representative will identify existing control points, as required.
- C. Related requirements specified in other sections and divisions:
  - 1. Section 01010 Summary of Work.
  - 2. Section 01720 Project Record Drawings.

### 1.02 QUALIFICATIONS OF SURVEYOR

A. Qualified Land Surveyor registered in the state of Florida.

# 1.03 SURVEY REFERENCE POINTS

- A. Existing basic horizontal and vertical control points for the project are those designated on the drawings.
- B. Contractor shall locate and protect survey control and reference points.

### 1.04 PROJECT SURVEY REQUIREMENTS

- A. Establish lines, grades, and elevations by instrumentation or similar appropriate means utilizing recognized engineering survey practices.
- B. Horizontal alignment for the proposed construction will be controlled by right-of-way lines, property line, and existing structures. The Contractor shall be responsible to establish reference lines and necessary offsets to establish piping alignment, and equipment and structure location.
- C. Vertical alignment for the proposed construction will be based on the existing grades and benchmark identified on the drawings. The Contractor shall be responsible to establish proposed grades. The grade stakes shall be provided by the Contractor.
- D. No partial payments will be made to the Contractor without the receipt of current survey data being provided with the pay request to be reviewed.

#### 1.05 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. Submit a copy of the site drawing and certificate signed by land surveyor that the elevations and locations of the Work are in conformance with the Contract Documents.

FIELD ENGINEERING AND SURVEYING 01050-1

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# 1.06 EXAMINATION

- A. Contractor is responsible for verifying survey control points prior to initiation of work.
- B. Contractor shall promptly notify Engineer of any discrepancies discovered.

# 1.07 QUALITY CONTROL

- A. Quality control of the Work shall be the Contractor's responsibility and Contractor shall make every effort to produce the best quality of work, as specified on the drawings and specifications.
- B. Twenty-four (24) hour notification to the Engineer by the Contractor shall be required for all specified field investigations unless otherwise noted.

# **PART 2 - PRODUCTS**

(NOT USED)

# **PART 3 - EXECUTION**

(NOT USED)

# **END OF SECTION**

2*28/1*210/26*2*74 1130 P4101 AM

# REGULATORY REQUIREMENTS AND NOTIFICATION

#### PART 1 - GENERAL

### 1.01 GENERAL REQUIREMENTS

- A. Obtain and pay for all permits and licenses as required for construction of the project.
- B. Schedule all inspections and obtain all written approvals of the agencies required by the permits and licenses.
- C. Comply with all conditions specified in each of the permits and licenses.
- D. A copy of the permits obtained by the OWNER will be furnished to the CONTRACTOR.

# 1.02 PERMITS OBTAINED BY OWNER

The OWNER has obtained or is in the process of obtaining the following permits/approvals:

- Miami-Dade Department of Environmental Resources (DERM)/Florida Department of Environmental Protection (FDEP)
- o Miami-Dade Health Department
- o City of Miami Gardens, for Public Works and Utility permits
- o Miami-Dade County Public Works permit

### 1.03 PERMITS OBTAINED BY CONTRACTOR

A. Contractor shall prepare, submit and obtain the building permit and sub-permits from the City of Miami Gardens Building Division and DERM, along with Right of Way Permits and any required Dewatering Permits for the Work.

### 1.04 NOTIFICATION

- A. The Contractor is required to notify the Owner and any applicable permitting agency who requires notification as part of their permit condition within the timeframe stated on the permit. If no time exists, notification shall be a minimum of 48 hours prior to initiating construction.
- B. Utility Companies: CONTRACTOR shall notify the Sunshine State One Call of Florida (SSOCF) service at 811, 2 working days prior to digging for direct bury and 10 days prior to digging or initiating construction of underwater construction activities, as required by Florida Statues Chapter 556 throughout the duration of the construction project.

REGULATORY REQUIREMENTS AND NOTIFICATION 01060-1

**2/23//2026**2**/4**1(30)**-4**(0) AM

C. The CONTRACTOR shall give the Engineer not less than seven (7) calendar days notice of the time and place (or places) where he will start the work.

# 1.05 PERMIT CONDITIONS

A. Contractor shall comply with and furnish all items necessary to satisfy any general or specific conditions that are a part of the Owner obtained permits.

# **PART 2 - PRODUCTS**

(NOT USED)

# **PART 3 - EXECUTION**

(NOT USED)

**END OF SECTION** 

2*28/1*210/26*2*74 1130 P4101 AM

### REFERENCE STANDARDS

### **PART 1 - GENERAL**

# 1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards.

### 1.02 QUALITY ASSURANCE

- A. Application: When a standard is specified by reference, comply with requirements and recommendations stated in that standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publication Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.
- C. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- D. Conform to reference standard by date of issue current on bid date.
- E. Obtain copies of standards when required by the Contract Documents.
- F. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- G. Should specified reference standards conflict with Contract Documents, request clarification from the Engineer before proceeding.
- H. Neither the contractual relationship, duties, nor responsibilities of the parties in Contract nor those of the Engineer shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

# 1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OR ORGANIZATIONS

- A. Obtain copies of reference standards direct from publication source, when needed for proper performance of work, or when required for submittal by Contract Documents.
- B. The following, as appropriate to project, is a list of referenced standards and their mailing addresses for requesting copies of standards:

REFERENCE STANDARDS 01090-1 AA Aluminum Association

818 Connecticut Avenue, NW Washington, D.C. 20006

AASHTO American Association of State

Highway and Transportation Officials

444 North Capitol Street, NW Washington, D.C. 20001

ACI American Concrete Institute

Box 19150 Redford Station Detroit, MI 48219

Al Asphalt Institute

Asphalt Institute Building College Park, MD 20740

AISC American Institute of Steel Construction

1221 Avenue of the Americas

New York, NY 10020

AISI American Iron and Steel Institute

1000 16<sup>th</sup> Street, NW Washington, D.C., 20036

ANSI American National Standards Institute

1430 Broadway New York, NY 10018

ASME American Society of Mechanical Engineers

345 East 47<sup>th</sup> Street New York, NY 10017

ASPA American Sod Producers' Association

Association Building Ninth and Minnesota Hastings, NE 68901

ASSE American Society of Sanitary Engineers

960 Illuminating Building Cleveland, OH 44113

ASTM American Society for Testing and Materials

1916 Race Street Philadelphia, PA 19103

AWPA American Wood-Preservers Association

7735 Old Georgetown Road

Bethesda, MD 20014

REFERENCE STANDARDS 01090-2

p. 72

AWS American Welding Society

2501 NW 7<sup>th</sup> Street Miami, FL 33125

AWWA American Water Works Association

6666 W. Quincy Avenue Denver, CO 80235

CDA Copper Development Association

57<sup>th</sup> Floor, Chrysler Building 405 Lexington Avenue New York, NY 10017

CLFMI Chain Link Fence Manufacturers Institute

1101 Connecticut Avenue Washington, D.C. 20036

CRSI Concrete Reinforcing Steel Institute

180 North LaSalle Street, Suite 2110

Chicago, IL 60601

FDOT Florida Department of Transportation

Haydon Burns Building 605 Suwannee Street Tallahassee, FL 32301

FM Factory Mutual System

1151 Boston-Providence Turnpike

Norwood, MA 02062

FS Federal Specifications

General Services Administration

Specifications and Information Distribution Section

(WFSIS)

Washington Navy Yard, Bldg. 197

Washington, D.C. 20407

NEMA National Electrical Manufacturers Association

2101 L Street, NW Washington, D.C. 20037

NFPA National Fire Protection Association

470 Atlantic Avenue Boston, MA 02210

NFPA National Forest Products Association

1619 Massachusetts Avenue, NW

Washington, D.C. 20036

NSF National Sanitation Foundation

**NSF** Building

REFERENCE STANDARDS 01090-3

2/23//2026/2741130 P4101 AM

3475 Plymouth Road Ann Arbor, MI 48106

NSWMA National Solid Waste Management Association

1120 Connecticut Avenue, NW

Washington, D.C. 20036

PCA Portland Cement Association

5420 Old Orchard Road

Skokie, IL 20076

PCI Prestressed Concrete Institute

20 North Wacker Drive Chicago, IL 60606

PS Product Standard

U.S. Department of Commerce

Washington, D.C. 20203

TCA Technical Aid Series Construction Specifications Institute

1150 Seventeenth Street, NW Washington, D.C. 20036

UL Underwriters Laboratories, Inc.

333 Pfingston Road Northbrook, IL 60062

**PART 2 - PRODUCTS** 

(NOT USED)

**PART 3 - EXECUTION** 

(NOT USED)

**END OF SECTION** 

### **APPLICATIONS FOR PAYMENT**

#### **PART 1 - GENERAL**

# 1.01 REQUIREMENTS INCLUDED

Submit Applications for Payment to Construction Manager in accordance with the schedule established by Conditions of the contract and Agreement between OWNER and CONTRACTOR.

# 1.02 RELATED REQUIREMENTS

- A. In other parts of the Construction Documents:
  - 1. Agreement between OWNER and CONTRACTOR
  - 2. General Conditions of the Contract
  - 3. Payments to Contractor and Completion
- B. Specified in Other Sections:
  - 1. Section 01010: Summary of Work
  - 2. Section 01700: Project Closeout
  - 3. Section 01050: Field Engineering and Surveying

# 1.03 FORMAT AND DATA REQUIRED

- A. Submit itemized applications typed in a format approved by Construction Manager. All applications for payment must be numbered, dated, and signed by the Contractor.
- B. Provide itemized data on payment application (format, schedules, line items and values accepted by Engineer).
- C. Provide current survey data and update project schedule with each application for payment.

# 1.04 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
  - 1. Fill in required information, including that for Change Orders executed prior to the date of submittal of application.
  - 2. Fill in summary of dollar values.
  - 3. Execute certification with the signature of a responsible officer of the contract firm.
  - 4. Have resident project representative review and sign application prior to submission to Construction Manager.

APPLICATIONS FOR PAYMENT 01152-1

223/210262%1130F4101 AM p. 76

# 1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the OWNER or the Construction Manager requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:
  - 1. Project
  - 2. Application number and date
  - Detailed list of enclosures
  - 4. For stored products:
    - a. Item number and identification
    - b. Description of specific material
- B. Submit one copy of data and cover letter for each copy of application.

# 1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Application for payment is required for progress payments.
- B. Only one application will be acceptable in any one month.

### 1.07 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to Construction Manager at the time stipulated in the Agreement.
- B. Number: Four copies of each progress Application.
- C. When Construction Manager finds the Application properly completed and correct, he will transmit the applications for payment to the Owner.
- D. Amount of Retainage shall adhere to current Florida Statutory guidelines.

# **PART 2 - PRODUCTS**

(NOT USED)

# **PART 3 - EXECUTION**

(NOT USED)

# **END OF SECTION**

2*28*//2026*2*/4 133 P400 AM p. 73

p. 76

## **SECTION 01200**

#### **PROJECT MEETINGS**

#### PART 1 - GENERAL

# 1.01 DESCRIPTION

- A. The Owner's Construction Manager shall schedule and administer a preconstruction meeting, monthly progress meetings, and specially called meetings throughout the progress of the work. Construction Manager shall:
  - 1. Distribute written notice of each meeting.
  - 2. Make physical arrangements for meetings.
  - 3. Preside at meetings.
  - 4. Record the minutes, include all significant proceedings and decisions.
  - 5. Reproduce and distribute copies of minutes:
    - a. To all participants in the meeting.
    - b. To all parties affected by decisions made at the meeting.
- B. Representatives of contractors, subcontractors and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.

### 1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

1. Section 01010 - Summary of Work

#### 1.03 PRE-CONSTRUCTION MEETING

- A. To be held prior to the Notice to Proceed.
- B. Location: Norwood Water Treatment Plant located at 19150 NW 8<sup>th</sup> Avenue, Miami, FL 33169, or as designated by NMB Water.
- C. Attendance:
  - 1. Owner's Representative
  - 2. Construction Manager
  - 3. Engineer of Record/Representative
  - 4. Contractor
  - 5. Contractor's Superintendent
  - 6. Major Subcontractors
  - 7. Others as appropriate

### 1.04 PROGRESS MEETINGS

A. Monthly progress meetings will be held throughout the duration of the project. Additional meetings may be scheduled for startup, commissioning, operational testing, or any other event that may require additional coordination.

PROJECT MEETINGS 01200-1

- B. Location of the meetings: Norwood Water Treatment Plant located at 19150 NW 8<sup>th</sup> Avenue, Miami, FL 33169, or as designated by NMB Water.
- C. Attendance:
  - 1. Owner's Representative
  - 2. Construction Manager
  - 3. Engineer of Record Representative
  - 3. Subcontractors as appropriate
  - 4. Suppliers as appropriate

# 1.05 EMERGENCY MEETINGS

A. May be called by Owner, Construction Manager or Contractor with a minimum of three hours' notice to resolve conditions of an emergency nature.

# PART 2 - PRODUCTS

(NOT USED)

# **PART 3 - EXECUTION**

(NOT USED)

**END OF SECTION** 

PROJECT MEETINGS 01200-2

**2***28*/2026*2*4100 AM p. 79

#### **SUBMITTALS**

#### **PART 1 - GENERAL**

# 1.01 WORK INCLUDED

A. Contractor shall submit to the Engineer, shop drawings, project data and samples required by specification sections.

#### 1.02 SCHEDULES

- A. Prepare and submit a Construction Schedule in accordance with the Owner/Construction Managers approved software format.
- B. Prepare and submit a separate schedule listing dates for submission of shop drawings and projected return dates.

# **PART 2 - PRODUCTS**

### 2.01 SHOP DRAWINGS

- A. Original drawings, prepared by Contractor, Subcontractor, Supplier or Distributor, which illustrate portions of the Work; showing fabrication, layout, setting or erection details including, but not limited to the following:
  - 1. Piping
  - 2. Valves
  - 3. Electrical Equipment
  - 4. Instrumentation
  - 5. Air Release Valves
  - 6. Surge Anticipator Valve
  - 7. Pressure Gauges
  - 8. Coating Systems
  - 9. Asphalt Mix Design
  - 10. Concrete Structures
  - 11. Pumps and Appurtenances
  - 12. Directional drill layout/setup
  - 13. MOT
  - 14. Frac out plan
- B. Prepare submittals by a qualified detailer.
- C. Identify details by reference to sheet numbers and detail shown on Contract Drawings.

### 2.02 PROJECT DATA

- A. Manufacturer's standard schematic drawings:
  - 1. Modify drawings to delete information which is not applicable to project.

SUBMITTALS 01300-1

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- 2. Supplement standard information to provide additional information applicable to project.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
  - 1. Clearly mark each copy to identify pertinent materials, products or models.
  - 2. Show dimensions and clearances required.
  - 3. Show performance characteristics and capacities.
  - 4. Show wiring diagrams and controls.

#### 2.03 SAMPLES

- A. Physical examples to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged.
- B. Office samples of sufficient size and quantity to clearly illustrate:
  - Functional characteristics of product or material, with integrally related parts and attachment devices.
  - 2. Full range of color samples.

# 2.04 PAY REQUESTS

- A. Pay Requests shall be made in accordance with the requirements of the Agreement between Owner and Contractor.
- B. Amount of Retainage shall be in accordance with the current Florida Statute.

# **PART 3 - EXECUTION**

#### 3.01 SUBMISSION REQUIREMENTS

- Schedule submissions at least 14 days before dates reviewed submittals will be needed.
- B. Submit shop drawings in .pdf format to the Engineer and the Owner.
- C. Accompany submittals with transmittal letter, in duplicate, containing:
  - 1. Date.
  - 2. Project title and number.
  - Contractor's name and address.
  - 4. Notification of deviations from Contract Documents.
  - 5. Other pertinent data.
- D. Submittals must include:
  - 1. Date of submittal and revision dates.
  - 2. Project title and number.

SUBMITTALS 01300-2

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- 3. The names of:
  - a. Engineer.
  - b. Contractor.
  - c. Subcontractor.
  - d. Supplier.
  - e. Manufacturer.
  - f. Separate detailer when pertinent.
- 4. Identification of product or material.
- 5. Relation to adjacent structure or materials.
- 6. Field dimensions clearly identified as such.
- 7. Identification of deviations from Contract Documents.
- 8. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.

# 3.02 RESUBMISSION REQUIREMENTS

- A. Shop Drawings:
  - 1. Revise initial drawings as required and resubmit as specified for initial submittal.
  - 2. Indicate on drawings any changes which have been made other than those requested by Engineer.
  - 3. All costs associated with additional review and coordination time performed by the Engineer beyond the first shop drawing submittal shall be borne by the contractor.
- B. Project Data and Samples:
  - 1. Submit new datum and samples as required for initial submittal.

# 3.03 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- A. Distribute copies of Shop Drawings and Project Datum which carry Engineer's stamp, to:
  - 1. Contractor's file.
  - Job site file.
  - 3. Record Documents file.
  - 4. Other prime contractors.
  - 5. Subcontractors.
  - 6. Supplier.
  - Fabricator.
- B. Distribute samples as directed.

# **END OF SECTION**

SUBMITTALS 01300-3

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SUBMITTALS 01300-4

#### **TESTING LABORATORY SERVICES**

#### PART 1 - GENERAL

# 1.01 DESCRIPTION

- A. Contractor shall employ and pay for services of an Independent Testing Laboratory to perform specified services.
- B. Inspection, Sampling and Testing is required for:
  - 1. Densities and Proctors (for soil compaction)
  - 2. Cast-in-place Concrete (slump and compressive strength)
  - 3. Bacteriological Clearance
  - 4. Other operations specified in these specifications or as required by the Engineer.
- C. Contractor's employment of Testing Laboratory shall in no way relieve Contractor of their obligation to perform Work in accordance with Contract.

# 1.02 QUALIFICATION OF LABORATORY

- A. Meet "Recommended Requirements for Independent Laboratory Qualification", latest edition, published by American Council of Independent Laboratories.
- B. Meet basic requirements of ASTM E 329-90 "Standard Practice for Use in the Evaluation of Testing Agencies for Concrete and Steel as Used in Construction".
- Certified in the State of Florida in accordance with FDEP requirements.

# 1.03 LABORATORY DUTIES; LIMITATIONS OF AUTHORITY

- A. Cooperate with Engineer and Contractor; provide qualified personnel promptly on notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
  - 1. Comply with specified standards; ASTM, other recognized authorities, and as specified.
  - 2. Ascertain compliance with requirements of Contract Documents.
- C. Promptly notify Engineer/Architect, and Contractor, of irregularities or deficiencies of Work which are observed during performance of services.
- D. Promptly submit 2 copies of reports of inspections and tests to Engineer/Architect, including:

TESTING LABORATORY SERVICES 01410-1

**2/23//2026**2**/4**1(30)**-4**(0) AM

- 1. Date issued.
- 2. Project title and number.
- 3. Testing Laboratory name and address.
- 4. Name of Inspector
- 5. Date of inspection or sampling.
- 6. Record of temperature and weather.
- 7. Date of test.
- 8. Identification of product and specification section.
- 9. Location in project.
- 10. Type of inspection or test.
- 11. Observations regarding compliance with Contract Documents.
- E. Laboratory is not authorized to:
  - 1. Release, revoke, alter, or enlarge on, requirements of Contract Documents.
  - 2. Approve or accept any portion of Work.
  - 3. Perform any duties of the Contractor.

## 1.04 CONTRACTOR'S RESPONSIBILITIES

- A. Select laboratory and coordinate testing with Lab and Engineer/Architect's representative.
- B. Cooperate with Laboratory personnel, provide access to Work.
- C. Provide to Laboratory, preliminary representative samples of materials to be tested, in required quantities.
- D. Furnish copies of mill test reports.
- E. Furnish casual labor and facilities:
  - 1. To provide access to Work to be tested.
  - 2. To obtain and handle samples at the site.
  - 3. To facilitate inspections and tests.
  - 4. For Laboratory's exclusive use for storage and curing of test samples.
- F. Notify Laboratory sufficiently in advance of operations to allow for his assignment of personnel and scheduling of tests.

- G. Pay for services of the Testing Laboratory to perform additional inspections, sampling and testing required:
  - 1. For Contractor's convenience.
  - 2. When initial tests indicate Work does not comply with Contract Documents.
  - 3. Such payment shall be made directly by the Contractor.

# PART 2 - PRODUCTS

(NOT USED)

# **PART 3 - EXECUTION**

(NOT USED)

# **END OF SECTION**

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TESTING LABORATORY SERVICES 01410-4

2/23//21026/274 1130 P4101 AM

### **WELL DISINFECTION**

# PART I GENERAL

#### 1.01 SCOPE OF WORK

- A. Provide labor, equipment, and materials to disinfect each Production Well pursuant to the requirements of AWWA C654-13 including pump facilities, wellhead, and piping according to the requirements of AWWA C-601.
- B. Provide labor, equipment, and materials to perform analytical tests on the well. The CONTRACTOR shall subcontract an analytical laboratory to perform sampling and analytical services. The laboratory shall be certified to perform the scope of work by the Florida Department of Environmental Protection and local health department regulations.
- C. Bacteriological analytical testing must match method preferred by OWNER.
- D. Provide labor, equipment, and materials to perform analytical tests including (1 complete set) Chapter 62-550 Florida Administrative Code (FAC) drinking water analysis on production well (including asbestos and dioxin). The CONTRACTOR will subcontract an analytical laboratory to perform the scope of work in accordance with the Florida Department of Environmental Protection and Palm Beach County Health Department requirements.
- E. All materials used in well equipment including, but not limited to, well casings, risers, centralizers, column pipe, pump, and motor must be cleaned and disinfected prior to installation in the well. Passing of bacteriological clearance is the sole responsibility of the CONTRACTOR.

### 1.02 SUBMITTALS

- A. Provide State and County certifications for proposed laboratory. Bacteriological analytical testing method must match method preferred by OWNER.
- B. Provide sampling reports, disinfection forms, completed chain of custody forms and analytical results for all consecutive sampling events. Laboratory reports shall be submitted within 30 days of receipt of samples by the laboratory.
- C. MSDS for all products to be used for disinfection to be provided to CONTRACTOR a minimum of 15 days prior to commencement of disinfection.

WELL DISINFECTION 01420-1

# PART II PRODUCTS

# 2.01 MATERIALS

- A. Free chlorine liquid.
- B. Sodium hypochlorite.
- C. Steriline.

# PART III EXECUTION

#### 3.01 WELL FACILITY DISINFECTION

- D. Provide notice to ENGINEER 48 hours in advance of treatment. ENGINEER may be present for disinfection and must have proper notification prior to work.
- E. Post warning notices and secure the well facility from unauthorized access or use. Secure the area.
- F. The CONTRACTOR shall carry out adequate cleaning procedures immediately preceding disinfection where evidence indicates that normal well construction and development work have not adequately cleaned the wells. All oil, grease, soil, and other materials which could protect bacteria from disinfectants shall not be allowed in the hole. If evidence indicates that this material has entered the hole, it shall be thoroughly removed. The cleaning operation is to be carried out by pumping and swabbing only. Where test pumping equipment is to be used, such equipment shall be thoroughly scrubbed, or otherwise cleaned of foreign material.
- G. Mix a sufficient concentration of chlorinated water solution to maintain 200 parts per million chlorine residuals throughout the wells, pump, and added piping facilities. The pump and motor shall not be exposed to chlorinated water solutions with concentrations above 500 ppm. The recommended pH of chlorine solutions is between 5.5 and 6.8. Any well components sensitive to free chlorine or disinfecting agents will be disinfected and installed separately to prevent damage.
- H. Disinfection procedures shall ensure that the disinfecting agent is uniformly applied throughout the entire water depth of the wells, without relying on subsequent mechanical or surging action for dispersing the disinfectant. For this purpose, the disinfecting agent shall be furnished or prepared in liquid form and placed in the wells through a hose or tremie of sufficient length to extend to the bottom of the wells. The disinfecting agent shall be applied through the hose, which is to be raised and lowered to achieve uniform distribution of the solution throughout the wells.
- All portions of the wells above the water shall be maintained in a damp condition with water containing the required concentration of disinfecting agent for a period of not less than 20 minutes. The disinfecting agent shall be left in the wells for a period of at least 24 hours.

WELL DISINFECTION 01420-2

- J. After a 24 hour or longer contact period, the wells are to be pumped to clear them of the disinfecting agent. The disposal point for the purged water shall be selected so as to minimize potential damage to aquatic life and vegetation.
- K. All water used for treatment shall be potable and from an ENGINEER approved source.
- L. The complete disinfection program and methods followed, especially if materially different from those specified, shall be in accordance with directives of the Florida Department of Environmental Protection (FDEP), Division of Health and all methods employed shall have their approval. Final approval of the bacterial samples shall be received from the FDEP and Palm Beach County Health Department prior to the time that the system is placed into operation.
- J. Prepare and submit 'Surficial Aquifer Well Disinfection Reporting Form' for each disinfection event.

# 3.02 BACTERIOLOGICAL ANALYSIS FOR WELLS

- A. Purge detectable chlorine solution from the well facility.
- B. Collect up to twenty (20) consecutive water samples per well at an approved location starting 48 hours after disinfection procedure. No less than 6 hours will elapse between sample collection events. No more than two (2) samples shall be collected per day. Sample collection and handling procedures shall be in accordance with a State approved laboratory quality assurance plan by an experienced sampling technician.

### 3.03 WATER QUALITY ANALYSIS

- A. Purge a minimum of five (5) well volumes of formation water from each production well. The CONTRACTOR shall coordinate with the ENGINEER and OWNER for water quality analysis.
- B. Collect one set of water samples from each well for drinking water analysis. Sample analysis shall include (1 complete set) Chapter 62-550 Florida Administrative Code (FAC) drinking water analysis on production well (including asbestos and dioxin). Sample collection and handling procedures shall be in accordance with a State approved laboratory quality assurance plan by an approved sampling technician.
- C. Water samples shall be analyzed by an approved, independent, certified laboratory in accordance with state and local regulations.

### **END OF SECTION**

WELL DISINFECTION 01420-3

### FLORIDAN AQUIFER WELL "KILL"

#### PART I - GENERAL

# 1.01 SCOPE OF WORK

- A. The Contractor may be required to lower the artesian head in the Floridan Aquifer production well that was recently drilled using a concentrated saltwater solution as specified herein.
- B Furnish all labor, equipment and materials required to "kill" the well.

# 1.02 SUBMITTALS

- A. Provide documentation on manufacturer of salt, type and the MSDS.
- B. Submit calculations to determine the estimated amount of salt needed to lower artesian head to the OWNER approved level.

#### PART II - PRODUCTS

#### 2.01 SALT

Furnish granular salt in 200 lb. sacks or as approved by the Engineer. Estimated quantity of salt needed shall be calculated by the Contractor and submitted as required above.

#### **PART III - EXECUTION**

### 3.01 GENERAL REQUIREMENTS

- A. All equipment and materials must be approved by the Engineer.
- B. Provide adequate potable water, chlorinated to 1 mg/l available chlorine for mixing salt solution. Tanks shall be clean and non-ferrous material.
- C. Salt shall be completely dissolved prior to emplacement into well.
- D. Installation of solution shall continue until artesian level is at least 10 feet below land surface but not greater than 40 feet below land surface.
- E. At the direction of the Engineer, salt concentrate solution shall be removed from the well by pumping and shall be disposed by the Contractor off site at an approved location. Salt concentrate solution shall not be removed from the well by adding freshwater to the top of the well to "roll" the salt plug. Removal of salt concentrate solution shall be complete when discharge water has returned to background conductivity as tested prior to emplacement of salt concentrate solution or as determined by Engineer.

FLORIDAN AQUIFER WELL "KILL" 01450-1

**2***28*/2026*2*4100 AM p. 99

F. Prior to demobilizing from the well site, the Contractor shall have returned artesian level to original static condition and well water quality (specific conductance) to presalt kill condition or as approved by the Engineer.

**END OF SECTION** 

# TRAFFIC REGULATION

#### PART 1 – GENERAL

# 1.01 REQUIREMENTS

- A. Provide, operate, and maintain equipment, services, and personnel with traffic controls and protective devices, as required to expedite vehicular traffic flow around the construction area in accordance with FDOT and City of North Miami Beach and Miami Gardens standards and the approved project traffic control plan.
- B. Remove temporary equipment and facilities when no longer required, restore grounds to original, or to specified conditions.

#### 1.02 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including the General and Supplementary Conditions, apply to this section.

### 1.03 REFERENCES

A. Traffic Control shall be in accordance with FDOT Roadway and Traffic Design Standards Series 600, Latest Edition, Manual on Uniform Traffic Control Devices, Latest Ed., and FDOT Standard Specifications, latest Ed. and the project permits.

### 1.04 TRAFFIC CONTROL PLAN

A. The Contractor is to prepare a traffic control plan for the entire length of the project. The traffic control plan will need to be approved by the City of North Miami Beach and Miami Gardens for work within their applicable Rights-of-Way as part of the Right-of-Way permit application process.

# 1.05 SIGNS AND TRAFFIC SIGNALS

- A. Provide and operate traffic control and directional signals required to direct and maintain an orderly flow of traffic in all areas under Contractor's control or affected by Contractor's operations.
- B. All existing traffic signs shall remain visible throughout construction activities unless superseded by required construction signing or as directed by the Owner.

# 1.06 FLAG PERSONS

A. Provide qualified and suitably flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

TRAFFIC REGULATION 01570-1

# 1.07 FLARES, LIGHTS, AND DAY SHAPES

- A. Provide lights as required for implementation of the Traffic Control Plan, and:
  - 1. To clearly delineate traffic lanes and to guide traffic as required.
  - 2. For use by flagmen in directing traffic.
- B. Provide illumination of critical traffic and parking areas as required. Use flares and lights during hours of low visibility to delineate project limit.

### 1.08 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to preclude interference with public traffic or parking, private property, business, access by emergency vehicles, or construction operations.
- B. Monitor parking of construction personnel's private vehicles.

# 1.09 CONSTRUCTION VEHICLES

- A. All slow-moving construction vehicles shall have a slow-moving sign visible from the rear of the vehicle.
- B. All vehicles used for construction activities shall have audible back-up warning devices.

#### 1.10 ROAD CLOSURES

- A. No road shall be closed prior to receiving approval from the City of North Miami Beach and or City of Miami Gardens.
- B. At least fourteen (14) days prior to a proposed road closure, the Contractor shall submit to the applicable jurisdiction a complete traffic control plan. This plan shall include the following minimum information:
  - 1. Sketch of work site and all area roads, streets and mark driveways.
  - 2. Proposed detour route.
  - 3. All necessary traffic control devices to be used.
  - 4. Emergency Contractor contact person name and phone to be available 24 hours a day.
  - 5. Estimated time/dates of road closure.
- C. The Contractor shall notify affected property owners and tenants (if applicable) at least 48 hours prior to a proposed driveway closing.

### 1.11 REMOVAL

- A. Remove equipment and devices when no longer required.
- B. Repair damage caused by installation.

TRAFFIC REGULATION 01570-2

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# PART 2 - PRODUCTS

- A. All traffic control devices shall meet or exceed FDOT/City of North Miami Beach/Miami Gardens certification standards where applicable. Post mounted traffic-control and informational signs shall conform with FDOT, City of North Miami Beach/Miami Gardens.
- B. All traffic signs shall have high intensity reflective face material.

# **PART 3 - EXECUTION**

- A. Upon notification by the Owner either verbally or in writing, the Contractor shall correct any noted MOT deficiencies within one hour.
- B. Inspection of all traffic control items shall be accomplished at least twice per day by the Contractor. One of these inspections shall be at the end of the workday or at night.

**END OF SECTION** 

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TRAFFIC REGULATION 01570-4

## MATERIAL AND EQUPMENT

## PART 1 - GENERAL

## 1.01. TRANSPORTATION AND HANDLING

Deliver manufactured materials and products to the project site as needed for installation, undamaged, in original packages, containers, or bundles, as packaged by the manufacturer with manufacturer's name, brand, seals, and labels intact. Materials other than those designated within the Specifications shall not be delivered to the project site.

## 1.02. STORAGE AND PROTECTION

- 1. Protect and preserve all materials until final acceptance of the Project. Store all materials in a manner to facilitate inspection and to prevent damage, contamination, intermixing, or theft.
- 2. Miscellaneous metal, reinforcement bars, welded wire fabric, and masonry reinforcement materials shall be stored to prevent contact with the ground and from being damaged by its own weight or by other loads. Reinforcement which has become muddy shall be cleaned before use.
- 3. Store cementitious materials in weathertight sheds on elevated floors away from damp surfaces.
- 4. Do not use and dispose of materials that have been stored for longer than their maximum recommended shelf life or beyond their recommend shelf date.
- 5. Store and protect all material and equipment in accordance with manufacturer's recommendations.

## 1.03. PROTECTION OF EQUIPMENT

- 1. Keep products clean by elevating above ground or floor and by using suitable coverings. Take such precautions as are necessary to protect apparatus and materials from damage. Failure to protect materials is sufficient cause for rejection of the apparatus or material in question.
- 2. Protect factory finish from damage during construction operations and until acceptance of the project. Satisfactorily restore any finishes that become stained or damaged.

## **PART 2 - PRODUCTS**

(NOT USED)

## **PART 3 - EXECUTION**

MATERIAL AND EQUPMENT 01600-1

**2/23//202824**1030**P410**I AM

(NOT USED)

**END OF SECTION** 

MATERIAL AND EQUPMENT 01600-2

## PROJECT CLOSEOUT

#### **PART 1 GENERAL**

## 1.01 DESCRIPTION

A. Comply with requirements stated in the Agreement between Owner and Contractor and in Specifications for administrative procedures in closing out the Work.

## 1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Section 01720 Project Record Drawings
- B. Section 01730 Operation and Maintenance Manuals

## 1.03 SUBSTANTIAL COMPLETION

- A. Substantial completion shall be defined as beneficial use of all improved chemical feed systems to be upgraded in this project, including functional use of ancillary equipment of the system.
- B. When Contractor considers the Work is substantially complete, Contractor shall submit to Construction Manager:
  - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
- C. Within a reasonable time after receipt of such notice, Construction Manager will perform a field investigation to determine the status of completion.
- D. Should Construction Manager determine that the Work is not substantially complete:
  - 1. Construction Manager will promptly notify the Contractor in writing, giving the reasons, therefore.
  - 2. Contractor shall remedy the deficiencies in the Work and send a second written notice of substantial completion to the Construction Manager.
  - 3. Construction Manager will reinvestigate the Work.
- E. When the Construction Manager finds that the Work is substantially complete, he will:
  - 1. Prepare and deliver to Owner a tentative Certificate of Substantial Completion, with a tentative list of items to be completed or corrected before final payment.
  - 2. After consideration of any objections made by the Owner and when Construction Manager considers the Work substantially complete, he will execute and deliver

PROJECT CLOSEOUT 01700-1 to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

## 1.04 FINAL SITE REVIEWS

- A. When Contractor considers Work is complete, he shall submit written certification that:
  - Contract Documents have been reviewed.
  - 2. Work has been investigated for compliance with Contract Documents.
  - 3. Work has been completed in accordance with Contract Documents.
  - 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
  - 5. Work is completed and ready for Final Investigation.
- B. Construction Manager will perform a field investigation to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should Construction Manager consider that the Work is incomplete or defective:
  - 1. Construction Manager will promptly notify the Contract in writing, listing the incomplete or defective work.
  - Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to Construction Manager that the Work is complete.
  - 3. Construction Manager will reinvestigate the Work.

When the Construction Manager finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

### 1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS TO CONSTRUCTION MANAGER

- A. Project Record Drawings to the requirements specified.
- B. Operation and Maintenance Manuals to the requirements specified.
- C. Start-up reports.
- D. Contractor's affidavit of payment of debts and claims.
  - 1. Contractor's release or waiver of liens.
- E. Separate releases or waivers of liens for subcontractors, suppliers and others with lien rights against property of Owner, together with list of those parties.

PROJECT CLOSEOUT 01700-2

2/23/1210/2-6274 1130 PAIOI AM

## 1.06 FINAL ADJUSTMENTS OF ACCOUNTS

- A. Submit a final statement of accounting to Construction Manager
- B. Statement shall reflect all adjustments to the Contract Sum:
  - 1. The original Contract Sum.
  - 2. Additions and deductions resulting from:
    - a. Previous Change Orders.
    - b. Allowances.
    - c. Unit Prices.
    - d. Deductions for uncorrected Work.
    - e. Deductions for liquidated damages.
    - f. Deductions for re-inspection payments.
    - g. Other adjustments.
  - 3. Total Contract Sum, as adjusted.
  - 4. Previous payments.
  - 5. Sum remaining due.
- C. Construction Manager will prepare a final Change Order reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

## 1.07 FINAL APPLICATION FOR PAYMENT

A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Condition of the Contract.

## 1.08 FINAL CERTIFICATE FOR PAYMENT

A. Construction Manager will issue final certificate in accordance with provisions of the Contract Documents.

## **PART 2 - PRODUCTS**

(NOT USED)

## **PART 3 - EXECUTION**

(NOT USED)

# **END OF SECTION**

PROJECT CLOSEOUT 01700-3

2/23/120/26/274 1130 F4101 AM

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PROJECT CLOSEOUT 01700-4

## PROJECT RECORD DRAWINGS

#### PART 1 - GENERAL

## 1.01 PROJECT RECORD DOCUMENTS

- A. Maintain at the site for the Owner one record copy of:
  - 1. Drawings.
  - 2. Specifications.
  - Addenda.
  - 4. Change Orders and other Modifications to the Contract.
  - 5. Owner/Engineer Field Orders or written instructions.
  - 6. Approved Shop Drawings.
  - 7. Field test records.

## 1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Section 01700 – Project closeout

## 1.03 MAINTENANCE OF DOCUMENTS

- A. Store documents in approved location apart from documents used for construction.
- B. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- C. Make documents available at all times for inspection by Engineer and Owner. Record drawing information shall be maintained concurrently with Pay Requests.

#### 1.04 MARKING DEVICES

A. Provide ink marking pens for recording information in a color code.

## 1.05 RECORDING

- A. Label each document "PROJECT RECORD" in neat large printed letters.
- B. Record information currently with construction progress.
  - 1. Do not conceal any work until required information is recorded.
- C. Drawings shall be drawn to record actual construction:
  - 1. Field changes of dimension and detail.
  - 2. Changes made by Field Order or by Change Order.
  - 3. Details not on original Contract Drawings.

PROJECT RECORD DRAWINGS 01720-1

**2/23/2026/24 133 P400** AM p. 103

- D. Specifications and Addenda; legibly mark each Section to record:
  - 1. Manufacturer, trade name, catalog number, and supplier of each item actually installed.
  - 2. Changes made by Field Order or by Change Order.

## 1.06 SUBMITTAL

- A. Submit red-lined up to date record drawings of work that have been completed on a monthly basis along with each monthly application for payment.
- B. At Contract Close-out, Record Documents shall be submitted to Engineer in the following formats for Owner:
  - 1. Five sets on 24" x 36".
- C. Accompany submittal with transmittal letter in duplicate, containing:
  - 1. Date.
  - 2. Project title and number.
  - 3. Contractor's name and address.
  - 4. Title and number of each record document.
  - 5. Signature of Contractor or his authorized representative.

## **PART 2 - PRODUCTS**

(NOT USED)

## **PART 3 - EXECUTION**

(NOT USED)

## **END OF SECTION**

PROJECT RECORD DRAWINGS 01720-2

**2/23//202824**103**P410I** AM p. 10**2** 

## **OPERATION AND MAINTENANCE MANUALS**

#### PART 1 - GENERAL

## 1.01 RELATED INFORMATION

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

## 1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General and Supplementary Conditions, apply to this section
- B. Section 01300 Submittals
- C. Section 01720 Project Record Drawings

## 1.03 FORM OF SUBMITTALS

- A. Prepare data in the form of an instructional manual and electronic format for use by Owner's personnel.
- B. Hard-Copy Format:
  - I. Size: 8-1/2 in. x 11 in.
  - 2. Text: Manufacturer's printed data, or neatly typewritten.
  - 3. Drawings:
    - a. Provide reinforced punch binder tab, bind in with text.
    - b. Fold larger drawings to the size of the text pages.
  - 4. Provide fly-leaf for each separate product, or each piece of operating equipment.
    - a. Provide typed description of product, and major component parts of equipment.
  - 5. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
    - a. Title of Project.
    - b. Identity of separate structure as applicable.

OPERATION AND MAINTENANCE MANUALS 01730-1

**2/23//20/26/24** 1130 F4101 AM p. 105

c. Identity of general subject matter covered in the manual.

## C. Binders:

- I. Commercial quality expandable catalog binders with durable and cleanable plastic covers.
- 2. When multiple binders are used, correlate the data into related consistent groupings.
- D. Electronic format shall be in .pdf file format. Copies of specific manuals shall either be scanned or converted to .pdf format and submitted on CD disc to Owner. Submit after approval of hard copies.

# 1.04 CONTENT OF MANUAL

- A. Neatly typewritten table of contents for each volume, arranged in a systematic order.
  - I. Contractor, name of responsible principal, address and telephone number.
  - 2. A list of each product required to be included, indexed to the content of the volume.
  - 3. List, with each product, the name, address and telephone number of:
    - a. Subcontractor or installer.
    - b. Maintenance contractor, as appropriate.
    - c. Identify the area of responsibility of each.
    - d. Local source of supply for parts and replacement.
  - 4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

## B. Product Data:

- I. Include only those sheets which are pertinent to the specific product.
- 2. Annotate each sheet to:
  - a. Clearly identify the specific product or part installed.
  - b. Clearly identify the data applicable to the installation.
  - c. Delete references to inapplicable information.

# C. Drawings:

- I. Supplement product data with drawings as necessary to clearly illustrate relations of component parts of equipment and systems.
- 2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
- 3. Do not use Project Record Documents as maintenance drawings.
- D. Written text, as required to supplement product data for the particular installation:
  - I. Organize in a consistent format under separate headings for different procedures.

OPERATION AND MAINTENANCE MANUALS 01730-2

2/23//2026/2/41/30 P4N0I AM p. 106

- 2. Provide a logical sequence of instructions for each procedure.
- E. Copy of each warranty issued.
  - I. Provide information sheet for Owner's personnel, give:
    - a. Proper procedures in the event of failure.
    - b. Instances which might affect the validity of warranties.

## 1.05 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit three (3) complete copies of manual in final form.
- B. Content, for each unit of equipment and system, as appropriate:
  - I. Description of unit and component parts.
    - a. Function, normal operating characteristics, and limiting conditions.
    - b. Performance curves, engineering data and tests.
    - c. Complete nomenclature and commercial number of all replaceable parts.
  - 2. Operating procedures:
    - a. Start-up, break-in, routine and normal operating instructions.
    - b. Regulation, control, stopping, shut-down and emergency instructions.
    - c. Summer and winter operating instructions.
    - d. Alignment, adjusting and checking.
    - e. Initial instrumentation set points and ranges.
  - 3. Servicing and lubrication schedule:
    - a. List of lubricants required for each piece of equipment.
    - b. Schedule for manufacturer recommended maintenance.
  - 4. Manufacturer's printed operating and maintenance instructions.
  - 5. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
  - 6. Manufacturer's written warranties for parts and labor.
  - 7. Other data as required under pertinent sections of specifications.

## 1.06 SUBMITTAL SCHEDULE

- A. Submit one copy of completed data in final form fifteen days prior to requesting substantial completion for the entire project.
  - I. Copy will be returned after final inspection or acceptance, with comments.

OPERATION AND MAINTENANCE MANUALS 01730-3

**2/23//2**026*2*74130 P4101 AM p. 103

B. Submit specified number of copies of approved data in final form 10 days after final inspection or acceptance.

## 1.07 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to final inspection or acceptance, fully instruct Owner's designated operating and maintenance personnel in the operation, adjustment and maintenance of all products, equipment and systems.
- B. Operating and maintenance manual shall constitute the basis of instruction.
  - I. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

## **PART 2 - PRODUCTS**

(NOT USED)

## **PART 3 - EXECUTION**

(NOT USED)

**END OF SECTION** 

OPERATION AND MAINTENANCE MANUALS 01730-4

**2/23/12/02-82/4** 1130 **P4101** AM p. 108

## **EXISTING UTILITIES AND UNDERGROUND STRUCTURES**

## PART 1 - GENERAL

## 1.01 GENERAL

- A. The plans depict the approximate location of the existing utilities. The locations of those facilities (horizontal and vertical) were obtained from survey information, Record Drawings provided by the applicable Utility Owners, and a limited amount of utility soft dig information.
- B. Existing utilities shown are located according to the information available to the engineer at the time of the topographic survey. Guarantee is not made that all existing underground utilities are shown or that the location of those shown are entirely accurate. Finding the actual location of any existing utilities is the contractor's responsibility and shall be done before he commences work in the vicinity. Furthermore, the contractor shall be fully responsible for any and all damages due to the contractor's failure to exactly locate and preserve any and all underground utilities.

#### 1.02 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall notify the Sunshine State One Call of Florida (SSOCF) service at 811, 48 hours prior to digging for direct bury and 10 days prior to digging or initiating construction of underwater construction activities, as required by Florida Statues Chapter 556 throughout the duration of the construction project.
- B. Locate the cables, ducts, conduit, pipeline, etc. in advance of the proposed construction.
- C. Notify Engineer of any substantial changes and/or conflicts that would require a deviation in the plans. Late discovery of existing underground utilities does not constitute "required" deviations should early discovery prevent them.
- D. Repair any damage done to existing utilities at no additional expense to the Owner.
- E. Remove or modify those utilities scheduled to be removed or modified on the plans.
- F. All Asbestos cement pipe that is not abandoned in place shall be removed and disposed of off-site in a legal manner.

## 1.03 OBSTACLES

Obstacles encountered not shown on Plans which may cause revision to grades may constitute compensation to the Contractor on a force account (equipment rental) basis for the time expended to relocate any pipe necessary. Such compensation to be agreed to by the Owner prior to proceeding with the modified construction.

EXISTING UTILITIES AND UNDERGROUND STRUCTURES 02016-1

**2/23//2026 274 1130 P4101** AM p. 109

**PART 2 - PRODUCTS** 

(NOT USED)

**PART 3 – EXECUTION** 

(NOT USED)

**END OF SECTION** 

**2/23//2**026*2***7**4100*P*4101 AM

## **CLEARING AND GRUBBING**

### **PART 1 - GENERAL**

## 1.01 SCOPE

- A. The work to be performed under this item shall consist of either the clearing of or the clearing and grubbing of the area of construction as designated on the drawings.
- B. Clearing Where clearing only is required it shall consist of the cutting and removal of all trees, stumps, bush, logs, hedges, and the removal of all fences, concrete, debris, asphalt, and other loose or projecting material from the designated area. The grubbing of stumps and roots will be required.
- C. Clearing and Grubbing Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which, in the opinion of Engineer, is unsuitable, including grubbing of stumps, roots, matter roots, foundations ad disposal from the project of all spoil materials resulting from clearing and grubbing by burning or otherwise.

## 1.02 REFERENCES

A. Florida Department of Transportation Standard Specifications for Road and Bridge construction (F.D.O.T.), latest edition.

## **PART 2 - MATERIALS**

## 2.01 MATERIALS FOR REPLACEMENT

A. All materials required to be brought on to the site for filling of holes caused by grubbing or otherwise shall be as specified in Section 02200 – Earthwork, Excavation and Backfill.

## **PART 3 - EXECUTION**

## 3.01 SCHEDULE

A. Contractor shall schedule the clearing or clearing and grubbing work at a satisfactory time in advance of the project improvement construction operation but shall not occur until after the Owner has reviewed and accepted the preconstruction video.

## 3.02 SPOIL MATERIALS REMOVAL

A. All materials to be disposed of by removal from the site shall be disposed of off site in a legal manner by Contractor at the Contractor's expense. The manner and

CLEARING AND GRUBBING 02110-1

228/2026274100F4101 AM

location of disposal of materials shall be subject to review by Engineer and shall not create an unsightly or objectionable view.

## 3.03 CLEARING

- A. Clear the area of all objectionable materials. Trees and other debris unavoidably falling outside the specified limits must be cut up, removed, and disposed of in a satisfactory manner. Preserve and protect from injury all trees not to be removed. The trees, stumps, and brush shall be cut to a height of not more than 12-inches above the ground. The grubbing of stumps and roots will be required.
- B. On site burning of debris will not be allowed.

# 3.04 CLEARING AND GRUBBING

- A. In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass and other unsatisfactory materials shall be removed.
- B. All holes remaining after the grubbing operation in embankment areas shall have the sides broken down to flatten out the slopes, and shall be filled with acceptable material, moistened and properly compacted in layers to the density required in Section 02200. The same construction procedure shall be applied to all holes remaining after grubbing in excavation areas where the depth of holes exceeds the depth of the proposed excavation.

**END OF SECTION** 

CLEARING AND GRUBBING 02110-2

**2/23//2026/24**1030**P410**1 AM p. 110

## **DEWATERING**

### PART 1 - GENERAL

## 1.01 SECTION INCLUDES

The work covered by this Section consists of furnishing all permits, labor, equipment, appliances and materials, and performing all operations required for dewatering all excavations, if required, complete.

# 1.02 RELATED SECTIONS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General and Supplementary, apply to this section.
- B. Section 02200 Earthwork, Excavation, and Backfill.

# **PART 2 - PRODUCTS**

## 2.01 TEMPORARY FACILITIES

- A. All materials and equipment shall be suitable and adequate to function continuously as a dewatering system.
- B. All material and equipment used in the dewatering system remain the property of the Contractor and shall be removed off-site when dewatering is completed.
- C. All dewatering equipment shall conform to the noise standards set forth by the Owner and/or local municipalities.

## 2.02 SUBMITTALS

- A. Submit the dewatering method or plan in accordance with Submittal specifications prior to commencing dewatering if it is determined by the Contractor that dewatering beyond that allowed by a no-notice dewatering permit is required to construct the project.
- B. The Contractor shall prepare and submit the necessary permit applications and supporting documents for the purposes of obtaining a dewatering permit from the South Florida Water Management District and any other required agencies.

### **PART 3 - EXECUTION**

# 3.01 METHODS

- A. The method of dewatering is to be selected by the Contractor and may include:
  - 1. Wellpoints
  - 2. Sump pumps
  - 3. Bedding rock

DEWATERING 02150-1

228/2026274100F4101 AM p. 113

4. SFWMD approved methods.

## 3.02 DISCHARGE

- A. The Contractor shall provide all labor, materials, tools and equipment necessary to properly control the quality of the discharge from his dewatering operations as described herein. The Contractor shall comply with all applicable laws, rules and regulations governing the discharge of water from his dewatering operations.
- B. Contractor shall not discharge water in any manner that will:
  - 1. Adversely affect water quality of nearby water bodies.
  - 2. Violate Federal, State or local laws or regulations.
  - 3. Allow discharge to flow onto private property.
  - 4. Hamper movement of traffic.
  - 5. Damage portions of the work previously constructed.
  - 6. Damage portions of existing facilities or structures.
  - 7. Violate the conditions of the South Florida Water Management District Dewatering Permit.
  - 8. Violate the conditions of the Stormwater Pollution Prevention Plan.
- C. Contractor shall obtain and pay for any permits required to discharge the dewatering waters.
- D. Contractor shall coordinate and pay for any water quality monitoring program that may be required by the applicable dewatering permit(s).

**END OF SECTION** 

# **EARTHWORK, EXCAVATION, AND BACKFILL**

#### **PART 1 - GENERAL**

# 1.01 SECTION INCLUDES

The work covered by this section consists of furnishing all labor, equipment, and materials, and performing all earthwork operations to include:

- A. Excavation and backfill of structures, foundations, and pavements.
- B. Surface preparation for structures, foundations, and pavements.
- C. Excavation and backfill of pipe trenches.
- D. Roadway area grading.
- E. Soil compaction and stabilization requirements for pipe trenches and roadway areas.
- F. Soil testing for pipe trenches.

# 1.02 REFERENCES

- A. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition.
- B. American Society for Testing and Materials (ASTM)

D698	Moisture-Density Relationship of Soils.
D1556	Standard Method of Test for Density of Soil in Place by Sand Cone Method.
D1557	Method for Test for Moisture-Density Relations of Soils Using a 10-Pound Rammer and 18-Inch Drop.
D2487	Classification of Soils for Engineering Purposes.
D2922	Density of Soil and Soil-Aggregate in Place by Nuclear Methods

## 1.03 RELATED SECTIONS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General and Supplementary Conditions, apply to this section.
- B. Section 01410 Testing Laboratory Services
- C. Section 02016 Existing Utilities and Underground Structures

EARTHWORK, EXCAVATION, AND BACKFILL 02200-1

**2/23/20**26*2*74 130 P400 AM p. 115

D. Section 02150 – Dewatering

## 1.04 FIELD MEASUREMENTS AND COORDINATION

- A. Verify that survey benchmark, control point, and intended elevations for the work are as shown on the Drawings.
- B. Verify that work associated with lower elevation utilities is complete before placing higher elevation utilities.

## 1.05 SUBSURFACE SOILS DATA

A. Owner and Engineer make no representations or statements as to site or soil conditions, and therefore do not assume any responsibility for actual site or soil conditions. It shall be Contractor's responsibility to determine for himself existing site and/or soil conditions.

#### **PART 2 - PRODUCTS**

## 2.01 EXCAVATION

A. All excavation is unclassified. Complete all excavation regardless of the type, nature, or condition of the materials encountered.

## 2.02 SOURCE QUALITY CONTROL

- A. If tests for a material type fail three times, the Engineer may reject the source supplier and require the Contractor to submit a new source for approval, at no additional cost to the Owner. The in-situ material is considered acceptable material and may be used, provided it meets the specified requirements.
- B. Quality control of the work shall be the Contractor's responsibility and Contractor shall make every effort to produce the best quality work as specified on the Drawings and in these Specifications.

## 2.03 STRUCTURAL FILL AND BACKFILL

- A. Fill and backfill under and around all structures shall be suitable on-site excavated material or approved imported material. Material shall be free of organic material, shall not have more than 10 percent by dry weight passing the U.S. Standard No. 200 sieve, and shall have no rocks larger than 3 inches in size. On-site Fine Sand (SP), without roots or other deleterious materials, is suitable material. Imported material may be provided by the Contractor at no additional cost to the Owner.
- B. On site soils with more than 10% by dry weight passing the U.S. Standard No. 200 sieve and/or particle sizes larger than 3 inches are not suitable for use as fill under pavements or structures.
- C. Backfill behind walls shall be as specified above except that they shall not have more than 4% by dry weight passing the U.S. Standard No. 200 sieve.

EARTHWORK, EXCAVATION, AND BACKFILL 02200-2

**2/23//2026/24**1130 P4101 AM p. 11**6** 

## 2.04 EARTHFILL

A. On-site excavated material free from roots, trash, and rocks larger than 3 inches.

#### 2.05 WATER FOR COMPACTION

A. Contractor shall furnish potable water, as required. Contractor may coordinate with NMB for water during construction. Costs associated with the hydrant meter shall be paid for by the Contractor. Water trucks shall be used as required.

## 2.06 EQUIPMENT

A. All equipment shall be suitable and adequate to perform the work specified. Compaction equipment shall be vibratory type. It is recommended that the contractor perform a preconstruction assessment of existing adjacent structures or utilities and monitor those structures or utilities for settlement during the construction period. Contractor shall notify Owner of any settlements that occur at existing adjacent structures.

## **PART 3 - EXECUTION**

#### 3.01 PREPARATION

- A. Identify required lines, levels, contours, and datum locations. Protect bench marks, survey control points, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- B. Locate, identify, and protect utilities that remain from damage.

# 3.02 STRIPPING TOPSOIL

- A. Stripping of topsoil shall be performed prior to any cutting, excavation, removal and/or replacement or fill materials.
- B. Strip topsoil from entire site within boundaries of proposed construction lines to a depth of approximately 6" to 8.5". The top materials stripped shall be removed and disposed of off site, unless authorized for use on the site landscaping areas by the Engineer or Owner. Top materials shall not be used under replacement roadway or parking areas.
- C. Stripping of topsoil shall ensure that entire site is stripped and scraped clean of all brush, weeds, grass, roots, vegetation, etc.

## 3.03 CUTTING

A. Except as otherwise specified, after stripping of topsoil all site areas which are above elevation required shall be cut to subgrades required by drawings.

## 3.04 FILLING

A. Except as otherwise specified, after stripping of topsoil all site areas which are below elevation required shall be compacted as specified and then over such areas clean granular fill placed and compacted in layers not exceeding 12" in uncompacted thickness. Each layer of fill shall be compacted to at least 95% of the modified proctor maximum dry density (ASTM D1557). If handheld compaction equipment is used, the lift thickness should be reduced to 6 inches. Filling and compaction shall continue until subgrades required for various areas are reached. All holes and depressions caused from removal of trees, stumps, etc. shall be filled and compacted. Fill shall be good clean material as previously specified.

#### 3.05 EXCAVATION UNDER STRUCTURES AND PAVEMENT AREAS

- A. Excavation shall be performed to elevations and dimensions required by drawings with suitable allowance made for construction operations and inspections. Excavation carried to depths below required elevations shall be replaced in loose layers a maximum of 6" in depth and compacted in a manner to achieve a minimum density of 98% as determined by a modified proctor in accordance with ASTM D-1557. Contractor may place additional concrete in lieu of replacing and compacting excess excavation as specified above to fill excess cut. Correction of excess cut shall be responsibility of Contractor at no additional cost to Owner.
- B. Compact disturbed load bearing soil in direct contact with foundations to achieve a minimum density of 98% as determined by a modified proctor in accordance with ASTM D-1557.
- C. Verify that the specified density extends to 2 feet below the bottom of the structure or pavement base course to be installed.
- D. Slope banks with machine to angle of repose or provide necessary shoring.
- E. Do not interfere with 45 degree bearing splay of existing foundations without providing adequate means of shoring protection.
- F. Grade top perimeter of excavating to prevent surface water from draining into excavation.
- G. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- Correct areas over excavated in accordance with this section.
- I. Remove excavated material unsuitable for backfill from site.
- J. When muck or other deleterious materials is encountered in the excavation, it shall be completely removed within the area of the structure or pavement and to a depth where acceptable material is encountered. After removal of all muck or other deleterious material, the area shall be backfilled with approved fill material to the specified grade.

EARTHWORK, EXCAVATION, AND BACKFILL 02200-4

## 3.06 TRENCH EXCAVATION AND PREPARATION

- A. Excavation: Excavate as required for the installation of all piping, utilities, conduits, and appurtenances.
- B. Trench Width: Cut trenches sufficiently wide to enable installation, compaction and inspection.
- C. Grade: Excavate the bottom of the trench to the line and grade shown, or as established by the Engineer with proper allowance for pipe bedding.
- D. All trench work shall comply with the Trench Safety Act of 1990, with latest revisions.
- E. Piping shall be installed in a dry trench.
- F. When acceptable material is encountered in the trench, the bottom shall be excavated and graded to the depth required so as to provide a uniform and continuous bearing and support for the pipe on solid and undisturbed ground at every point between bell holes.
- G. Bell holes shall be provided at each joint to permit the joint to be made properly. At no time shall the bells support the pipe when in the trench.
- H. When muck or other deleterious materials is encountered in the trench, it shall be completely removed for the width of the trench at the pipe and to a depth where acceptable material is encountered. After removal of all muck or other deleterious material, the trench shall be backfilled with bedding material to the bottom of pipe grade.

# 3.07 MAINTENANCE OF EXCAVATION

- A. The excavation shall be maintained at a dry condition at all times.
- B. All side slopes shall be such that material will not slide into the bottom of the excavation and any material doing so shall be immediately removed. Trench side slopes shall be in accordance with local codes, OSHA requirements, and the Trench Safety Act.
- C. All excavated material shall be piled in a manner that will not endanger the work and that will avoid obstructing sidewalks and driveways. Hydrants under pressure, valve pit covers, valve boxes, curb stop boxes, fire and police call boxes, or other utility controls shall be left unobstructed and accessible until the work is completed.
- D. Trees, shrubbery, fences, poles, bollards and all other property and surface structures shall be protected unless their removal is shown on the drawings or authorized by the Engineer. When it is necessary to cut roots and tree branches, such cutting shall be done under the supervision and direction of the Owner or Engineer.

EARTHWORK, EXCAVATION, AND BACKFILL 02200-5

# 3.08 BACKFILL UNDER STRUCTURES AND PAVEMENT AREAS

- A. Backfilling of excavated areas under, around or over building and structural appurtenances and pavement, concrete or pavers shall be performed with clean fill materials which are free of debris, organics, trash or other deleterious substances. Suitable compaction equipment shall be used to obtain density described previously for entire depth of backfilling. Each layer of backfill under structures, pavements, and pavers shall be compacted to a minimum of 98% density as determined by a modified proctor in accordance with ASTM D-1557. Each layer of compacted backfill shall not exceed 12 inches in thickness. If hand-held compaction equipment is used, reduce the loose lift thickness to 6 inches. The completed, compacted surface shall be at the proper final subgrade elevation.
- B. Verify that the specified density extends to 12 inches below the bottom of the structure or pavement base course to be installed.

## 3.10 TRENCH BACKFILLING

- A. Haunch Backfill: Carefully place Pipe Bedding material so as not to damage the pipe in maximum 6-inch loose lifts and compact to the pipe centerline. Use hand-held compaction equipment.
- B. Pipe Zone: Backfill with Pipe Bedding material in maximum 12-inch loose lifts and compact to a point 12- inches above the pipe crown.
- C. Under Pavement/Concrete/Paver Areas, and Structures: In areas where backfill settlement must be held to a minimum, backfill above the pipe zone with Pipe bedding material in maximum 12-inch loose lifts and compact to a minimum 98% maximum dry density (ASTM D1557) up to the subgrade elevation.
- D. Outside Pavement/Concrete/Paver Areas: In areas where backfill settlement is not critical, backfill above the pipe zone with earth fill material to a density equal to or greater than the soil adjacent to the pipe trench, but not less than 90% of the maximum dry density (ASTM D1557), to final grade.
- E. No material shall be used for backfilling which contains muck or other deleterious material or material with an excessive void content. All backfill shall be composed of select clean granular material.
- F. All trenches and excavation shall be backfilled immediately after all pipe and joints have been investigated and approved by the Engineer or Utility Department, subject to satisfactory pressure and leakage test results, as required.
- G. Backfill, in general, shall be kept up with the rate of pipe laying. No more than 200 feet of pipe trench shall be open at one time at any one project location.

## 3.11 BACKFILL AROUND STRUCTURES

A. Obtain Owner or Engineer's acceptance of concrete work and attained concrete strength prior to backfilling.

EARTHWORK, EXCAVATION, AND BACKFILL 02200-6

**2/23//20282/4**103**/2401** AM p. **128** 

- B. Backfill with Structural Backfill material placed in maximum 12-inch loose lifts and compacted to a minimum 98% of maximum dry density (ASTM D 1557).
- C. Compact backfill adjacent to structures with equipment that will not damage the structure.
- D. Backfill with flowable fill or other material shall be only if reviewed and approved by the Owner or Engineer.

## 3.12 SITE GRADING

- A. Fill and contour site areas with Earth fill material to elevations shown and as required to prepare the site for landscape grading and sodding.
- B. Place materials in maximum 12-inch loose lifts and compact as required to limit subsequent settlement.

#### 3.13 COMPACTION TESTING

- A. In-situ compaction testing shall be performed by a certified laboratory.
- B. Compaction testing shall be done by nuclear density equipment or other approved methods. (ASTM D-2937, D-1557, D-2922)
- C. Density testing shall be performed as follows:
  - 1. Pipe Trenches: 1 test per lift per 200 feet of pipe.
  - 2. Fill Under/Around Structures: 1 test per lift under each structure or 1 backfill test per lift per drainage or sanitary structure installed.
  - 3. Fill Under Pavement Areas: 1 test per lift per 2,000 square feet of compacted surface area.
- D. Test results in a specific location are only representative of a larger area if the contractor has used consistent compaction means and methods and the soils are practically uniform throughout. If it is determined by the Owner/Engineer that there are variations in the compaction methods and/or soil uniformity, additional testing may be required.

## 3.14 FINAL AND FINISH GRADING

- A. Final grading shall be performed, and grades shaped to maintain the existing drainage patterns. Finish grades (top of the soil) shall be approximately 1-1/2" below edges of pathways, curbs and other paved or concrete slabs. After sod installation, the top of the sod shall be flush with the grade established by any adjacent paved or curbed surface.
- B. Upon project completion, all areas of site within immediate construction and adjacent areas shall be completely cleaned of all debris occasioned by this construction of this construction. Particular attention is called to any cement, mortar, masonry drippings and plaster which shall be completely removed from planting and lawn areas and shall be disposed of off site.

EARTHWORK, EXCAVATION, AND BACKFILL 02200-7

- C. All areas adjacent to site and all areas not within contract construction areas shall be left in reasonably same condition as they were found prior to commencement of construction.
- D. Any damage to the existing adjacent facilities including adjacent lakes or roads, and related areas such as, but not limited to, finish grades, slopes, grass sod, structures, pipe, etc. shall be repaired and restored to a proper and appropriate condition acceptable to the Owner and Engineer.

## 3.15 EXCESS MATERIAL

- A. Remove all excess suitable material from the site and dispose of at Contractor's expense.
- B. Unsuitable materials shall also be removed and disposed of off-site at Contractor's expense.

## **END OF SECTION**

#### **EROSION AND SEDIMENTATION CONTROL**

## **PART 1 - GENERAL**

## 1.01 DESCRIPTION

The work specified in this Section consists of measures required to control erosion on the project and in areas outside the project area where work is accomplished in conjunction with the project, so as to prevent pollution of water, detrimental effects of public or private property adjacent to the project area and damage to work on the project. These measures will consist of construction and maintenance of temporary erosion control features or, where practical, the construction and maintenance of permanent erosion control features.

## 1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the Genera and Supplementaryl Conditions, apply to this section.
- B. Section 02485 Grassing
- C. Section 01060 Regulatory Requirements

### 1.03 START OF WORK

Do not start work until erosion control measures are in place.

# **PART 2 - PRODUCTS**

### 2.01 GENERAL

- 1. No testing of materials used in construction of temporary erosion control features will be required.
- Materials used for the construction of the temporary erosion and sedimentation control measures not to be incorporated into the completed project may be new or used.

## **PART 3 - EXECUTION**

## 3.01 GENERAL

- A. Construct temporary and permanent erosion and sediment control measures to prevent the pollution of areas in conformance with the laws, rules and regulations of Federal, State and local agencies.
- B. Temporary erosion control features shall consist of, but are not be limited to, temporary grassing, temporary sodding, temporary mulching, spoil containment pits, sandbagging, slope drains, sediment basins, artificial coverings, berms,

EROSION AND SEDIMENTATION CONTROL 02270-1

**2***28*/202624100P400 AM p. 123

p. 122

baled hay or straw, floating silt barriers, staked silt barriers and staked silt fences. Design details for some of these items may be found in the Chapter 6 of the Florida Land Development Manual: A Guide to Sound Land Water Management (Department of Environmental Regulation, 1988) or the Water Quality Section of the applicable edition of the FDOT Roadway and Traffic Design Standards.

- C. Incorporate permanent erosion control features into the project within seven (7) days of any construction activity. Correct conditions, using temporary measures, that develop during construction to control erosion prior to the time it is practical to construct permanent control features.
- D. The Contractor will be required to prepare, submit, and obtain a Notice of Intent (NOI) to use Generic Permit for Stormwater Discharge from the Florida Department of Environmental Protection which will include a Stormwater Pollution Prevention Plan (SWPPP) prepared by the Contractor as required by F.A.C. 62-621.300(4) and the Environmental Protection Agency (EPA) as part of the National Pollutant Discharge Elimination System (NPDES) prior to beginning work.

#### 3.02 INSTALLATION

- A. Temporary Grassing: This work shall consist of furnishing and placing grass seed in accordance with Section 02485, Grassing.
- B. Baled Hay or Straw:
  - This work shall consist of construction of baled hay or straw dams to protect against downstream accumulations of silt. The baled hay or straw dams shall be constructed in accordance with the details shown in FDOT's Roadway and Traffic Design Standards.
  - 2. The dam shall be placed so as to effectively control silt dispersion under conditions present on this project. Alternate solutions and usage of materials may be used if approved.
- C. Temporary Silt Fences and Staked Silt Barriers: This work shall consist of furnishing, installing, maintaining and removing staked turbidity barriers in accordance with the manufacturer's directions, these specifications, conditions of the project permits, and the details as shown in FDOT's Roadway and Traffic Design Standards. Turbidity barriers shall be installed and maintained in all locations where suspended solids may be transferred to the Intracoastal Waterway due to the project including pile installation. Turbidity barriers shall remain in place until construction is completed, soils are stabilized, and vegetation has been established.

## 3.03 REMOVAL OF TEMPORARY EROSION CONTROL FEATURES

In general, remove or incorporate into the soil any temporary erosion control features existing at the time of construction of the permanent erosion control features in such a manner that there will be no detrimental effect.

EROSION AND SEDIMENTATION CONTROL 02270-2

## 3.04 MAINTENANCE OF EROSION CONTROL FEATURES

- A. General: Provide routine maintenance of permanent and temporary erosion control features until the project is completed and accepted.
- B. Maintenance of erosion control measures shall be in strict accordance with condition of the applicable FDEP, NPDES, NMB Water requirements.

## 3.05 PROTECTION DURING SUSPENSION OF CONTRACT TIME

In the event that it is necessary that the construction operations be suspended for any appreciable length of time, shape the top of the earthwork in such a manner as to permit runoff of rainwater and construct earth berms along the top edges of embankments to intercept runoff water. Provide temporary slope drains to carry runoff from cuts and embankments which are located in the vicinity of the Intracoastal Waterway. Should such preventive measures fail, immediately take such other action as necessary to effectively prevent erosion and siltation.

**END OF SECTION** 

EROSION AND SEDIMENTATION CONTROL 02270-3

**2/23//2026/24**103**/2401** AM p. 125

## **GRASSING**

#### **PART 1 - GENERAL**

## 1.01 DESCRIPTION OF WORK

The Contractor shall furnish all labor, equipment, and materials necessary for grassing all areas disturbed by his operations and any other areas on the plans indicated to receive grassing. It is the intent of this specification that damaged areas are to be replaced in kind, with sod to be used for all maintained yard areas. The Owner or Engineer shall designate those areas to receive seed and those areas to receive sod. The Owner or Engineer shall also designate the type of seed/sod to be used in each area. Contractor shall take all steps practical to minimize the area required to be sodded or seeded. All grassing shall be in accordance with Section 570-1 through 570-9 of the 2010 FDOT Standard Specifications for Road and Bridge Construction, except as modified herein.

## 1.02 STORAGE OF MATERIALS

The Contractor shall provide space for storage of sod prior to placement in a manner that will not endanger or restrict pedestrian or vehicular traffic or interfere with other aspects of the work.

## **PART 2 - PRODUCTS**

### 2.01 SOD

- A. Types: Sod shall be St. Augustine Floratam, Argentine Bahia, Centipede, or Bermuda, depending on type of existing sod in adjacent area to be matched. Sod shall be well matted with roots. Where sodding will adjoin, or be in sufficiently close proximity to private lawns, types of sod other than those listed above may be used if desired by the affected property owners and approved by the Owner or Engineer. Sod shall be delivered in commercial-size rectangles, preferably 12-inch by 24-inch or larger.
- B. Condition: The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh, and uninjured at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be reasonably free of weeds and other grasses. It shall be planted as soon as possible after being dug and shall be kept moist from the time it is planted.

## 2.02 GRASSING EQUIPMENT

A. Rollers: A cultipacker, traffic roller, or other suitable equipment will be required for rolling the grassed areas.

GRASSING 02485-1

## **PART 3 - EXECUTION**

## 3.01 GENERAL CONSTRUCTION METHODS

No grassing shall be done when the ground is unduly wet or otherwise not in a suitable condition. Whenever a suitable length of right-of-way, disturbed area, or other area has been graded, it shall be made ready, when directed by the Owner/Engineer, and grassed in accordance with these specifications. Grassing shall be incorporated into the project at the earliest practical time in the lift of the contract.

#### 3.02 SODDING

- A. Preparation of Area to be Sodded: The ground which is to receive sod shall have been graded to proper elevations (2" below sodded grade) to match pre-construction conditions or proposed grades. All disturbed swales and ditches shall have been restored to their pre-construction condition or better. The pre-construction grade shall be maintained, and the prepared soil shall be loose and reasonable smooth. It shall be reasonable free of large clods, roots, patches of existing grass, and other material which will interfere with the sod-laying operations or subsequent mowing and maintenance operations.
- B. Laying of Sod: Sod shall be installed in all areas so designated by Engineer. Sod shall be carefully placed so that each piece abuts flush to all surrounding sod, regardless of whether surrounding sod is new or existing. Where new sod is to be placed adjacent to existing sod, the new sod must be cut in to match the elevation of the existing sod. Uneven sod which might cause mowing problems will be rejected. New sod laid on top of existing sod will also be rejected. All sod placed on steep slopes (greater than 1:1) shall be pinned with a wooden pin to keep it in place.
- C. Rolling: Immediately after completion of the sod laying, the entire sodded area shall be rolled thoroughly with the equipment specified. At least two trips over the entire area will be required.
- D. Watering: Newly sodded areas are to be watered by Contractor as necessary to keep sod alive until the Contract is closed out. Dead sod shall be replaced by Contractor prior to contract closeout.
- E. Maintenance: The Contractor shall, at his expense, maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include the filling, leveling, and repairing of any washed or eroded areas, as may be necessary. The Engineer, at any time, may require replanting of any areas in which the establishment of the grass stand does not appear to be developing satisfactorily. If a planted area must be replanted due to the Contractor's negligence, carelessness, or failure to provide routine maintenance of such areas, such replacement shall be at the Contractor's expense. If replanting is necessary due to factors determined to be beyond the control of the Contractor, payment for replacement will be made under the appropriate contract pay items.

**END OF SECTION** 

GRASSING 02485-2

#### **PAVING AND SURFACING**

#### **PART 1 - GENERAL**

## 1.01 SECTION INCLUDES

A. The work covered by this section of the Specifications consists of furnishing all labor, materials, equipment, and supplies, and performing all operations for the construction of pavements under this Contract.

## 1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General and Supplementary Conditions, apply to this section.
- B. Specified in other Sections:
  - 1. Section 01410: Testing Laboratory Services
  - 2. Section 02200: Earthwork, Excavation and Backfill
  - 3. Section 02580: Pavement Markings

## 1.03 REFERENCED SPECIFICATIONS

- A. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Latest Edition. Referred to in this section as DOT Std. Specs.
- B. City of North Miami Beach and City of Miami Gardens Standards and Regulations.

## 1.04 SUBMITTALS

- A. Submit name of all material sources to the Engineer. Provide materials from the same approved source throughout the project. All material sources shall be FDOT approved.
- B. Submit proposed job-mix design to the Engineer for review.
- C. Submit written certifications that each material conforms to these specifications.

## **PART 2 - PRODUCTS**

## 2.01 BASE MATERIAL

- A. Limerock material shall meet the requirements of the City Standards for base material placed within City of North Miami Beach and City of Miami Gardens rightsof-way. If no standard existing, lime rock material shall meet the requirements of Section 911 of the FDOT specifications.
- B. Crushed Concrete may be used upon review and approval by the Engineer. Crushed Concrete shall meet the Sections 204-2.2.2 and 204-2.2.3 of the FDOT

PAVING AND SURFACING 02510-1

- requirements for Reclaimed Concrete Aggregate Base Materials. Crushed concrete is not approved for use in City right-of-way.
- C. Contractor to bid and use only one base material throughout the city right-of-way. Contractor can reuse existing base to the greatest extent practical if it is found to be suitable as a base material.

## 2.02 PRIME AND TACK COATS

A. The materials used for prime and tack coats shall meet the requirements of Section 300 of the DOT Std. Specs and the City Standards, as applicable.

## 2.03 ASPHALTIC CONCRETE

A. Type SP-9.5 Asphaltic Concrete shall be used within City rights-of-way and shall meet the requirements of Section 331 of the DOT Std. Specs (Latest Edition).

## 2.04 EQUIPMENT

A. All equipment associated with the operations of pavement placement and related work shall be entirely suitable for the applicable operations performed and shall be maintained in good condition.

# 2.05 QUALITY CONTROL

- A. Quality control of the work shall be the Contractor's responsibility and said Contractor shall make every effort to produce the best quality work as specified on the Plans and in these Specifications.
- B. Density tests on the compacted subgrade and base shall be performed by an independent testing laboratory at locations designated by the Engineer.

## **PART 3 - EXECUTION**

## 3.01 EXAMINATION

- A. Verify underground utilities are completed and inspected.
- B. Verify that compacted subgrade is dry and ready to support paving and imposed loads.
- C. Verify gradients and elevations of base are correct.

# 3.02 SUBGRADE AND SHOULDER STABILIZATION (TYPE C)

A. The pavement subgrade and roadway shoulders within City rights-of-way shall be prepared, graded, stabilized, and compacted to the lines and grades as shown on the Plans in accordance with Type C Stabilization in Section 160 of the DOT Std. Specs. Both shoulder and subgrade to provide minimum 75 lb. Florida Bearing Value or a minimum limerock bearing ratio of 40. Subgrade shall be compacted to

PAVING AND SURFACING 02510-2

p. 128

not less then 98 percent of the maximum dry density as determined by the modified proctor test (ASTM D1557).

## 3.03 BASE

A. Base shall be prepared, graded, and compacted to the lines and grades as shown on the Plans and in accordance with Section 200 of the DOT Std. Specs. Base shall be compacted to not less than 98 percent of the maximum dry density as determined by the modified proctor test (ASTM D1557).

## 3.04 PRIME AND TACK COAT

- A. Base shall receive a prime coat with cover material in accordance with Section 300 of the DOT Std. Specs.
- B. Pavement overlays shall receive a tack coat in accordance with Section 300 of the DOT Std. Specs.

## 3.05 ASPHALTIC CONCRETE SURFACE COURSE

- A. Asphaltic concrete surface course shall be constructed to a minimum thickness as specified on the Plans and be placed in a minimum of two (2) lifts.
- B. Asphaltic concrete surface course shall be constructed in accordance with Sections 320 and 330 of the DOT Std. Specifications.
- C. All existing exposed edges which abut to new Asphaltic Concrete Surface Course shall be saw cut in a straight and neat appearing line.
- D. All asphaltic concrete surface course pavement replacement shall be placed by mechanical spreading and screeding equipment as specified in Article 320-6.1 of the DOT Std. Specifications unless otherwise indicated. This will require at least an 8 feet width for surface course placement unless specialty equipment is used which has received prior approval of the Engineer.

# 3.06 FIELD QUALITY CONTROL

A. Section 01410 - Testing Laboratory Services: Contractor to provide field inspection and testing for compaction densities.

#### 3.07 PROTECTION

A. Immediately after placement, protect pavement from mechanical injury until surface temperature is less than 140 degrees F (60 degrees C).

## **END OF SECTION**

PAVING AND SURFACING 02510-3

2/23/1/2102-6/27/4 1130 P4101 AM

## **PAVEMENT MARKINGS**

#### **PART 1 - GENERAL**

## 1.01 SECTION INCLUDES

A. The work included in this Section consists of applying pavement markings as required for new pavement areas and to restore disturbed pavement areas. Work shall adhere to City of North Miami Beach and City of Miami Gardens or FDOT standards, where applicable.

## 1.02 RELATED REFERENCES

- A. All markings shall conform to the requirements of the Manual of Uniform Traffic Control Devices and FDOT Roadway and Traffic Design Standards.
- B. Thermoplastic shall conform to the requirements of the FDOT Standard Specifications for Road and Bridge Construction (Section 711), Latest Edition.
- C. Paint shall conform to the requirements of the FDOT Standard Specifications for Road and Bridge Construction (Section 710), Latest Edition.

#### 1.03 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Drawings and general provisions of the Contract, including the General and Supplementary Conditions apply to this section.

## **PART 2 - PRODUCTS**

## 2.01 THERMOPLASTIC

- A. Stop bars, centerlines, crosswalk striping, directional arrows and any other markings within the right-of-way to be Alkyd thermoplastic only.
- B. All other markings, including striping designating parking and loading spaces, to be paint type as shown on the plans.

## 2.02 TEMPORARY MARKINGS

A. Temporary markings on final asphalt shall be only backed construction tape. Lower asphalt lifts may be marked with paint or any other approved marking material.

# 2.03 REFLECTIVE PAVEMENT MARKERS (RPM'S)

- A. RPM's shall meet FDOT Class B Specifications.
- B. One blue RPM shall be installed in the center of any roadway adjacent to a fire hydrant.

PAVEMENT MARKINGS 02580-1

2/23/2/026/24/100/E400/AM p. 129

# **PART 3 - EXECUTION**

# 3.01 APPLICATION

- A. Thermoplastic shall not be installed on roadway until thirty (30) calendar days after final lift of asphalt has been completed.
- B. If existing marking material is not compatible with Alkyd thermoplastic, it shall be removed prior to installation of new markings.

# **END OF SECTION**

**2/23//202824**103**P4101** AM p. 130

# FLUSHING, TESTING AND DISINFECTION

#### **PART 1 - GENERAL**

# 1.01 WORK INCLUDED

- A. Flushing, Pressure Testing, and Disinfection of systems including, but not limited to, backwash water piping and sludge piping.
- B. Contractor shall furnish all necessary pumps, hoses, piping, fittings, meters, gauges, chemicals and labor to conduct specified testing.
- C. Testing shall be repeated at the Contractor's expense until satisfactory results are achieved.
- D. Refer the specific chemical system specification section for additional flushing and testing procedures.

# 1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Section 15100 Piping and Valves
- B. Section 01420 Well Disinfection

## 1.03 REFERENCES

- A. ANSI/AWWA C651 Standard for Disinfecting Water Mains.
- B. ANSI/AWWA C654 Standard for Disinfection of Wells.

#### 1.04 SUBMITTALS

- A. Test Reports: Indicate results comparative to specified requirements. Submit two (2) copies of test results to Engineer/Architect in accordance with Submittal specifications.
- B. Final approval of the bacterial samples shall be received from the Florida Department of Environmental Protection prior to the time that the system is placed into operation. Sampling procedures shall be done in accordance with FDEP requirements.
- C. Bacteriological sampling locations shall meet FDEP requirements and be taken where shown on the drawings and as directed by the Engineer/Architect.

# 1.05 QUALITY ASSURANCE

A. Perform Work in accordance with ANSI/AWWA C651, C652, C653, and C654.

FLUSHING, TESTING AND DISINFECTION 02670-1

**2/23//2026/24**103**P410**1 AM p. 133

# 1.06 REGULATORY REQUIREMENTS

- A. Conform to applicable Florida DEP requirements for performing the work of this Section.
- B. Work shall conform to NMB Water Department Standards.

# PART 2 - PRODUCTS

#### 2.01 DISINFECTION CHEMICALS

A. Chemicals: The disinfecting agent shall be sodium hypochlorite solution ANSI/AWWA B303 or liquid chlorine ANSI/AWWA B301. Dry hypochlorite, similar to "HTH" or equal may also be used as the disinfecting agent. Bleach or Clorox is <u>not</u> acceptable.

#### PART 3 - EXECUTION

# 3.01 EXAMINATION

- A. Verify that pumps and piping systems, have been cleaned, inspected, and tested.
- B. Coordinate scheduling and disinfection activity with start-up, testing, demonstration procedures, including coordination with related systems.

# 3.02 FLUSHING AND PRESSURE TESTING - PIPING

The Contractor shall furnish and install suitable temporary testing plugs or caps for the water lines, all necessary pressure pumps, hose, pipe connections, sample points, meters, gauges and other similar equipment, and all labor required, all without additional compensation for conducting pressure and leakage tests and flushing of the new water lines. Flushing and pressure testing shall be conducted in the following order.

A. After all piping lines have been installed and before pressure testing and final connections to equipment, each run of pipe shall be thoroughly flushed so as to remove all debris and foreign matter from the piping and equipment. Clean and flush all piping using potable water. Sufficient flushing water shall be introduced into the piping to produce a velocity of not less than 5 feet per second, and this rate of flow shall be continued until the discharge is clear and no evidence of silt or foreign matter is visible. Flushed water may be discharged to the onsite holding ponds and be coordinated with Owner. Contractor to provide means of discharging water to ponds at Contractor's expense.

Pigging of piping systems should be considered where flushing is not practical or feasible. Non-abrasive pigs shall be employed.

# B. Pressure testing piping systems:

 The test pressure for newly constructed piping shall be 150 psi and will be maintained for a period of not less than two hours. Tests shall be made between valves and as far as practicable and as approved by the Engineer. Pressure shall not vary more than five (5) psi from the above pressure during the

FLUSHING, TESTING AND DISINFECTION 02670-2

**2***28*/2026*2*4100 AM p. 13**2** 

- test period. Allowable leakage shall also be computed on the basis of AWWA C-600.
- 2. All leaks evident at the surface shall be uncovered and repaired regardless of the total leakage as indicated by the test, and all pipes, valves and fittings and other materials found defective under the test shall be removed and replaced at the Contractor's expense. Tests shall be repeated until leakage has been reduced below the allowable amount.
- 3. Should, in the judgement of the Engineer, it is not practical to follow the foregoing procedures exactly for any reason, modifications in the procedure shall be made as approved by the Engineer. In any event, the Contractor shall be responsible for the ultimate water tightness of the plant piping within the preceding requirements.

#### 3.03 BACTERIOLOGICAL SAMPLING

- A. It shall be the responsibility of the Contractor under this contract to perform the bacteriological testing required by the Florida Department of Environmental Protection and NMB Water to obtain clearance of all piping. The Contractor shall be responsible to disinfect and repeat testing as needed until clearance is obtained for all required plant systems. The Contractor shall be responsible to pay for additional water needed if the bacteriological testing must be repeated for clearance.
- B. The pumps and associated piping require two (2) consecutive daily samples taken from the locations called out on the plans or as determined by the Engineer. The samples shall be taken concurrently at all the respective sample point locations.
- C. Sampling must be coordinated with Engineer and other construction activities so as to minimize re-sampling.
- D. Contractor shall submit schedule for bacteriological testing and pressure tests.
- E. The Contractor shall incur all costs needed to provide bacteriological clearance of the well, pumps, piping systems, and storage tank, etc.

# 3.04 QUALITY CONTROL

A. The laboratory and personnel collecting bacteriological samples shall be Florida State certified in accordance with FDEP requirements.

### **END OF SECTION**

FLUSHING, TESTING AND DISINFECTION 02670-3

228/2026274100F4101 AM

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FLUSHING, TESTING AND DISINFECTION 02670-4

**2/23//202627**4103**P4I0I** AM p. 13**6** 

#### **CONCRETE FORMWORK**

#### PART 1 — GENERAL

# 1.01 WORK INCLUDED

- A. Formwork for cast-in place concrete, with shoring, bracing, and anchorage.
- B. Openings for other work.
- C. Form accessories.
- D. Form stripping.

# 1.02 RELATED SECTIONS SPECIFIED ELSEWHERE

- A. Section 03200 Concrete Reinforcement
- B. Section 03300 Cast-in-Place Concrete

# 1.03 REFERENCES

- A. ACI 301 Structural Concrete for Buildings.
- B. ACI 318 Building Code Requirements for Reinforced Concrete.
- C. ACI 347 Recommended Practice for Concrete Formwork.
- D. PS 1 Construction and Industrial Plywood.

# 1.04 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 318.
- B. Maintain one copy of each document on site.

# 1.05 REGULATORY REQUIREMENTS

A. Conform to applicable code for design, fabrication, erection, and removal of formwork.

# 1.06 COORDINATION

- A. Coordinate this Section with other Sections of work which require attachment of components to formwork.
- B. Coordinate formwork with reinforcement installation to prevent insufficient concrete cover over reinforcement.

CONCRETE FORMWORK 03100-1

# **PART 2 - PRODUCTS**

#### 2.01 WOOD FORM MATERIALS

A. Form Materials: At the discretion of the Contractor.

# 2.02 FORMWORK ACCESSORIES

- A. Wall Form Ties: Removable Snap-off type, 316 stainless steel, fixed length, cone type, with waterproofing rubber washer, 1-1/2-inch back break dimension, free of defects that could leave holes larger than 1-inch in concrete surface.
- B. Form Release Agent: Colorless mineral oil which will not stain concrete, or absorb moisture, or impair natural bonding or color characteristics of coating intended for use on concrete.
- C. Corners Chamfer, wood strip type; 3/4 x 3/4-inch size; maximum possible lengths.
- D. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required, of sufficient strength and character to maintain formwork in place while placing concrete.

#### **PART 3 - EXECUTION**

# 3.01 EXAMINATION

A. Verify lines, levels, and centers before proceeding with formwork. Ensure that dimensions agree with drawings.

# 3.02 EARTH FORMS

A. Earth forms are not permitted.

#### 3.03 FORMWORK

- A. Erect formwork, shoring, and bracing to achieve design requirements, in accordance with requirements of ACI 318.
- B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to overstressing by construction loads.
- C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.
- D. Align joints and make watertight. Keep form joints to a minimum.
- E. Obtain approval before framing openings in structural members which are not indicated on Drawings.
- F. Provide chamfer strips on external corners of all exposed concrete elements.

CONCRETE FORMWORK 03100-2

**2/23//2026/24100 P4I0I** AM p. 136

# 3.04 APPLICATION - FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.
- Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
- C. Do not apply form release agent where concrete surfaces will receive special finishes applied coverings which are affected by agent. Soak inside surfaces of untreated forms with clean water.
- D. Keep surfaces coated prior to placement of concrete.

### 3.05 INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Provide formed openings where required for items to be embedded in passing through concrete work.
- B. Locate and set in place items which will be cast directly into concrete.
- C. Coordinate with work of other sections in forming and placing openings, slots, regrets, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.
- D. Install accessories in accordance with manufacturer's instructions, straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- E. Install waterstops continuous without displacing reinforcement. Heat seal joints watertight. Conform to manufacturers recommendations.
- F. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.
- G. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

#### 3.06 FORM CLEANING

- A. Clean forms as erection proceeds, to remove foreign matter within forms.
- B. Clean formed cavities of debris prior to placing concrete.
- C. Use compressed air to remove remaining foreign matter.

# 3.07 FORMWORK TOLERANCES

- A. Construct formwork to maintain tolerances required by ACI 318.
- B. Camber slabs and beams 1/4 inch per 10 feet in accordance with ACI 318.

CONCRETE FORMWORK 03100-3

**2/23/2026/24 130 P400** AM p. 139

# 3.08 FIELD QUALITY CONTROL

- A. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.
- B. Do not reuse wood formwork more than three times for concrete surfaces to be exposed to view.

# 3.09 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.
- B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
- C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.

**END OF SECTION** 

CONCRETE FORMWORK 03100-4

#### CONCRETE REINFORCEMENT

#### PART 1 — GENERAL

# 1.01 WORK INCLUDED

A. Reinforcing steel bars, wire fabric, and accessories for cast-in-place concrete.

#### 1.02 RELATED SECTIONS SPECIFIED ELSEWHERE

- A. Section 01300 Submittals
- B. Section 03100 Concrete Formwork
- C. Section 03300 Cast-in-Place Concrete

#### 1.03 REFERENCES

- A. ACI 301 Structural Concrete for Buildings.
- B. ACI SP-66 American Concrete Institute -Detailing Manual.
- C. ANSI/ASTM A82 Cold Drawn Steel Wire for Concrete Reinforcement.
- D. ANSI/ASTM A185 Welded Steel Wire Fabric for Concrete Reinforcement.
- E. ANSI/AWS D1.4 Structural Welding Code for Reinforcing Steel.
- F. ASTM A615 Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
- G. ASTM A704 Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.
- H. AWS D12.1 Welding Reinforcement Steel, Metal Inserts, and Connections in Reinforced Concrete Construction.
- I. CRSI -Concrete Reinforcing Steel Institute -Manual of Practice.
- J. CRSI 63 -Recommended Practice for Placing Reinforcing Bars.
- K. CRSI 65 Recommended Practice for Placing Bar Supports, Specifications, and Nomenclature.

#### 1.04 SUBMITTALS

- A. Submit shop drawings under provisions of Section 01300.
- B. Shop Drawings: Indicate bar sizes, spacings, locations, and quantities of reinforcing steel and wire fabric, bending and cutting schedules, and supporting and spacing devices.

CONCRETE REINFORCEMENT 03200-1

2*128*/12026*27*41730F4101 AM p. 1**39** 

C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

### 1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 318.
- B. Maintain one copy of document on site.

# 1.06 QUALIFICATIONS

A. Welders' Certificates: Submit under provisions of Section 01300 Manufacturer's Certificates, certifying welders employed on the Work, verifying AWS qualification within the previous 12 months.

#### 1.07 COORDINATION

A. Coordinate with placement of formwork, formed openings, and other Work.

# PART 2 — PRODUCTS

#### 2.01 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615, 60-ksi yield grade; deformed billet steel bars, unfinished.
- B. Welded Steel Wire Fabric: ASTM A185 Plain Type; in flat sheets unfinished.

# 2.02 ACCESSORY MATERIALS

- A. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor barrier puncture.
- B. Special Chairs, Bolsters, Bar Supports, Spacers Adjacent to Weather-exposed Concrete Surfaces: Plastic coated steel or stainless-steel type; size and shape as required.

#### 2.03 FABRICATION

- A. Fabricate concrete reinforcing in accordance with ACI 318.
- B. Locate reinforcing splices not indicated on drawings, at point of minimum stress. Review location of splices with Engineer.

# PART 3 — EXECUTION

#### 3.01 PLACEMENT

A. Place, support, and secure reinforcement against displacement. Do not deviate from required position.

CONCRETE REINFORCEMENT 03200-2

**2/23/2026/24 133 P400** AM p. 140

- B. Do not displace or damage vapor barrier.
- C. Accommodate placement of formed openings.
- D. Maintain concrete cover around reinforcing according to ACI-318

# **END OF SECTION**

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#### **CAST-IN-PLACE CONCRETE**

#### PART 1 — GENERAL

1.01 Notice: Engineer shall be given 48 hours advance notice to all concrete placements and no concrete shall be placed without approval of Engineer.

# 1.02 WORK INCLUDED

A. Cast-in-place concrete foundations, slabs on grade, and pipe supports, beams and columns.

# 1.03 RELATED SECTIONS SPECIFIED ELSEWHERE

- A. Section 01300 Submittals
- B. Section 01410 Testing Laboratory Services
- C. Section 03100 Concrete Formwork
- D. Section 03200 Concrete Reinforcement

# 1.04 REFERENCES

- A. ACI 301 Specifications for Structural Concrete for Buildings.
- B. ASTM C33 Concrete Aggregates.
- C. ASTM C94 Ready-mixed Concrete.
- D. ASTM C150 Portland cement.
- E. ASTM C260 Air Entraining Admixtures for Concrete.
- F. ASTM C618 Pozzolonic Materials.

# 1.05 QUALITY ASSURANCE

- A. Perform Work: in accordance with ACI 301.
- B. Obtain materials for same source throughout the Work.
- C. Submit manufacturer's certification that materials meet specification requirements.
- D. Submit ready-mix delivery tickets, ASTM C94-78.

CAST-IN-PLACE CONCRETE 03300-1

#### 1.06 TESTS

- A. Testing and analysis of concrete will be performed under provisions of this Section and Section 01410.
- B. Submit proposed mix design of each class of concrete to Engineer for review prior to commencement of work in accordance with Submittal Section. Submittal shall include proposed location for each class of concrete.
- C. Independent Testing laboratory shall take cylinders and perform slump and air entrainment tests in accordance with ACI 301.
- D. Provide 5 cylinders per set. Test one at 3 days, one at 7 days, two at 28 days, and hold one.
- E. Slump tests shall be taken for every truck delivery and each set of test cylinders taken.
- F. In general, cylinders shall be taken for each concrete pour event, and every 50 cyds placed.
- G. All tests failing minimum specified criteria shall be billed to and paid for by the Contractor.

### 1.07 SUBMITTALS

A. Submit product data under provisions of Section 01300 for Fine and Coarse aggregates, admixtures and concrete mix design.

# PART 2 — PRODUCTS

#### 2.01 CONCRETE MATERIALS

- A. Cement: ASTM C150 -Type II Cement.
- B. Fine and Coarse Aggregates: ASTM C33.
- C. Water: Clean potable water.

# 2.02 ADMIXTURES

- A. Air Entrainment: ASTM C260. Use Darex II AEA or equal.
- B. Water-reducing admixture may be used and must meet ASTM C-494 as a Type A and Type D. Use WRDA 64 or equal. Add in accordance with ACI-350.
- C. Use of calcium chloride is not permitted.
- D. Air entraining agent to normal weight concrete mix if used, shall not exceed 4%.

CAST-IN-PLACE CONCRETE 03300-2

p. 143

E. Superplasticizers must meet all ASTM requirements and have compatibility test results with approved mix design.

# 2.03 CONCRETE MIX

- A. Mix concrete in accordance with ASTM C94.
- B. Provide concrete to satisfy the following requirements
  - 1. Compressive Strength (28 days): 4000 psi all locations, 3000 psi for sidewalks.
  - 2. Water/Cement ratio maximum 0.48 without admixtures by weight.
  - 3. Fly Ash Content: maximum 15% of cement content, Type F only.
  - 4. Slump  $4 \pm 1$  inch regular, 7-8 inch with superplasticizer, 6 to 8-inch pea rock pump mix.
- C. Use set-retarding admixtures during hot weather only when approved by Engineer.
- D. Air entraining agent may be considered in concrete mix; however, content must be kept to a minimum, and carefully monitored for addition to mix design.
- E. Superplasticizer shall be used in all R/C walls that are water holding structures, i.e., clearwell, containment walls, etc.

# 2.04 ACCESSORIES

- A. Vapor Barrier: 10 mil thick clear polyethylene film, type recommended for belowgrade application.
- B. Non-Shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.
- C. Water Stops: 6" x 3/8" water stop, ribbed flat virgin polyvinylchloride equal to one of the following:
  - 1. Greenstreak Style 580
  - 2. Synko-Flex Synko-Flex Products
  - 3. Westec Barrier Technologies Style 619.
- D. Water Stop: Bentonite type strips Rx101, or applicable to condition, as manufactured by Volclay, or equal.

CAST-IN-PLACE CONCRETE 03300-3

# PART 3 — EXECUTION

#### 3.01 INSPECTION

A. Verify reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

#### 3.02 PREPARATION

A. Install vapor barrier under all slabs, footings, and other concrete exposed to earth. Lap joints a minimum of 6 inches. Do not disturb or damage vapor barrier while placing concrete. Repair damaged vapor barrier.

# 3.03 PLACING CONCRETE

- A. Notify Engineer minimum 48 hours prior to commencement of concreting operations.
- B. Place concrete in accordance with ACI 301.
- C. Hot Weather Placement ACI 301.
- D. Cold Weather Placement ACI 301.
- E. Ensure reinforcement, inserts. embedded parts, formed joints are not disturbed during concrete placement.
- F. Place concrete continuously between predetermined construction and control joints. Do not break or interrupt successive pours such that cold joints occur.
- G. Contractor shall be responsible for means and methods to ensure concrete is poured in a dry area.
- H. Contractor needs to use mechanical vibrating equipment for consolidating concrete and should have a minimum of (2) two operable vibrators on the job.

#### 3.04 FINISHING

- A. Finish outdoor slabs with light broom finish.
- B. Interior slabs shall be mechanical trowel finish.

#### 3.05 PATCHING

- A. Notify Engineer immediately upon removal of forms. No surfaces are to be patched or backfilled prior to being reviewed by the Engineer.
- B. Patch imperfections as requested by the Engineer or his field representative.

CAST-IN-PLACE CONCRETE 03300-4

**2***28*/202624100P400 AM p. 146

# 3.06 DEFECTIVE CONCRETE

- A. Modify or replace concrete not conforming to required levels, lines, details, and elevations.
- B. Repair or replace concrete not properly placed or of the specified type.
- C. Unless the removal of a defective slab is required by the Engineer, defective surfaces, such as honeycomb, shall be cut out entirely until homogeneous concrete is met, even if it means going through the slab.
- D. Such areas shall be coated with an approved epoxy bonding material, which shall be applied in accordance with the manufacturer's instruction, before damp packing the area with a mix consisting of one part of Portland cement and two parts of sand and fine gravel, epoxy and sand mix, or any combination of materials and mixes as the situation dictates in the opinion of the Engineer.
- E. The water content of the damp-pack material shall be such that a ball of the mix may be squeezed in the hand without bringing free water to the surface.
- F. Damp-pack material shall be tamped into place and finished to match adjacent concrete surfaces.
- G. Particular care shall be taken that no sagging of the material will occur.
- H. The bond between any two layers of damp-pack shall be improved through the use of an approved epoxy bond agent.
- I. Surfaces which have been damp-packed shall be kept continuously damp during and for a period of not less than seven days after completing the damp-pack operation, by polyethylene coverings thoroughly taped to the original concrete surface in a manner that loss of moisture, evidence by lack of water droplets on the inside surface of the polyethylene, is avoided. If this moisture condition cannot be maintained, a continuous water cure may be required by the Engineer.
- J. Under no circumstances shall Contractor apply a plaster coat over the honeycomb areas to conceal the existence of the honeycomb in the concrete.
- K. Neither Embeco nor calcium chloride shall be used for filling honeycomb areas, nor shall they be mixed with damp-pack material.
- L. Any concrete with excess air entraining agent will be rejected.

# 3.07 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01410.
- B. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

CAST-IN-PLACE CONCRETE 03300-5

2*123*/2026*27*4103 P4101 AM p. 149

# 3.08 CURING

- A. Curing shall be by water method, continuous for 7 days unless otherwise noted.
- B. Contractor shall use curing compounds for vertical surfaces.

# **END OF SECTION**

**SSPC** 

## **SECTION 05500**

#### **MISCELLANEOUS METALS**

#### **PART 1 - GENERAL**

# 1.01 SCOPE

- A. This Section includes the furnishing and installation of fabricated metal work which applies to all sections, unless otherwise noted.
- 1.02 REFERENCE SPECIFICATIONS AND STANDARDS ARE REFERRED TO BY ABBREVIATION AS FOLLOWS:

A. The Aluminum Association	AA
B. American Institute of Steel Construction	AISC
C. American Iron and Steel Institute	AISI
D. American National Standards Institute	ANSI
E. American Society for Testing and Materials	ASTM
F. American Welding Society	AWS
G. American Society of Civil Engineers/ Structural Engineering Institute	ASCE/SEI
H. National Association of Architectural Metal Manufacturers	NAAMM

- J. ASTM A276 Specification for stainless and heat-resisting steel bars and shapes.
- K. ASTM F293 Stainless steel specification for bolts/hex cap screws/studs
- L. ASTM F294 Specification for Stainless steel nuts

I. Steel Structures Painting Council

M. ASCE/SEI 8-02 - Standard Specification for the Design of Cold-formed Stainless Steel Structural Members

# 1.03 QUALITY ASSURANCE

- A. Portions of the design not shown shall be completed by the fabricator in accordance with the latest edition of Specifications for Design, Fabrication and Erection of Structural Steel for Buildings of the AISC.
- B. Portions of the design not shown shall be completed by fabrication in accordance with the latest edition of Specifications for the Design of Cold-Formed Steel Structural Members by AISI.

MISCELLANEOUS METALS 05500-1

- C. Shop fabricated connections may be bolted or welded. Field connections shall be bolted.
- D. Burning/torching for enlarging holes will not be acceptable except with written permission of the Engineer.
- E. Responsibility for all errors in fabrication and correct fitting of structures shown on the shop drawings is the Contractor's responsibility.

#### 1.04 REGULATORY REQUIREMENTS

- A. Metal fabrication materials shall meet the requirements of the following ASTM Standards and Specifications.
  - 1. Aluminum Alloy, plate and sheet ASTM B209-3003-H14, structure shapes ASTM B308-6061-T5, structural pipe and tube ASTM B429, castings ASTM B214.
  - 2. Steel stud anchors for embedded plates, A-108, grade 1020, 60 ksi.
  - 3. Galvanizing, A123.
- B. Comply with the provisions of the following standards except as otherwise shown or specified.
  - 1. AA Specifications for aluminum structures.
  - 2. AISC Specifications for design, fabrication and erection of structural steel for buildings.
  - 3. AWS code for welding in building construction.

# 1.05 SUBMITTALS

- A. Submit shop drawings and manufacturer's descriptive literature as applicable for all metal fabrications in accordance with Section 01300. No items shall be fabricated prior to reviewing approval by Engineer. Minimum scale of drawings and elevations shall be 3/4 in. equals 1 ft., details enlarged to adequate size for clarity, show anchorage.
- B. Where certain equipment and the like require unique support, provide such members only after careful coordination of shop drawings for the equipment.
- C. Welders Certificates: Submit under provisions of Section 01300, certifying welders employed on the Work, verifying AWS qualification within the previous 12 months.

# 1.06 PRODUCT HANDLING

- A. Use all means necessary to protect the Products of this Section before, during, and after installation and to protect the installed work and materials of all other trades.
- B. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost to the Owner.
- C. Coordinate delivery of metal fabrications with work of other Sections.

MISCELLANEOUS METALS 05500-2

2/3/2025 7:13 PM p. 150

#### **PART 2 - PRODUCTS**

# 2.01 SHOP FABRICATED PRODUCTS

- A. Provide anchor bolts as shown as well as for fabricated and structural metal items. Do not paint bolts.
- B. Provide inserts and sleeves for concrete as shown and as required.
- C. Provide miscellaneous metal frames and supports fabricated of structural shapes and plates.
- D. Fit and shop assemble items in largest practical sections, for delivery to site.
- E. Fabricate items with joints tightly fitted and secured.
- F. Continuously seal joined members by continuous welds. Provide vent holes in hollow members before galvanizing.
- G. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- H. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
- I. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.
- J. Punch and shear to leave smooth surfaces. Weld permanent connections, grind exposed welds smooth. Avoid screws and bolts where possible unless otherwise noted. When used and where exposed, countersink heads and draw up tight. Provide holes and connections for work of other trades.
- K. Metal pipe support fabrication shall be 316 SS unless otherwise noted.

# 2.02 MISCELLANEOUS

- A. Provide fasteners for all items under this Section. All nuts, bolts, washers, back up rings, etc. shall be 316 SS unless otherwise called out on the drawings or specified elsewhere herein.
- B. Verify critical dimensions of the work on the job. Form items to accurate sizes and shapes, with sharp lines and angles. Punch and shear to leave smooth surfaces. Weld permanent connections, grind exposed welds smooth. Avoid screws and bolts where possible unless otherwise noted. When used and where exposed, countersink heads and draw up tight. Provide holes and connections for work of other trades.
- C. Pipe support straps shall be 316 SS unless otherwise noted.

MISCELLANEOUS METALS 05500-3

## **PART 3 - EXECUTION**

#### 3.01 EXAMINATION

- Verify that field conditions are acceptable and are ready to receive work.
- B. Beginning of installation means erector accepts existing conditions.

#### 3.02 PREPARATION

A. Clean and strip primed steel items to bare metal where site welding is required.

# 3.03 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Allow for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components indicated on shop drawings.
- D. Perform field welding in accordance with AWS D1.1.
- E. Obtain Engineer approval prior to site cutting or making adjustments not scheduled.
- F. Verify that supports and anchors are correctly positioned.
- G. Verify that opening sizes and dimensional variations are acceptable to suit grading, railing, and stairs tolerances.
- H. Verify critical dimensions of the work on the job. Form items to accurate sizes and shapes, with sharp lines and angles.
- I. Protect aluminum in contact with concrete and dissimilar material with 1/4" neoprene, or bitumastic coating.
- J. Perform cutting, drilling, flashing and fitting required for installation of metal fabrications. Set the work accurately; provide temporary bracing and anchors in formwork for items to be built into masonry and concrete. Field weld joints not shop welded because of size limitations.

#### 3.04 TOLERANCES

- A. Conform to ANSI/NAAMM A202.1.
- B. Maximum space between sections: ¼ inch.
- C. Maximum variation from top surface plane of sections: ¼ inch.

# **END OF SECTION**

MISCELLANEOUS METALS 05500-4

2/3/2025 7:13 PM p. 152

#### **PUMPS - GENERAL**

#### **PART 1 - GENERAL**

# 1.01 DESCRIPTION OF WORK

A. The work covered by this section and the related sections consists of providing all labor, material, equipment and performing all construction required to install pumps and motors, including all accessories as specified and shown on the drawings.

# 1.02 RELATED SECTIONS

- A. Section 11932 Submersible Well Pumps
- B. Section 16485 Variable Frequency Drives

#### 1.03 PUMP PERFORMANCE DATA

A. Certified pump performance data (curves) are to be submitted to the Owner and Engineer for pumps prior to pump installation unless noted otherwise. Performance data must be the results of the actual pump assemblies before shipment. Also report amperage and voltage of each power leg, efficiency, and horsepower.

#### 1.04 QUALITY ASSURANCE

- A. Provide shop drawings in accordance with Section 01300.
- B. Provide Operation and Maintenance material and record drawings in accordance with Section 01720.
- C. Provide manufacturer's certification of correct installation after manufacturer's inspection.

### **PART 2 - PRODUCTS**

(NOT USED)

# **PART 3 - EXECUTION**

#### **3.01 PUMPS**

- A. Install all equipment in strict conformance with the manufacturer's specifications and industry standards. Perform all work in a workmanlike manner.
- B. Manufacturer's representative for pumps shall inspect installation for correctness and compliance with manufacturer's specifications.

PUMPS - GENERAL 11930-1

- C. No piping connecting any of the equipment will be jacked, pried or forced into position in any way. All piping must mate perfectly with the equipment it is attaching prior to installation of flange bolts or other connecting devices.
- D. Store spare parts in strict accordance with manufacturer's recommendations. Notify the Owner in writing of any special storage maintenance required and provide such maintenance until final acceptance of contract.
- E. Pump and piping installed shall be disinfected in accordance with AWWA standards, and Section 02670 Flushing, Testing and Disinfection prior to being placed in service.
- F. Field test pumps for conformance to specified operating conditions. All pumping units shall be field tested after installation, in accordance with the contract documents, to demonstrate satisfactory operation, without causing excessive noise, vibration, cavitation, and overheating of the bearings. Record flow, head, voltage and amperage for each power leg, ramp time to speed, full load speed. Flow recording will require manufacturer's representative to utilize a portable ultrasonic flow meter for the field testing. Adjust tolerances, if necessary and retest. Test pump and motor for amplitude and frequency of vibration. The vibration shall be within the amplitude limits recommended in the Hydraulic Institute Standards. Measure noise (dBA) adjacent, at 10 ft., at 50- ft. Pump shall be tested at the shut-off pressure, the design point and other points as required by the Engineer. Tests shall be performed to the satisfaction of the Engineer and results included in the Operations and Maintenance Manual.

**END OF SECTION** 

PUMPS - GENERAL 11930-2

#### SUBMERSIBLE WELL PUMPS

#### **PART 1 - GENERAL**

# 1.01 DESCRIPTION OF WORK

A. The work covered by this section and the related sections consists of providing all labor, material, equipment and performing all construction required to install submersible vertical turbine pumps, motors, variable frequency drives, and all accessories as specified and shown on the drawings.

#### 1.02 RELATED SECTIONS

- A. Section 01300 Submittals and Progress Schedules
- B. Section 01730 Operation and Maintenance Manuals
- C. Section 11930 Pumps General
- D. Section 15100 Piping and Valves
- E. Section 16000 Electrical General Requirements
- F. Section 16050 Basic Electrical Materials and Methods
- G. Section 16681 Variable Frequency Drives

#### 1.03 SUBMITTALS

- A. The equipment manufacturer shall submit data and specifications for the pump and motor and the submittal will include, but not be limited to the following.
  - 1. Name of manufacturer
  - 2. Type and model with dimensional drawings
  - Design rotative speed
  - 4. Number of pump stages
  - 5. Type of bowl bearings
  - 6. Size of shafting
  - 7. Size of pump discharge outlet
  - 8. Outside diameter of pump bowls
  - 9. Weight of pump
  - 10. Performance curves showing capacity versus head, NPSHR, pump efficiency and pump BHP plotted to scales consistent with performance requirements
  - 11. Motor minimal horsepower
  - 12. NEMA design
  - 13. Motor enclosure, type and dimensions

SUBMERSIBLE WELL PUMPS 11932-1

- 14. Motor winding insulation class and treatment
- 15. Motor service factor
- 16. Motor voltage, phase and frequency rating
- 17. Motor full load current at rated horsepower for application voltage
- 18. Motor starting code letter or locked rotor KVA or current
- 19. Motor rated full load speed
- 20. Motor power factor at full load, 75 percent and 50 percent load
- 21. Motor efficiency, nominal and guaranteed values
- B. Submit six (6) sets of operation and maintenance manuals for pumps and motors in accordance with Section 01730.
- C. Provide manufacturer's certification of correct installation after manufacturer's inspection.

#### **PART 2 - PRODUCTS**

### 2.01 SUBMERSIBLE WELL PUMPS

- A. Pumps will be submersible turbine type with submersible motors and submersible power cables.
- B. Performance of the pumps shall meet the following design conditions of service for the specified flows and heads at full motor speed. Full motor speeds shall not exceed 1,800 rpm, nominal speed.

# **BISCAYNE WELL, B-18**

Flow	TDH	Min. Efficiency	
(gpm)	(ft)	(%)	
3.000	140	75	DESIGN POINT

Units will pump fresh well water at approximately 86° F. Units shall be 200 HP Afton Model 16PMCL, 2 stage pump with 10.74" impeller.

# **FLORIDAN WELL, F-6**

Flow	TDH	Min. Efficiency	
(gpm)	(ft)	(%)	
2.000	105	75	DESIGN POINT

Units will pump fresh well water at approximately 86° F. Units shall be 125 HP Afton Model 12PFCH, 2 stage pump with 8.19" impeller.

C. Each pump shall be equipped with a 316 SS check valve that prevents reverse flow through the pump.

SUBMERSIBLE WELL PUMPS 11932-2

**2***28*/202624100P400 AM p. 158

#### D. Materials:

Pump Bowls 304 Stainless Steel

Impellers304 or 316 Stainless SteelShaft304 or 416 Stainless SteelBearingsBabbitted Carbon or VesconiteMotor Coupling304 or 316 Stainless SteelInlet Screen304 or 316 Stainless Steel

### E. Motors and Cables

Motors shall be:

200 HP maximum, 1,800 RPM nominal, 460 Volt, 60 Hertz, 3 phase;(B-18)

125 HP maximum, 1,800 RPM nominal, 460 Volt, 60 Hertz, 3 phase;(F-6)

All external metal parts shall be 304 or 316 stainless steel, including end bell castings, stator shell, seal cover, bushing, all fasteners, hardware, and lead assemble jam nut. The motors shall be suitable for rewinding.

The motor thrust bearing shall be sized to carry the weight of all rotating parts plus the hydraulic thrust of the pump, regardless of rotation direction. The thrust bearing shall have sufficient capacity to permit the pump to operate for short periods with the discharge valve closed.

The motor shall be squirrel cage induction type, water cooled and lubricated. The water filling shall be retained by means of an expansion bellow and mechanical seal.

Motors shall be delivered with a minimum of 6-foot standard pigtail, including ground wire if internally connected. Motor power cable will be of sufficient length for connection to control panel. The motor power cable shall be hot spliced at the manufacturer's authorized shop to the standard pigtail. Splicing in the field is not allowed.

Compatible motors shall have 1.15 service factor and be sized to be nonoverloading at any operating point on the pump curve. The motor shall be for use with a VFD. Motor manufacturer shall provide written certification that motor will operate with variable frequency drive unit.

Motor cable shall be a flat jacketed, heavy duty, 3-conductor with insulated ground and Milprene rubber insulation. Pump cable shall be continuous without splices. Splices shall be done by motor manufacturer approved vendor and guaranteed no leak up to a depth of 150 feet. Cable shall be rated to use in a submersible well.

#### F. Flow Inducer Shroud

Pumping units shall be supplied if deemed necessary by pump manufacturer, with 316-SS flow inducer shrouds to maintain the minimum velocity across the motor

SUBMERSIBLE WELL PUMPS 11932-3 for cooling recommended by the pump and motor manufacturer.

The Contractor shall be responsible to coordinate construction of the flow inducer shroud and adapter with the pump manufacturer for proper mounting and motor cooling. The motor cable shall be protected in the flow inducer shroud. Shop Drawings of the proposed flow inducer shroud construction and mounting shall be submitted to the Engineer for review prior to fabrication.

#### G. Manufacturer:

Provide manufacturer's certification of correct installation after manufacturer's inspection.

# 2.02 PUMP COLUMN PIPE

A. Refer to section 15100, Piping and Valves, paragraph 2.07, Stainless Steel Pipe (Vault Piping and Column Pipe).

### 2.03 FOOT VALVE

A. All well pumps shall be equipped with a 316 SS check foot valve that prevents reverse flow through the pump. The foot check valve shall be flapper type, elastomer hinged with spring assist with male threaded ends. Valve to be US Valve Techno Check Valves Model No. 5002-316 or approved equal.

## **PART 3 - GUARANTEES**

#### 3.01 GENERAL

A. The pump and its components shall be complete with a manufacturer's warranty for defects in materials and workmanship for a period of one year from Final Completion.

# 3.02 PERFORMANCE

A. The manufacturer shall warranty that the performance of all pumps will conform with manufacturer's certified pump performance curves. The pumps must operate within the tolerance of the Standards of the Hydraulic Institute.

# 3.03 START UP

A. Manufacturer must provide a qualified representative on-site to certify the pump performance. Manufacturer's representative shall inspect installation for correctness and compliance with manufacturer's specifications and submit written certification that equipment is ready to be placed in service. Startup testing shall be performed for all well pump and motor installations.

#### **END OF SECTION**

SUBMERSIBLE WELL PUMPS 11932-4

# **INSTRUMENTATION COMPONENTS**

#### **PART 1 - GENERAL**

# 1.01 SCOPE

This section provides for instrumentation system components. The flowmeters shall be installed with the converter/transmitter to be furnished to the owner. The power to the instrument will be completed under a separate contract.

# 1.02 RELATED SPECIFICATIONS

- A. Drawings and general provisions of the Contract, including the General and Supplementary Conditions apply to this section.
- B. Section 15100 Piping and Valves

# 1.03 QUALITY CONTROL

A. Instrumentation components shall conform to ISA standards.

# 1.04 SUBMITTALS

- A. Submittals shall conform to Section 01300.
- B. Provide component mounting and/or installation details as per manufacturers requirements.

# 1.05 MANUFACTURER CONTINUITY

- A. Wherever possible, all components shall be furnished from one manufacturer in order to facilitate installation, calibration, system function and Owner operation and maintenance.
- B. All components furnished herein shall be compatible with other portions of the control system specified elsewhere.

# 1.06 RESPONSIBILITY

A. Instrumentation shall be the responsibility of the instrumentation system supplier or electrician.

#### PART 2 PRODUCTS

#### 2.01 FLOW METER

Flow meter shall be a velocity sensing electromagnetic type flanged meter with sealed housing for 150psi working pressure. The meters shall be a 12-inch Ultra Mag Model UM06 with a digital indicator having a range of 0 to 4000 and shall be equipped with a

9-digit digital totalizer reading in units of gallons per minute and gallons and shall be accurate within 0.5% of actual flow. The meter assembly shall operate within a range of 0.2 FPS to 49 FPS.

Flowmeter sensor lay length shall be field determined by the contractor. Sensor lay length shall accommodate custom lay length at no additional cost.

Meter Tube shall be fabricated stainless steel pipe and use 150 lb. AWWA Class "D" flat steel flanges. The internal and external of the meter tube shall be blasted and lined with a NSF approved fusion bonded epoxy, applied by the fluidized bed method. Meter tubes shall have a constant nominal diameter offering no obstruction to the flow. Electrodes shall be 316 stainless steel.

MAG SHIELD shall be welded to the tube providing a completely sealed environment for all coils, electrode connections and wiring harness capable of NEMA 6P operation.

Signal Converter shall be pulsed DC coil excitation type with auto zeroing. The converter shall indicate direction of flow and provide a flow rate indication and a totalization of flow volume for both forward and reverse directions. Both forward and reverse totalizers shall be electronically resettable. The converter shall provide an isolated 4-20mA output into 1000-ohm load, and a frequency output of a maximum of 1,250Hz and a scaled pulse output. The microprocessor-based signal converter shall have a self-diagnostic test mode and a backlit display that continuously displays "rate of flow" and "total volume". The signal converter configuration parameters shall be lockout protected but can be changed via the front panel keypad. The converter shall be remotely mounted up to 200/ft. from sensor and shall be supplied in a sealed IP67 rated enclosure. Calibration will be completed at the manufacturer's location in accordance with customer-supplied application-based requirements.

Contractor shall be responsible for determining length of cable between the sensor and the convertor. Cable must be supplied by McCrometer.

The meter assembly shall be grounded to the downstream flange of the sensor via internal grounding electrodes.

Volumetric Testing of all meters must be performed and approved prior to shipment. The complete meter assembly and signal converter must be wet accuracy tested and calibrated. The test facility must be rigorously traceable to an accuracy of  $\pm 0.15\%$  with the National Institute of Standards and Technology. A copy of the certified accuracy test record must be furnished to the customer.

#### 2.02 PRESSURE INDICATING TRANSMITTER

Gauge pressure transmitters shall be of the capacitance type with a process isolated diaphragm with silicone oil fill, microprocessor based "smart" electronics, and a field adjustable rangeability of 100:1 input range. Span and zero shall be continuously adjustable externally over the entire range. Span and zero adjustments shall be capable of being disabled internally. Transmitters shall be NEMA 4X weatherproof and corrosion resistant construction with low copper aluminum body and 316 stainless steel process wetted parts. Accuracy,

including nonlinearity, suppression shall be adjustable to anywhere within sensor limits. Output shall be a shall be furnished with a 4-digit LCD indicator capable of displaying engineering units and/or milliamps and mounting hardware as required. Overload capacity shall be rated at a minimum of 25 MPa. Environmental limits shall be 40 to 85 degrees Celsius at 0 100% relative humidity. Each transmitter shall have a stainless-steel tag with calibration data attached to body. The piezoresistive silicon pressure sensor shall be mechanically, electrically, and thermally isolated from the process and the environment, shall include an integral temperature compensation sensor, and shall provide a digital signal to the transmit sensor output in the electronics section. The electronics section shall correct the digital signal from the sensor and convert it into a 4 20 mA analog signal for transmission to receiving devices. The electronics section shall contain configuration parameters and diagnostic data in nonvolatile EEPROM memory and shall be capable of communicating, via a digital signal superimposed on the 4 20 mA output signal, with a remote interface device. Output signal Damping shall be provided, with an adjustable time constant of 0 36 seconds. Total long-term stability (frequency of calibration) shall be not less than 0.125% for five years. Where scheduled, gauge pressure indicating transmitters shall be calibrated in service. Gauge pressure manufactured by Rosemount or approved equal. Gauge pressure indicating transmitter for potable water shall be ABB 261 GSDK.

#### 2.03 LEVEL TRANSMITTER

Provide a Drexel brooks level probe with the range for the depth of the well casing, and Cable length for the well casing depth and terminal j-box location along the rack, see the Drawings.

# PART 2 EXCECUTION

# 3.01 DRAWINGS AND DATA

A. Complete fabrication, assembly, and installation drawings; wiring and schematic diagrams; and details, specifications, and data covering the materials used parts, devices, and accessories forming a part of the equipment furnished shall be submitted in accordance with submittals section. Submittal data shall be grouped and submitted in three separate stages. Each stage submittal shall be substantially complete. Individual drawings and data sheets submitted at random intervals will not be accepted for review. Instrument tag numbers indicated on the contract drawings shall be referenced where applicable.

# 3.02 INSTALLATION

- A. Installation shall be in complete accordance with manufacturer's instructions and recommendations.
- B. All electrical connections shall be made in conformance with the requirements of Division 16, Electrical.

C. Once installation is complete, touch up damaged paint with manufacturer supplied paint.

# 3.03 START-UP AND TEST

- A. Contractor shall make adjustments required to place system in proper operating condition. Contractor shall field test and calibrate the equipment to assure that the system operates in accordance with these Specifications and to the satisfaction of the Engineer.
- B. Manufacturer's representative shall check and approve the installation before operation and assist Contractor in performing field tests and in calibration of the equipment.
- C. Contractor and system supplier shall provide the services of a factory-trained operating specialist for an uninterrupted eight-hour period on site (not including travel time) for the instruction of the Owner's operating personnel.

#### **END OF SECTION**

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# **PIPING AND VALVES**

#### **PART 1 - GENERAL**

# 1.01 WORK INCLUDED

A. Furnish and install all piping, fittings, and valves as shown on the drawings and specified herein. In general, include all piping from tie-ins to and from equipment as shown on the drawings, including all piping appurtenances for a complete, operating piping system as specified herein.

# 1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Section 01300 Submittals
- B. Section 01720 Project Record Drawings
- C. Section 01730 Operating and Maintenance Manuals
- D. Section 05500 Miscellaneous Metals
- E. NMB Water Utilities Standards

#### 1.03 REFERENCES

- A. AASHTO T180 Moisture-Density Relations of Soils Using a 10-lb Rammer and an 18-in. Drop.
- B. ANSI/ASTM D2466 Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
- C. ANSI/AWWA C104 Standard for Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
- D. ANSI/AWWA C110 Standard for Ductile-Iron and Gray-Iron Fittings, 3 In. Through 48 In. for Water and Other Liquids.
- E. ANSI/AWWA C111 Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
- F. ANSI/AWWA C115 Standard for Flanged Ductile-Iron Pipe with Ductile-Iron or Gray Iron Treaded Flanges.
- G. ANSI/AWWA C150 Standard for the Thickness Design of Ductile-Iron Pipe.
- H. ANSI/AWWA C151 Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids.
- I. ANSI/AWWA C153 Standard for Ductile-Iron Compact Fittings, 3 In. Through 24 In. and 54 In. Through 64 In. for Water Service.

PIPING AND VALVES 15100-1

- J. AWWA C210 Standard for Liquid-Epoxy Coating Systems for the Interior and Exterior of Steel Water Pipelines.
- K. AWWA C220 Standard for Stainless-Steel Pipe, 4 In. and Larger.
- L. AWWA C504 Standard for Rubber-Seated Butterfly Valves.
- M. AWWA C508 Standard for Swing-Check Valves for Waterworks Service, 2 In. Through 24 In.
- N. AWWA C509 Standard for Resilient-Seated Gate Valves for Water Supply Service.
- O. AWWA C511 Standard for Reduced-Pressure Principle Backflow-Prevention Assembly.
- P. AWWA C512 Standard for Air-Release, Air/Vacuum, and Combination Air Valves for Waterworks Service.
- Q. AWWA C600 Standards for Installation of Ductile-Iron Water Mains and Their Appurtenances.
- R. AWWA C605 Standard for Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water.
- AWWA C606 Standard for Grooved and Shouldered Joints.
- T. AWWA C900 Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4 In. Through 12 In. for Water Distribution.
- U. AWWA C901 Standard for Polyethylene (PE) Pressure Pipe and Tubing, ½ In. Through 3 In. for Water Services.
- V. ASTM D1784 Standard Specification for Rigid PVC Compounds and Chlorinated PVC Compounds.
- W. ASTM D1785 Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
- X. ASTM D2837 Standard Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials.
- Y. ASTM D2855 Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings.
- Z. ASTM D2922 Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- AA. ASTM D3139 Joints for Plastic Pressure Pipes using Flexible Elastomeric Seals.
- BB. ASTM F437-82 Threaded Chlorinated Poly Vinyl Chloride (CPVC) Plastic Pipe Fittings, Schedule 80.

PIPING AND VALVES 15100-2

- CC. ASTM F439-87 Standard Specification for Socket Type Chlorinated Poly Vinyl Chloride (CPVC) Plastic Pipe Fittings, Schedule 80.
- DD. ASTM 493-85 Solvent Cements for Chlorinated Poly Vinyl Chloride (CPVC) Plastic Pipe and Fittings.
- EE. ASME/ANSI B16.5 –1996 Pipe Flanges and Flanged Fittings.
- FF. ASME/ANSI B 31.3 1996 ASME Code for Pressure Piping.
- GG. ASME/ANSI B 16.9 Pipe Fittings.

### 1.04 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Provide data on pipe fittings, valves, and accessories.
- C. Manufacturer's Certificate: Certify that pipe, fittings, and valves meet or exceed respective ANSI, AWWA, and/or NSF Standards.
- D. Reports on pressure tests and leakage tests will be prepared and submitted by the Contractor.
- E. All potable water system components shall be supplied and installed per the applicable FDEP and NMB Water Utilities Standards.

### 1.05 PROJECT RECORD DOCUMENTS

- A. Accurately record actual locations (horizontal and vertical) of piping mains, valves, connections, top of pipe and/or invert elevations.
- B. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

### 1.06 QUALITY ASSURANCE

- A. Perform Work in accordance with the NMB Water Standards, where applicable.
- B. Fabricated piping shall meet all ASME code requirements as specified herein.
- C. Valves: Manufacturer's name and pressure rating marked on valve body.

### 1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store valves in shipping containers with labeling in place.

### **PART 2 - PRODUCTS**

#### 2.01 GENERAL

Although they may not be specifically shown on the drawings or called for elsewhere in the Technical Provisions, the Contractor shall include the cost of all fittings, piping supports, and miscellaneous appurtenances needed to provide a secure, workable pipe and valve system. Equipment, suction and discharge piping and other exposed piping shall be supported by reinforced concrete pedestals, piers, adjustable pipe supports, thrust restraints, hangers, and tie rods as necessary to insure a stable installation. Adjustable pipe supports or piers shall be arranged to relieve attached equipment of all strain due to the weight of the pipe, fittings, valves, and the contents of the pipe.

### 2.02 PRODUCT LIST

A. All applicable products shall conform to the Approved Materials List of the NMB Water Standards, latest edition.

### 2.03 DUCTILE IRON PIPE AND FITTINGS

- A. Ductile iron pipe and fittings shall conform to AWWA C110, C111, C115, C150, C151 and C153 and shall be in conformance with NMB Water Utility Standards. If no standard exists, the following shall be used:
  - 1. Joints: Buried pipe shall be AWWA approved push-on or mechanical joint pipe (AWWA/ANSI C111/C21.11). Exposed joints shall be AWWA approved flanged joint pipe, in accordance with ANSI/AWWA C115, or as detailed on the drawings. Pipe sizes 3" to 12" diameter shall be Class 52. Pipe sizes 14" and above shall be Class 51.
  - Fittings: Buried fittings shall be AWWA approved mechanical joint fittings. Exposed fittings shall be flanged fitting or as detailed on the drawings. Fittings 4" to 24" shall conform to AWWA C153/A21.52 and fittings 30" and above shall conform to AWWA C110/A21.10.
  - 3. The internal surface of all ductile iron piping and fittings in contact with potable/raw water shall be lined and with 40 mils nominal dry film thickness of CeramaPure PL90.
  - 4. The external surfaces of all buried ductile iron pipe and fittings shall be coated with a bituminous coating approximately one-mil thick in accordance with AWWA C151/A21.25, latest provision.
  - 5. Restrained joint pipe shall be constructed on all new raw watermains adjacent to all bends, crosses, tees, etc., where a change in direction occurs.
  - 6. Restrained joint fittings for 24" and smaller diameter shall be "Flex-Ring" as manufactured by American Cast Iron Pipe Company, "TR Flex" as manufactured by U.S. Pipe Company, "Super-Lock" as manufactured by Clow Corporation, or an approved equal". Restrained joint fittings for 30"

and larger diameter pipe shall be "Lok-Ring" as manufactured by American Cast Iron Pipe Company, "TR-Flex" as manufactured by U.S. Pipe Company, or "an approved equal". All bolts and hex nuts shall be U.S. Steel COR Ten or "an approved equal". The accessory package consisting of the restraining element and gaskets shall be packaged together as a complete unit noting the size on the outside of the sealed weatherproof container. Mechanical joint fittings as specified in paragraph A.6. below may also be used at the Contractor's option.

- 7. Mechanical Joint Fittings shall conform to the requirements stated in paragraph A.5. above. Mechanical joint fittings shall be furnished with Megalug Retainer Glands as manufactured by EBBA Iron, Inc., Eastland, Texas (1-800-433-1716) or "an approved equal" unless otherwise noted. All bolts and hex nuts shall be U.S. Steel COR Ten or "an approved equal". The accessory package consisting of the retainer gland, bolts, nuts and gaskets shall be packaged together as a complete unit noting the size on the outside of the sealed weatherproof container.
- 8. Gaskets: All gaskets shall be EPDM (Ethylene Propylene Diene Monomer) and shall be either food grade rated or ANSI/NSF 61 rated.

#### 2.04 SCHEDULE PVC PIPE AND FITTINGS

### A. PVC PIPE

See specification Section 02660, Section 2.02A. If no standard exists, the following shall be used:

- 1. AWWA C900 PVC Pipe
  - a. All PVC pipes shall meet AWWA C-900 Standards and NSF requirements for potable water application. PVC pipe 4" and larger shall be class 150, DR 18 pipe conforming to AWWA C900.
  - b. Fittings used in conjunction with the C900 PVC pipe shall be ductile iron, compact fittings, as detailed on the drawings, mechanical joint with CeramaPure PL90 lining. Refer to paragraph D.1 thru D.4 below.
  - c. PVC raw water main pipe shall be white in color. If white PVC pipe is not available, blue is acceptable. All blue PVC pipe will require 2-white stripes offset on top of the pipe, full length.

### 2. Schedule 40 PVC Pipe

- a. Rigid PVC (polyvinyl chloride) compound used in the manufacturer of schedule 40 pipe shall be Type I, grade 1 as identified in ASTM D1784. The pipe shall be NSF rated for potable water.
- b. PVC schedule 40 shall meet the requirements of ASTM standard D1785 for physical dimensions and tolerances.
- c. The marking on PVC Schedule 40 pipe shall meet the requirements of ASTM D1785 and state the material designation code, nominal pipe size, schedule of pipe, pressure rating in psi

- for water at 73° F, the ASTM designation number D1785 and the NSF seal for potable water.
- d. Fittings used shall be PVC Schedule 40 and solvent welded in accordance with ASTM D1785.

# 2.05 HIGH-DENISTY POLYETHYLENE (HDPE) PIPE

This section applies to HDPE pipe:

- 1. Polyethylene pipe and fittings shall be high-density polyethylene (HDPE) ASTM 3408 for municipal piping systems. The pipe manufacturer shall verify that the dimension ratio (DR) is capable of withstanding all forces and pressures that may be applied to the pipe before, during, and after installations of all HDPE piping. The pipe for this project shall be DR-9 and DR-11 at a minimum, where noted, and be DIPS/IPS sized, where noted. Any increases in wall thickness that may be determined as required for the project by the pipe manufacturer and shall be provided by the contractor at no additional cost.
- 2. All HDPE pipe for pressure pipe shall be in accordance with NMB Water Standards.
- 3. Polyethylene pipe and fittings shall be joined by the heat butt fusion process to produce a homogenous, sealed, leak tight joint unless otherwise noted as a mechanical joint or electrofusion connection. Fusion process shall meet the requirements of ASTM D-3261. At the point of fusion, the outside diameter and minimum wall thickness shall meet the outside diameter and minimum wall thickness specifications of ASTM F-714.
- 4. Polyethylene fittings shall be made from the material meeting the same requirements as the pipe. Polyethylene fittings shall be fabricated by the same manufacturer of the pipe. The piping shall be homogenous throughout and free of visible cracks, holes, voids, foreign inclusions, fillers, or other deleterious defects and shall be identical in color, density, melt index, and other physical properties throughout.
- 5. All HDPE MJ Adapters (DIPS/IPS) shall be installed with Back-up Rings, Mechanical Restraint, and stainless-steel stiffener that meets AWWA C906 standards. Back-up Rings shall be manufactured of ductile-iron conforming to ASTM A536-80. The gland shall be such that it can replace the standardized mechanical joint gland and can be used with the standardized mechanical joint bell conforming to ANSI/AWWA A21.11/C111 and ANSI/AWWA A21.53/C110 of the latest revision. Twist-off nuts sized same as tee-head bolts shall be used to ensure proper actuating of restraining devices.
- 6. HDPE Pipe shall be color coded with three continuous white stripes the full length of the Pipe at 120-degree intervals around the pipe.
- 7. The manufacturer shall certify that samples of the manufacturer's production pipe have been tested in-house, in accordance with ASTM D-2837, and validated in accordance with the latest revisions of PPI ASTM D-2837 and validated in accordance with the latest revisions of PPI TR-3.

### 2.06 TUBE

A. Stainless Steel Tubing: Tubing for sizes 1-inch and smaller shall be seamless austenitic stainless, grade TP 316L conforming to ASTM MA-632. Furnish Swagelok 316 stainless compression fittings, or equal.

# 2.07 STAINLESS STEEL PIPE (VAULT PIPING AND COLUMN PIPING)

- A. Stainless Steel Pipe: ANSI/ASTM A312, Schedule 10S, 10, 40
  - 1. Stainless steel pipe shall conform to ASTM A312, Austenitic steel pipe, welded, seamed, grade TP 316L with a minimum yield of 25,000 psi and AMSE allowable design stress of 16,700 psi at temperatures less than 200° F. All pipes shall have a weld quality factor of 0.8.
  - 2. Size shall be nominal pipe size (NPS) designation as shown with Schedule 10S, 10, or 40-wall thickness as indicated on the drawings or specified herein.
  - 3. Pipe flanges and fittings to meet ANSI B16.5-1996 (latest version). Flanges to be Class 150, raised face, serrated finish, forged A182 Grade F316L, slip-on or weldneck type. Class 150 shall be rated for 230 psi. Dimensions shall meet ANSI/ASME B16.5-1996.
  - 4. Flange bolts and nuts shall be ASTM A193 and ASTM A194, Type 316, respectively. Never Seize shall be used on all stainless-steel threaded fasteners. Flange gaskets shall be full faced, food grade elastomeric type rubber (EPDM), and meet the requirements of ANSI/AWWA C207.
- B. Victaulic Joints, Fittings, Valves and Couplings
  - 1. All fabricated fittings shall be A403WP type, with dimensions meeting ANSI B 16.9 and have a pressure rating equal to the full pressure rating of the same size pipe.
  - All victaulic style joints shall be grooved in accordance with ANSI/AWWA C606. All joints for schedule 10 pipe shall be roll grooved, whereas steel joints for schedule 40 pipe may be roll or cut grooved. All stainless-steel pipe with Victaulic couplings shall have sch 40, cut groove nipples, 6" long, welded to sch 10 ss pipes, for all pipe sizes 8" and above. Victaulic couplings shall be style 77 galvanized steel and equivalently rated for the piping system that it is coupled to. All Victaulic grooved ends must be suitable for the design pressure and shall not be the limiting component of the piping system.
  - Gaskets shall be suitable for their intended service. For potable water service, gaskets shall be EPDM, Grade E, UL listed in accordance with NSF61. Gaskets shall be clearly marked with colored striping to indicate material compound.
  - 4. Bolts and hardware shall be 316 SS stainless steel on all Victaulic couplings.

PIPING AND VALVES 15100-7

2/3/2025 7:13 PM p. 170

5. All nipples  $1\frac{1}{2}$ " and smaller shall be seamless.

# 2.08 PVC CERTA-LOK COLUMN PIPE (OPTIONAL)

- A. Pipe and couplings shall be made from unplasticized PVC compounds having a minimum cell classification of 12454, as defined in ASTM D1784. The compound shall qualify for a Hydrostatic Design Basis (HDB) of 4000 psi for water at 73.4° F, in accordance with the requirements of ASTM D2837. White pipe shall be supplied, unless otherwise agreed upon at time of purchase.
- B. PVC products intended for contact with potable water shall be evaluated, tested, and certified for conformance with NSF 61, or the health effects portion of NSF 14, by an acceptable certifying organization.
- C. All pipe supplied to this specification shall meet the performance requirements of ASTM D1785 for SCH 80 pipe.
- D. Pipe shall be joined using a spline lock joint. High-strength, acid-resistant, flexible thermoplastic splines shall be inserted into mating precision-machined grooves to provide continuous restraint with evenly distributed loading. No external pipe-to-pipe restraining devices which clamp onto or otherwise damage the pipe surface as a result of point-loading shall be permitted. The joining system shall incorporate elastomeric sealing gaskets which are designed to provide a watertight seal.
- E. Drop pipe shall be joined to pumps, check valves, pitless adapters, or other components using a Stainless-Steel Drop Pipe Adapter provided by the same manufacturer as provides the drop pipe, and which utilizes the same spline lock joint as used on the drop pipe.
- F. Drop pipe shall be legibly and permanently marked in ink with the following information:
  - Manufacturer and Trade Name
  - 2. Nominal Size & SCH Rating
  - 3. Manufacturing Date Code
  - 4. NSF 61
- G. Pipe and couplings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, blisters and dents, interior roughness, and other injurious defects that may affect wall integrity. The pipe and couplings shall be as uniform as commercially practicable in color, opacity, density, and other physical characteristics.
- H. Installation of drop pipe shall be in strict accordance with manufacturer's procedures and recommendations. Prior to installation, drop pipe shall be visually

inspected to ensure there is no dirt or foreign matter in the pipe, and any such material which is found shall be removed before installation.

I. PVC column pipe shall be Certa-Lok PVC Drop Pipe as supplied by NAPCO or approved equal.

### 2.09 BUTTERFLY VALVES

A. Butterfly valves in stainless steel pipelines shall be 316 stainless steel body, 316 stainless steel disc, EPDM resilient replaceable seat, lug style unless otherwise specified in Construction Drawings, and rated for 150 psi working pressure. Butterfly valve shall be Stainless Series 719, Trim 874, Lug style by ABZ or approved equal.

#### B. Actuators:

- 1. Actuators for buried valves shall be suitable for buried service.
- 2. Valves 6" and below not used for throttling notched plate and handle.
- 3. Valves larger than 6" and for throttling gear unit with handwheel.

#### 2.10 CHECK VALVES

A. Check valve shall be dual-door, Class 150#, wafer style with 316 stainless steel body and valve plates. Valve shaft, shaft support and accessories to be 316 stainless steel. Springs shall be Inconel (ASTM B166). Valve seal shall be EPDM. Valve must be installed with shaft in vertical position for horizontal flow application. Valve to be US Valve Techno Check Valves Model 5051-316, Crane Duo-Chek, or approve equal. An extra set of springs shall be included as spare parts for each check valve.

# 2.11 STAINLESS STEEL VALVES (less than 2" size)

Shut off valves for seal water, gauges, instruments, etc. shall be Nupro 316 stainless or equal.

### 2.12 SURGE ANTICIPATOR VALVE

The surge anticipator valve shall be Singer Model 106-RPS-RR with Model 81-RP pilot. Connections will be flanged, with body and valve trim/accessories being 316 stainless-steel.

### 2.13 MAG METER

The mag meter shall be Rosemount Model 8750W120 with flanged connections. The body and all hardware shall be 316 stainless with PFTE liner material.

### 2.14 SAMPLE POINTS

A. All permanent sample points shall be 316 stainless steel construction with smooth nose. Sample valve shall be a stop cock style 316 stainless steel body with lever handle with PTFE seals, ½" NPT male x spout by McMaster-Carr Model 4983K38 or approved equal. Permanent sample points shall also include a ½" NPT female x female 316 stainless steel ball valve with lockable t-handle by McMaster-Carr Model 45395K118 or approved equal upstream of sample valve. Temporary sample points may be constructed of PVC.

### 2.15 HOSE BIBBS

A. Hose bibbs for potable water shall be ¾" 304 stainless steel ¼ turn ball valve hose bibb with T handle – 200 psi WOG non-shock. Hose bibb to be American Granby IHBB75SSNHT or approved equal.

### **PART 3 - EXECUTION**

# 3.01 STAINLESS STEEL PIPE FABRICATION

A. Stainless steel pipe shall be fabricated or refurbished by Aerex Industries, Douglas Brothers, Felker Brothers Corp., or approved equal, which shall be the minimum standard of fabrication quality for this project. The shop shall carry ASME certifications for performing pipe fabrication and be able to provide pickling by submersion of all piping systems.

### B. Field Joints

Flanged joints shall be provided at all connections to valves, equipment, and specialties, and at the locations indicated on the Drawings. To facilitate installation, additional field welded joints may be provided. Additional field joints shall be kept to a minimum and their location shall be acceptable to the Engineer.

# C. Flanged Joints

The diameter and drilling of flanges furnished in the piping shall be coordinated with the flanges for the valves and other equipment to be installed in the piping and conform to the standards specified herein. Blind flanges shall conform in diameter, drilling, and thickness to the flanges to which they attach and shall be reinforced as required to produce an airtight joint.

### D. Threaded joints

Pipe threads shall conform to ANSI/ASME B1.20.1, NPT, and shall be full and cleanly cut with sharp dies. Not more than three threads at each pipe connection shall remain exposed after installation. Ends of pipe shall be reamed, after threading and before assembly, to remove all burrs.

Threaded joints shall be made up with Teflon threaded tape applied to all male threads.

# E. Welded joints

All welds shall be sound and free from embedded scale or slag, shall have tensile strength across the weld not less than that of the thinner of the connected sections, and shall be airtight. Butt welds shall be used for all welded joints in line pipe assemblies.

All welding shall be in accordance with the Process Piping Code", ANSI B31.3-1996.

Welders for all piping shall be qualified per ASME Code Section IX for welding carbon steel and stainless-steel piping, positions 2G and 5G. All welders will be required to present current qualification papers.

The Engineer shall have the right to perform any additional inspection of shop or field welds, at no additional cost to the Contractors, provided the welds pass the inspection. The Contractor shall repair all welds that fail inspection and burden the cost of retesting of any failed welds.

## F. Pickling

- 1. After shop fabrication, all stainless-steel pipe, fittings, and appurtenances shall be pickled and passivated in accordance with ASTM A380.
- 2. After shop fabrication, all stainless-steel pipe, fittings, and appurtenances shall be completely immersed for a minimum of 15 minutes in a pickling solution of 6 percent nitric acid and 3 percent hydrofluoric acid at 140 F. Parts shall be free from iron particles or other foreign material. A complete neutralizing operation, by immersion in a continuous fresh water bath, shall be required after the pickling operation. Passivate to uniform finish free of defects and scratches or pipe will be rejected. Electropolishing is not required.
- 3. Field pickling will not be permitted.

### G. Inspection and Testing

Inspection and testing by an independent laboratory will not be required at the fabricating or coating shop; however, the pipe manufacturer shall furnish an affidavit of compliance certifying that all materials used, and work performed comply with the specified requirements. Affidavits shall be furnished in accordance with the submittal section.

### H. Cleaning

All pipelines shall be clean and free of dirt, rocks, debris, or other foreign material of any kind when placed in service.

The interior of all pipe and fittings shall be thoroughly cleaned of all foreign matter, grease, oil, or other hydrocarbons before being installed and shall be kept clean until the work has been accepted.

# I. Drawings and Data

Drawings, specifications, and other data showing complete details of the fabrication, construction, verification that pickling will be performed, weld locations, and installation of pipe, fittings, specials, and connections, together with complete data covering all materials proposed for use, shall be submitted in accordance with the submittals section.

# J. Pressure Testing

Shall be in accordance with Section 02670.

### 3.02 EXAMINATION

A. Verify that building service connection and municipal utility water main size, location and invert are as indicated.

### 3.03 PREPARATION

- A. Where applicable, ream pipe and tube ends and remove burrs.
- B. Remove scale and dirt, on inside and outside, before assembly.
- C. Prepare pipe connections to equipment with flanges or unions.

#### 3.04 BEDDING

A. Excavate trench and install pipe bedding as specified in Section 02200, Earthwork, Excavation, and Backfill.

### 3.05 SURFACE CONDITIONS

### A. Inspection

- 1. Prior to all Work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this work may properly commence.
- 2. Verify that all equipment may be installed in accordance with all pertinent codes and regulations, the original design, shop drawings, and the reference standards.

# B. Discrepancies

- 1. In the event of discrepancy, immediately notify the Engineer.
- 2. Do not proceed with installation in area of discrepancy until all such discrepancies have been fully resolved.

### 3.06 PIPE INSTALLATION - GENERAL

- A. Take all precautions necessary to ensure that pipe, valves, fittings, and other accessories are not damaged in unloading, handling, and installation. Examine each piece of material just prior to installation to determine that no damage has occurred. Remove any damaged material from the site and replace with undamaged material. Exercise care to keep foreign material and dirt from entering pipe during storage handling and installation. Close ends of in-place at the end of any work period to preclude the entry of animals and foreign material.
- C. All pipe shall be laid in a dry trench.
- D. Use only those tools specifically intended for cutting the size and material and type pipe involved. Make cut to prevent damage to pipe or lining and to leave a smooth end at right angles to the axis of the pipe.

### 3.07 TAPPING MAINS

A. Tapping sleeves shall not be installed within 3' of any joint or fitting. Before installation of tapping tee, the area to be tapped and the tapping tee shall be cleaned with potable water. After all sand, dirt, and debris have been removed from the main, the tapping tee, the tapping valve and the area where the tapping tee is to be installed on the existing main shall be swabbed with a chlorine or bleach solution with at least 100 ppm of chlorine. After the tapping tee is attached to the main, the gate valve shall be closed and tapping tee and gate valve assembly shall be pressured tested at 150 psi for a minimum of 15 minutes with water. The Engineer or Owner's representative shall witness the pressure test. No visible leaks or loss of pressure well be accepted. After pressure testing, the main may be tapped. Only shell type cutters shall be used. The coupon from the hole that is cut shall be delivered to the Owner.

# 3.08 VALVES AND VALVE BOXES

- A. Install valves with operator stems in the vertical plane through the pipe axis and out of the plane of flow. Locate valves where shown on Drawings. Thoroughly clean before installation. Field test valves for satisfactory operation after installation.
- B. Equip all underground valves without gearing or operator switch valve boxes. Set box in alignment with valve stem centered on valve nut. Set the valve box to prevent transmitting shock or stress to the valve. Set the box cover flush with the finished ground surface or pavement.

# 3.09 PIPE PENETRATIONS

- A. Use sleeves where pipes, valve stem extensions, or equipment parts pass through poured in place concrete or masonry walls or slabs. Sleeves shall be either cast iron or fabricated steel wall pipe with intermediate flange seep ring of sufficient size to allow sealing around pipe and clearance for valve stems or equipment.
- B. Provide "Link Seal" pipe to wall closures manufactured by Thunderline Corporation, Wayne, Michigan, where shown on drawings or otherwise required. Seals shall be modular mechanical type, consisting of interlocking synthetic rubber links shaped to fill annular space between pipe and wall opening.
- C. Where new pipe must penetrate existing concrete walls of water bearing structures or into the top slab of potable water bearing structures, core drill to smooth inside finish and install with Link Seal. Seal any rebar exposure.
- D. Where new pipe must penetrate concrete wall on non-water bearing concrete structures, drill penetration in neat, workmanlike manner, install pipe, grout in place with non-shrink grout, and refinish surface to match adjacent.

#### 3.10 THRUST RESTRAINT

- A. Provide reaction anchors of concrete blocking, metal harness, retainer gland type or restrained joint type at all changes in direction of pressure pipelines and as shown on drawings.
- B. Concrete reaction anchors shall bear against undisturbed earth and shall be of the size and shape necessary to resist service conditions of the pipe.
- C. Use metal harness restraints as shown on drawings.
- D. Where retainer glands are used, extreme care shall be taken so that each set screw is tightened as recommended by the manufacturer before the pipe is backfilled and tested. Retainer glands shall not be used on non-metallic pipe, or on any pipe 10-inch or smaller.

### 3.11 PRESSURE TESTING AND DISINFECTION

A. Flush, test, and disinfect system in accordance with Section 02670.

### 3.12 FIELD QUALITY CONTROL

- A. Compaction testing shall be performed in accordance with notes in the drawings and Town of Jupiter Standards.
- B. If tests indicate Work does not meet specified requirements, remove work, replace, and retest at no cost to Owner.
- C. Frequency of Tests: Minimum of one test per pipe branch.

**END OF SECTION** 

PIPING AND VALVES 15100-14

2/3/2025 7:13 PM p. 177

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### **SECTION 015105**

#### **DIRECTIONAL BORING OF PIPE**

### **PART 1 - GENERAL**

### 1.01 DESCRIPTION

- A. This section includes materials, installation standards, and execution for the installation High Density Polyethylene (HDPE) pipe for this project by the directional bore installation method. Directional bore may also be referred to as Horizontal Directional Drill (HDD) throughout this and other sections.
- B. The Contractor shall furnish all labor, materials, equipment, and incidentals required for the horizontal direction drill (HDD) installation of pressure pipe, as shown on the Drawings and as specified herein. This includes retaining any specialized personnel required in the event of a frac-out during construction and as required to comply with permit conditions of approval. Contractor shall provide a frac-out plan in accordance with Section 1300.
- C. The Drawings show the Basis of Design for the HDD installations for this project. The entry and exit locations, minimum clearances, and horizontal location shown on the plan and profile drawings must be met by the installed pipe. The Contractor may utilize an alternative drill profile path than is shown on the drawings at no additional cost to the owner. Alternative path must remain within the easements or rights-of-way noted.
- D. Activites required for the HDD installations of pressure pipe, as shown on the Drawings and as specified herein, shall be performed in accordance with the conditions of the project permits complete with conditions, attachments, exhibits, and modifications as described in Section 01060.
- E. The Contractor shall determine if a casing pipe is needed to prevent frac-out or upheaval, settlement, cracking, movement, or distortion of the surface material including roadways, retaining walls, and channel bottom for any portion of the HDD installation. If the Contractor determines that a casing pipe is needed, then the materials and labor for installing the steel casing pipe shall be included in the base bid line item unit cost for the HDD pipeline.
- F. Contractor shall be responsible for all installation processes and procedures associated with the installation by horizontal directional drilling in accordance with this specification.

### 1.02 SUBMITTALS

- A. Submit shop drawings in accordance with the General Conditions, and Section 01300 and the following:
  - 1. The project drilling plan, pullback calculations signed and sealed by a Florida licensed professional engineer, and an emergency contingency plan (Frac Out Plan) shall be submitted and approved two weeks prior to the commencement of

DIRECTIONAL BORING OF PIPE 015105-1

2*28*/2026*2*4103 P401 AM p. 189

the directional drilling operations. If night time drilling and/or boring is to occur, the Contractor shall also submit a night-time drilling plan two weeks prior to the commencement of the directional drilling operations.

- 2. Prepare and submit project drilling plans for review by the Engineer. The project drilling plans shall include a list and description of materials and equipment to be used, anticipated noise emanation for all equipment, a description of each drill entry and exit angles, depth of pilot hole at points on a 30-ft interval along the drill, bend radius of the pipe, pullback monitoring plan, fluorescent dye monitoring plan, drill fluid disposal plan, technical information including a MSDS (Material Safety Data Sheet) for the drilling slurry compounds, drill fluid containment plan, and damage prevention provisions. If the Contractor determines that a casing pipe is needed, the drilling plan shall also include information on the materials and equipment to be used for the casing installation. The Contractor shall keep a copy of the drilling plan at the work site.
- 3. The following product data is required from the pipe supplier and/or fusion provider:
  - a. Pipe Size
  - b. Pressure Class per applicable standard
  - c. Color
  - d. Locate/Trace wire (2-provided)
  - e. Recommended Minimum Bending Radius
  - f. Recommended Maximum Safe Pull Force
  - g. Drilling equipment to be used
  - h. Fusion technician qualification indicating conformance with this specification
- 4. Pullback and service load calculations have determined that a minimum HDPE DR11 pipe (as indicated on the project drawings) is the minimum standard Dimensional Ratio for the forcemain pipe. These calculations are based on the conditions shown on the drawings and included within the specifications, including the carrier pipe being filled with water before it is pulled through the bore hole. Pipes shall NOT be thinner or smaller than indicated on the plans. If the contractor proposed installation of the HDD differs significantly from what is shown on the drawings and described herein, contractor shall provide calculations showing that the DR is adequate for this project, including calculations signed/sealed by an engineer licensed in the State of Florida, demonstrating that a factor of safety of at least 2.0 against buckling, pull back stress, and long term performance stress for the proposed carrier pipe material considering the materials, bore hole path, and equipment to be used for this installation. If it is determined that a thicker pipe material must be used, then the additional cost shall be borne by the contractor.
- 5. The Contractor is required to bring to the attention of the Engineer any known design discrepancies with these specifications and the actual drilling methods that the Contractor will be performing. This shall be stated in writing to the Engineer no later than the pre-construction meeting.
- 6. The Contractor shall prepare and submit a pilot bore record drawing to the Engineer prior to reaming the pilot bore hole. The Contractor is responsible for updating the pilot bore hole record drawing as work progresses and should submit the pilot bore record drawing to the Engineer within 48 hours of completing the pilot bore. After receiving the bore hole record drawing, the Engineer has 48 hours

DIRECTIONAL BORING OF PIPE 015105-2

p. 187

to state any objections to the pilot bore before the Contractor begins reaming the pilot bore hole.

- 7. Submit a flushing and pigging plan for cleaning the pipes after installation, including the specifics of the proposed pig.
- 8. Submit pipe fusion procedures, samples, and operator's qualifications as described in the execution part of this section.
- 9. Provide shop drawing submittal and sample of pipe, fused joint, and trace wire.
- 10. The following record drawings are required from the contractor specifically for the HDD installation in addition to the requirements contained in Section 01720:
  - a. The record plan and profile will reflect the actual installed alignment and reflect the horizontal offset from the baseline and depth of cover.
  - b. A daily project log, along with tracking log sheets, should they be used, shall be provided. Tracking log sheet data, should it be employed, shall include any and all that apply, including inclination, depth, azimuth, and hydraulic pull-back and rotational force measured.
- 11. The following record data is required from the contractor and/or fusion provider to the owner or pipe supplier upon request:
  - a. Approved datalogger device reports
  - b. Fusion joint documentation containing the following information:
    - 1. Pipe Size and Thickness
    - Machine Size
    - 3. Fusion Technician Identification
    - 4. Job Identification
    - 5. Fusion Joint Number
    - 6. Fusion, Heating, and Drag Pressure Settings
    - 7. Heat Plate Temperature
    - 8. Time Stamp
    - 9. Heating and Cool Down Time of Fusion
    - 10. Ambient Temperature

#### PART 2 - MATERIALS AND EQUIPMENT

# 2.01 PIPE AND FITTINGS

See Section 015100.

### 2.02 DRILLING SYSTEM EQUIPMENT

# A. GENERAL

The directional drilling equipment, as a minimum, shall consist of a directional drilling rig of sufficient capacity to perform the bore(s) and pull-back of the pipe(s), a drilling fluid mixing & delivery system of sufficient capacity to successfully complete the crossing, a guidance system to accurately guide boring operations, and trained and competent personnel to operate the system. All equipment shall be in good, safe operating condition with sufficient supplies, materials, and spare parts on hand to maintain the system in good working order for the duration of this

DIRECTIONAL BORING OF PIPE 015105-3

2/23/2026/274 1130 P4101 AM

project. All required equipment shall be included in the emergency and contingency plan as submitted per these specifications.

### B. DRILL PIPE

Drill pipe shall be steel with sufficient strength to withstand the maximum rated pullback and pushing load of the drilling equipment. Drill pipe and tool joints shall be flush and capable of transmitting maximum rated torque of the drilling equipment.

### C. DRILLING FLUID

Drilling fluid shall be bentonite and water formulated to move cuttings to the surface and lubricate the pipe during pullback. No other additives shall be added to the bentonite mixture without prior approval.

- 1. The water and additives shall be mixed thoroughly to assure the absence of any clumps or clods.
- 2. No hazardous additives may be used.
- 3. Drilling fluid shall be maintained at a viscosity sufficient to suspend cuttings and maintain the integrity of bore wall(s).
- 4. Drilling fluid shall be disposed of off-site in accordance with local, state and federal requirements and/or permit conditions.

### D. DRILLING FLUID MIXING SYSTEM

- 1. A drilling fluid mixing system shall be of sufficient size to mix and deliver drilling fluid for the project.
- 2. The mixing system shall be able to ensure thorough mixing of the drilling fluid. The drilling fluid reservoir tank shall be sized for adequate storage of the fluid.
- 3. The mixing system shall continually agitate the drilling fluid during drilling operations.

# E. DRILLING FLUID DELIVERY AND RECOVERY SYSTEM

- 1. The drilling fluid pumping system shall have a minimum capacity to supply drilling fluid in accordance with the drilling equipment pull-back rating at a constant required pressure.
- 2. The delivery system shall have filters or other appropriate in-line equipment to prevent solids from being pumped into the drill pipe.
- Used drilling fluid and drilling fluid spilled during drilling operations shall be contained and properly disposed of. The use of spill containment measures shall be maintained around drill rigs, drilling fluid mixing system, entry and

DIRECTIONAL BORING OF PIPE 015105-4

2*28*/2026*2*4103 PAI0 AM p. 188

- exit pits, and drilling fluid recycling system (if used) to prevent spills into the surrounding environment. Pumps, vacuum truck(s), and/or storage of sufficient size shall be in place to contain excess drilling fluid.
- 4. A closed-loop drilling fluid system and a drilling fluid cleaning system should be used to whatever extent practical, depending upon project size and conditions. Under no circumstances shall drilling fluid that has escaped containment be reused in the drilling system.

### F. DRILLING EQUIPMENT

- Drilling equipment shall be in good condition and designed to have sufficient power to drill the required length hole, backream, and pull the pipe as shown on the Drawings.
- 2. The drilling rig hydraulic system shall be of sufficient pressure and volume to power drilling operations. The hydraulic system shall be free from leaks.
- 3. Mixing, pumping, recycling, and holding/separation tanks shall be capable of delivering mixed drilling fluid to the cutting head. Drilling fluids recycling equipment including baffle tanks, shaker screen, de-sanding and de-silting hydro cyclones shall be utilized and designed to minimize spillage and quantities of drilling fluids necessary for these installations.
- 4. The machine shall be anchored to withstand the pulling, pushing, and rotating forces required to complete the project.
- 5. The drilling rig shall have a system to monitor pull-back hydraulic pressure during pull-back operations.

### G. DRILL HEAD

- The horizontal directional drilling equipment shall produce a stable fluid lined tunnel with the use of a steer-able drill head and any subsequent pre-reaming heads.
- 2. The system must be able to control the depth and direction of the drilling operation.
- 3. Drill head shall contain all necessary cutters and fluid jets for the operation, and shall be of the appropriate design for the ground medium being drilled.

### H. DRILLING CONTROL SYSTEM

- Calibration of the electronic detection and control system shall be verified prior to the start of the bore.
- The drilling head shall be remotely steer-able by means of an electronic or magnetic detection system. The drilling head location shall be monitored in three dimensions:
  - a. Offset from the baseline,
  - b. Distance along the baseline, and
  - c. Depth of cover.

DIRECTIONAL BORING OF PIPE 015105-5

2/23/1210262741130F4101 AM

3. Point of rotation of the head shall also be monitored.

### I. DOWNHOLE TOOLS

- 1. Cutting heads, backreamers, and hole openers shall be suitable for the soil and rock conditions anticipated by the Contractor.
- Grips, pulling heads, and swivels shall be compatible with the pipe material.
   Design these components to transmit without distortion the maximum rated pullback force of the equipment used. Grips, pulling heads, and swivels shall be specifically engineered for directional drilling applications.

### J. PIPE PULL HEADS

- 1. Pipe pull heads shall be utilized that employ a positive through-bolt design assuring a smooth wall against the pipe cross-section at all times.
- 2. Pipe pull heads shall be specifically designed for use with HDPE pipe, as applicable, and shall be as recommended by the pipe supplier.

### K. BREAK-OUT TOOLS

Remote breakout wrenches may either be manual or hydraulic and shall be used to connect or break tool joints forward of the drill rig. Drill rig rotational power shall not be used with remote wrenches to make or break tool joints.

### L. REMOTE TRACKING SYSTEM

Tracking equipment shall be capable of determining the location of the cutting head at ±1% of the depth.

# M. EMERGENCY SPILL EQUIPMENT

1. A Vactor Truck and Spill Kit shall be onsite and avaliable at all times.

## N. PIPE ROLLERS

- 1. Pipe rollers, if required, shall be of sufficient size to fully support the weight of the pipe during handling and pullback operations.
- 2. A sufficient quantity of rollers and spacing, per the pipe supplier's guidelines, shall be used to assure adequate support and excessive sagging of the product pipe.

### 2.04 CASING PIPE AND INSTALLATION EQUIPMENT

If the Contractor determines, or if the plans depict that a casing pipe is needed, the Contractor shall provide all of the material and equipment for installing the steel casing. The equipment shall be suitable for the soil conditions anticipated by the Contractor.

DIRECTIONAL BORING OF PIPE 015105-6

**2***28*/2026*2*4100 AM p. 199

### **PART 3 - EXECUTION**

### 3.01 DELIVERY AND OFF-LOADING

- A. Delivery, temporary storage, and handling of the pipe shall be in strict accordance with the recommendations of the manufacturer.
- B. All pipe shall be bundled or packaged in such a manner as to provide adequate protection of the ends during transportation to the site. Any pipe damaged in shipment shall be replaced as directed by the owner or engineer.
- C. Pipe should be loaded, off-loaded, and otherwise handled in accordance with AWWA M23, and all of the pipe supplier's guidelines shall be followed.
- D. Off-loading devices such as chains, wire rope, chokers, or other pipe handling implements that may scratch, nick, cut, or gouge the pipe are strictly prohibited.
- E. During removal and handling, be sure that the pipe does not strike anything. Significant impact could cause damage, particularly during cold weather.
- F. If appropriate unloading equipment is not available, pipe may be unloaded by removing individual pieces. Care should be taken to insure that pipe is not dropped or damaged. Pipe should be carefully lowered, not dropped, from trucks.

### 3.02 HANDLING AND STORAGE

- G. Any length of pipe showing a crack or which has received a blow that may have caused an incident fracture, even though no such fracture can be seen, shall be marked as rejected and removed at once from the work. Damaged areas, or possible areas of damage may be removed by cutting out and removing the suspected incident fracture area. Limits of the acceptable length of pipe shall be determined by the owner or engineer.
- H. Before installation of HDPE, check pipe and fittings for cuts, gouges in excess of 10% of the wall thickness, buckling, kinking, or splitting. Remove any pipe section containing defects by cutting out the damaged section in a complete cylinder.
- I. Pipe lengths should be stored and placed on level ground. Pipe should be stored at the job site in the unit packaging provided by the manufacturer. Caution should be exercised to avoid compression, damage, or deformation to the ends of the pipe. The interior of the pipe, as well as all end surfaces, should be kept free from dirt and foreign matter.
- J. Pipe shall be handled and supported with the use of woven fiber pipe slings or approved equal. Care shall be exercised when handling the pipe to not cut, gouge, scratch, or otherwise abrade the piping in any way.
- K. If pipe is to be stored for periods of six (6) or longer, the pipe should be shaded or otherwise shielded from direct sunlight. Covering of the pipe which allows for temperature build-up is strictly prohibited. Pipe should be covered with an opaque material while permitting adequate air circulation above and around the pipe as required to prevent excess heat accumulation.
- L. Pipe shall be stored and stacked per the pipe supplier's guidelines.

### 3.03 LOCATION AND PROTECTION OF UNDERGROUND UTILITIES

A. Correct location of all underground utilities that may impact the HDD installation is the responsibility of the Contractor, regardless of any locations shown on the

DIRECTIONAL BORING OF PIPE 015105-7

**2***28*/202624100P400 AM p. 195

- drawings or previous surveys completed.
- B. Utility location and notification services shall be contacted by the Contractor prior to the start of construction.
- C. All existing lines and underground utilities shall be positively identified, including exposing those facilities that are located within an envelope of possible impact of HDD installation as determined for the project specific site conditions. It is the Contractor and HDD system operator's responsibility to determine this envelope of safe offset from existing utilities. This will include, but is not limited to, soil conditions and layering, utility proximity and material, HDD system and equipment, and foreign subsurface material.

### 3.04 DRILLING LAYOUT AND TOLERANCES

- D. The drill path shall be accurately surveyed with entry and exit areas placed in the appropriate locations within the areas indicated on drawings. If using a magnetic guidance system, drill path will be surveyed for any surface geomagnetic variations or anomalies.
- E. Instrumentation shall be provided and maintained at all times that accurately locates the pilot hole, measures drill-string axial and torsional loads, and measures drilling fluid discharge rate and pressure.
- F. Entry and exit areas shall be drilled so as not to exceed the bending limitations of the pipe as recommended by the pipe supplier.

### 3.05 PILOT BORE

- A. Construct a pilot bore at the center line alignment and grade as shown in the drawings. Circulate drilling fluids to maintain an open bore at all times. The Contractor is responsible for updating the pilot bore hole record drawing as work progresses. Reaming shall not commence until successful completion of the path of pilot bore pulled from the end of the HDD path (exit pit) to the beginning location of the HDD path (entry pit). If the pilot bore could not be successfully completed, then do not proceed with the reaming procedure until the Owner, Owner's Representative, Engineer, and Contractor have met to discuss alternative options for the pipeline crossing. The pilot bore and reaming procedure shall be controlled by a magnetic survey system including accelerometers, magnetometers, connector wire, and survey probe. The guidance system shall be capable of measuring depth, location, pitch, and roll of the bore and shall be able to indicate depth up to 120 feet.
- B. The pipe bore shall follow the line and grade shown in the drawings. The pipe exit location shall be at the design location shown on the drawings with a tolerance of ±3 feet on line and a tolerance of ±3 feet on grade. The pipe shall remain within the right-of- ways and easements at all times, as shown on the drawings.
- C. Install the pilot bore in a manner that does not cause upheaval, settlement, cracking, movement, or distortion of the surface material.
- D. In the event that the pilot bore does deviate from the bore path, it may require contractor to pull-back and re-drill from the location along bore path before the deviation.

DIRECTIONAL BORING OF PIPE 015105-8

- E. If the Contractor determines that a casing pipe is needed on the pipe entry/exit side, then the casing pipe shall be installed prior to the construction of the pilot bore and the pilot bore shall be constructed to align with the casing pipe below the ground surface.
- F. The Contractor shall limit curvature in any direction to reduce force on the pipe during pull-back. The minimum radius of curvature shall be no less than that specified by the pipe supplier and as indicated on the drawings.

#### 3.06 DRILLING FLUIDS

A. Contain, clean-up, and dispose of any and all drilling fluid in accordance with state and federal regulations and permit conditions. Install erosion and sedimentation control measures including straw bales to prevent drilling mud from spilling out of the entrance/exit pit. The volume of bentonite in the drill string shall be monitored at all times during directional drill operations. Limit pressures in order to not buckle the surface of the pipe during installation.

### 3.07 WIRELINE GUIDANCE SYSTEM

- A. Use a surface monitoring wireline guidance system when conducting each drill. The surface grid shall consist of an energized wire coil laid-out and surveyed on the surface of the ground along the drill paths.
- B. Remove all surface grid coil wires from all drill paths after HDD installations are complete.

### 3.08 BORE HOLE REAMING AND PIPE INSTALLATION

- A. Upon complete acceptance of the pilot bore, pull the drill pipe back through the bore using an oversized back reamer larger than the proposed pipe to be pulled back through the bore hole. Repeat back reaming as necessary to enlarge the bore to provide sufficient clearance for the pipe.
- B. Multiple reaming passes shall be used at the discretion of the Contractor and shall conform to this specification.
- C. In the event of a drilling fluid fracture, returns loss, or other loss of drilling fluid, the Contractor shall be responsible for restoring any damaged property to original condition and cleaning up the area in the vicinity of the damage or loss.
- D. Attach pulling head and swivel and pull pipe through with closed end. Pull pipe back in one continuous pull to avoid closure of the bore hole. Fill the pipe with water prior to installation.
- E. Pipe shall be fused prior to insertion, if the site and conditions allow, into one continuous length.
- F. The HDPE pipe being pulled shall have two (2) separate locate/tracer wires attached to the pipe prior to being pulled. Each wire shall be No. 10 AWG stranded with a thick protective coating

DIRECTIONAL BORING OF PIPE 015105-9

- G. All HDD bores shall have two (2) 2-inch HDPE DR11 IPS conduits with two (2) pull strings/ropes pulled (attached) to the HDPE carrier pipe.
- H. Contractor shall handle the pipe in a manner that will not over-stress the pipe prior to insertion. Vertical and horizontal curves shall be limited so that the pipe does not bend past the pipe supplier's minimum allowable bend radius, buckle, or otherwise become damaged. Damaged portions of the pipe shall be removed and replaced.
- I. The pipe entry area shall be graded as needed to provide support for the pipe and to allow free movement into the bore hole.
- J. Install the pipe in a manner that does not cause upheaval, settlement, cracking, movement, or distortion of the surface material.
- K. The elevation of the casing and/or carrier pipe at the location of the connection point of the directional bore shall be 36" below the natural grade or at the elevation shown on the construction plans and shall be in a horizontal location for ease of connection to continuing mains. Should this not be possible due to the acute angle of the bore, the contractor shall furnish and install appropriate fittings to provide for a horizontal continuation.
- L. The pipe will be installed in a manner so as not to exceed the recommended bending radius and Safe Pulling Force established by the pipe supplier.
- M. The pipe shall be guided into the bore hole to avoid deformation of, or damage to, the pipe.
- N. The pipe may be continuously or partially supported on rollers or other Owner and Engineer approved friction decreasing implement during joining and insertion, as long as the pipe is not over-stressed or critically abraded prior to or during installation.
- O. A swivel shall be used between the reaming head and the fusible polyvinylchloride pipe to minimize torsion stress on the pipe assembly.
- P. Buoyancy modification shall be at the sole discretion of the Contractor, and shall not exceed the pipe supplier's guidelines in regards to maximum pull force or minimum bend radius of the pipe. Damage caused by buoyancy modifications shall be the responsibility of the Contractor.
- Q. The pipe shall be installed in a manner that does not cause upheaval, settlement, cracking, or movement and distortion of surface features. Any damages caused by the Contractor's operations shall be corrected by the Contractor.
- R. Upon completing the pipe installation, drilling materials inside the pipe shall be removed.
- S. If the Contractor determines that a casing pipe is needed or is called out on the drawings, the HDPE pipe shall be fitted with spacers if required to center the pipe in the annulus between casing pipe and the HDPE pressure pipe. Only two (2) casing spacers are required, one on each end of the casing, approximately 2ft

DIRECTIONAL BORING OF PIPE 015105-10

**2**25/202624100P401AM p. 198

inside the casing. pressure pipe. The annulus space shall then be grout-filled from the casing spacer to the end of the casing with a rubber boot.

#### 3.09 PIPE FUSION AND LAYOUT

- A. Join entire length of pipe to be pulled through bore prior to commencement of pullback operation. The joining method shall be the butt fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. Butt fusion joining shall result in a joint weld strength equal to or greater than the tensile strength of the pipe. Socket fusion shall not be used.
- B. Each operator performing fusion joining pipe shall be qualified in the use of the manufacturer's recommended fusion procedure(s) by appropriate training or experience in the use of the fusion procedure. A sample joint shall be fused according to the procedure that passes the following inspections and tests:
  - 1. The joint shall be visually examined during and after joining and found to have the same appearance as a photograph or sample of an acceptable joint that was joined in accordance with the procedure.
  - 2. The joint shall be tested or examined by one of the following methods:
    - a. Pressure and tensile test as described in 49 CFR 192.283
    - b. Ultrasonic inspection and found to be free of flaws that would cause failure
    - c. Cut into at least three longitudinal straps, each of which is:
      - 1). Visually examined and found to be free of voids or unbonded areas on the cut surface of the joint
      - 2). Deformed by bending, torque, or impact and if failure occurs, it must not initiate in the joint area.
- C. The contractor shall determine the location for laying out the joined fused pipe prior to pullback. Support weight of upland portions of the joined pipe on rollers and guide posts to minimize pullback forces and guide pipeline during pullback.

### 3.10 TESTING

- A. After completion of the joint fusing and before the pipe pullback, the pipe shall be pressure tested in accordance with Section 02670.
- B. Pullback pipe completely with locate/tracer wire and conduits per plans/specs.
- C. After completion of the HDD installation:
  - 1. Flush and test the pipe in accordance with Section 02670.
  - 2. Payment of pipe sections will only be provided for installed and successfully tested pipe.
  - 3. If the pipe does not pass the pressure test after installation, if feasible remove the entire pipe from the bore hole, repair the pipe, and perform pressure testing prior to reinstalling the pipe and again after reinstallation. If it is not feasible to remove the pipe without exceeding the manufacturer's

DIRECTIONAL BORING OF PIPE 015105-11 maximum allowable tensile stress for the pipe, the Contractor shall repeat the installation with another pipe along a similar route approved by the Owner, which meets the requirements of the original design at no additional cost to the Owner.

- 4. Testing of locate/tracer wire after completion shall demonstrate continuity. Payment contingent upon successful continuity test.
- 5. The HDPE pipe shall be tested for roundness by pulling a circular mandrel thru the pipe.

### 3.11 MECHANICAL JOINT ADAPTOR CONNECTIONS

A. See Sections 015100.

### 3.12 RESTORATION OF PAVED, IMPROVED AND UNIMPROVED AREAS

- A. The shoulders, ditches, banks, and slopes of roads crossed and paralleled shall be restored to their former condition and properly sodded so that they shall not wash out before becoming consolidated. Restoration shall be as required by the jurisdictional authority and as specified within the Contract Document. Road and crossings and parallel installations are to be continuously maintained until the completion of the work. No direct compensation shall be paid for Contractor's repair or maintenance of crossings and parallel installations.
- B. Within 14 days after completion of the directional drilling operations, the staging area shall be returned to its original condition. Paved surfaces shall be repaired and unpaved surfaces areas shall be restored.

**END OF SECTION** 

DIRECTIONAL BORING OF PIPE 015105-12

#### **SECTION 16000**

### **ELECTRICAL GENERAL REQUIREMENTS**

#### PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS

A. The general provisions of the Contract, including General Conditions, apply to all the work specified in the Electrical 16000 Sections.

### 1.02 LAWS, PERMITS, FEES AND NOTICES

A. Secure and pay all permits, fees and licenses necessary for the proper execution of the work. Submit all notices and comply with all laws, ordinances, rules and regulations of any public agency bearing on the work. Contractor shall be licensed Electrical Contractor in the county of construction.

### 1.03 DEPARTURES

A. If any departures from the Contract Drawings or Specifications are deemed necessary, details of such departures and the reasons therefore shall be submitted to the Engineer for advance written approval, prior to departure.

# 1.04 GUARANTEES

- A. Furnish written guarantee covering all materials, workmanship, labor and equipment for a period of one (1) year from the date of acceptance as described in the Contract General Conditions.
- B. The Owner reserves the right to operate and use all materials and equipment failing to meet the requirements of the Contract Documents until such unacceptable materials and equipment are replaced or repaired to the satisfaction of the Engineer.

## 1.05 AS-BUILT INFORMATION

A. A set of "red-lined" electrical drawings shall be carefully maintained at the job site. Actual conditions are to be put on the drawings in red on a daily basis so the drawings will continuously show locations and routes of conduits, pull-boxes, circuit numbers, and other information required by the Engineer.

#### 1.06 JOB SITE VISIT

A. Visit the project site before submitting a bid. Verify all dimensions shown and determine the characteristics of existing facilities which will affect performance of the work, but which may not be shown on drawings or described within these Specifications.

ELECTRICAL GENERAL REQUIREMENTS 16000-1

**2/23//2026**2**/4**1(30)**-4**(0) AM

### 1.07 CLEANUP

A. Maintain a continuous cleanup during the progress of the work and use appointed storage areas for supplies. The premises shall be kept free from accumulations of waste materials and rubbish.

### 1.08 CUTTING AND PATCHING

A. Cut and prepare all openings, chases and trenches required for the installation of equipment and materials. Repair, remodel and finish in strict conformance with the quality of workmanship and materials in the surroundings. Obtain written permission from the Engineer for any alterations to structural members before proceeding.

### 1.09 MAINTENANCE

A. Render all necessary measures to ensure complete protection and maintenance of all systems, materials and equipment prior to final acceptance. Any materials or equipment not properly maintained or protected to assure a factory new condition at the time of final acceptance shall be replaced immediately at no additional cost to the Owner.

#### 1.10 WATERPROOFING

A. Whenever any work penetrates any waterproofing, seal and render the work waterproof. All work shall be accomplished so as not to void or diminish any waterproofing bond or guarantee.

### **1.11 TESTS**

A. Conduct an operating test of equipment prior to the Engineer's approval. The equipment shall be demonstrated to operate in accordance with the requirements of these Specifications. The tests shall be performed in the presence of the Engineer or an authorized representative. The Electrical Contractor shall furnish all instruments, electricity and personnel required for the tests.

## 1.12 SUMMARY OF ELECTRICAL WORK

- A. The Contractor shall coordinate with the Electric Utility for the installation of a new 480/277V pad mounted transformer, traffic rated pull boxes, and FPL primary voltage Underground conduits, as indicated on the drawings. The contractor shall install the FPL furnished conduits, concrete pad for the service transformer, and the traffic rated pull boxes as provided by FPL.
- B. Provide all labor, materials, tools, supplies, equipment and temporary utilities to complete the work shown on the drawings and specified herein. All systems are to be completely installed and fully operational. Specifically, the work includes, but is not necessarily limited to:

ELECTRICAL GENERAL REQUIREMENTS 16000-2

- 1. Provide radio survey to make sure radio telemetry signal works well for the proposed RTU/well site.
- 2. Provide all power and control conduit terminations into equipment, pull boxes, terminal boxes, control panels, and the like; all conduit penetrations shall use putty duct seal.
- 3. Power coordination with FPL Power for new 600 Amps 480V meter Service as indicated on the drawings.
- Primary power conduits for FPL primary voltage underground service and pad mounted transformer concrete pad. Contractor shall also include installation of any FPL furnished pull boxes for their primary underground voltage raceways.
- 5. Power and control raceways and wires between electrical and mechanical equipment, see the electrical and PID drawings.
- 6. Power distribution including meter, main, MTS switch, distribution panelboard, Well control panels with VFD, control stations, PLC/RTU control panel equipment.
- 7. Grounding of electrical equipment and field instruments, surge protection.
- 6. Installation and connection of field I&C instruments.
- 7. Programming of PLC and SCADA system with well equipment and field instruments. Apply the City standards based on existing similar wells and their PLC and SCADA configuration.
- 8. Temporary and permanent power service as indicated on the drawings.
- 9. Testing and startup of equipment.
- 10. training and provide as-built, and O&M final shop drawings and manuals.

### 1.13 CONTRACTOR RESPONSIBILITES

- A. The General Contractor is ultimately responsible for all the coordination of its subs and vendors for equipment delivery, installation, testing, and operation to meet the requirements of these specifications and drawings.
- B. The Electrical Contractor shall coordinate with all other trades and its subs to properly match the electrical equipment to the mechanical equipment.

ELECTRICAL GENERAL REQUIREMENTS 16000-3

### 1.14 CODES AND STANDARDS

- A. General Applicable provisions of the following codes and standards and other codes and standards required by the State of Florida and local jurisdictions are hereby imposed on a general basis for electrical work (in addition to specific applications specified by individual work sections of these specifications):
  - 1. U.L.: Electrical materials shall be approved by Underwriters' Laboratories, Inc. This applies to materials which are covered by U.L. standards. Factory applied labels are required.
  - National Electrical Code.
  - 3. OSHA: Standards of the Occupational Safety and Health Administration are to be complied with.
  - 4. NEMA: National Electrical Manufacturers Association Standards are to be met wherever standards have been established by that agency and proof is specifically required with material submittals for switchboards, motor control centers, panelboards, cable trays, motors, switches, circuit breakers and fuses.
  - 5. ANSI: America National Standards Institute
  - 6. NESC: National Electrical Safety Code

## 1.15 RELATED SPECIFICATION

- A. See Specification Section 11930 and 11932 for submersible pumps.
- B. See Specification Section 13441 for instrumentation components.

# 1.16 ELECTRICAL TEMPORARY FACILITIES

A. The Electrical Contractor shall include in his bid the cost of furnishing, installing, maintaining and removing all materials and equipment required to provide temporary light and power to perform his work during construction and until work is completed.

# B. Safety

- All reasonable safety requirements shall be observed to protect workers and the public from shock and fire hazards. Ground fault interrupters shall be employed in accordance with codes.
- 2. Ground wires are required in all circuits. Ground poles are required on all outlets. All metallic cases shall be grounded.
- Raintight cabinets shall be used for all equipment employed in wet areas.

ELECTRICAL GENERAL REQUIREMENTS 16000-4

**2/23/12026/24** 1130 F4101 AM p. **299** 

### 1.17 EXCAVATING FOR ELECTRICAL WORK

#### A. General

1. Excavation or drilling, backfill and repair of paving and grassing is to be in the bid of the Electrical Contractor. The actual work need not be performed by electrical trades. However, the Electrical Contractor is responsible for all excavation, drilling, dewatering, backfilling, tamping and repair of pavements and grassing required in support of electrical work. All areas disturbed by electrical work shall be repaired to their original condition, or as indicated on the drawings.

#### B. Coordination

- The Electrical Contractor must check for existing utilities before commencing any excavation or drilling. Close coordination shall also be carried out during the demolition of existing equipment and maintaining the operation of the existing lift station equipment through bypass pumping.
- 2. Contract drawings and other trades are to be consulted to avoid interferences with other utilities on this project.
- In the event of damage to existing utilities, the Engineer shall be immediately notified, and damage shall be immediately repaired.
- 4. The Owner is to be consulted to ascertain locations of existing interferences by referring to "As Built" drawings and Owner's experience. The excavations are to be scheduled at the Owner's convenience.

### C. Precautions

1. The Electrical Contractor must take every reasonable precaution to avoid interferences. In the vicinity of a suspected interference, excavations shall be dug by hand.

### 1.18 ELECTRICAL SUBMITTALS

# A. Submittals for Approval

- 1. Refer to Contract General Conditions for additional instructions on the General Conditions and this Section, the more stringent requirements shall apply.
- 2. Shop Drawings and manufacturer's data sheets are required for all electrical materials.
- 3. Submittals will not be accepted for partial systems. Submit all materials for each specification section at one time. Submittals

ELECTRICAL GENERAL REQUIREMENTS 16000-5

2*128*//2026*27*41730F4101 AM p. **295** 

must be arranged, correlated, indexed and bound in orderly sets for ease of review.

- 4. Samples are to be supplied for any substitute as requested by the Engineer.
- 5. Shop drawings shall be submitted electronically.
- 6. Submit shop drawings, manufacturer's data and certifications on all items of electrical work prior to the time such equipment and materials are to be ordered. Order no equipment or materials without approval from the Engineer. Submittals will not be accepted for partial system submittals; submit all data at one time. Submittals will be promptly returned, approved, approved as noted, or not approved. Items "approved as noted" must be changed to comply with the Engineer's comments and need not be resubmitted for "approved" status. Items "not approved" are not suitable, requiring completely new submittals.
- 7. Time delays caused by rejection of submittals are not cause for extra charges to Owner or time extensions. Contractor shall be responsible for investigating existing systems or shop drawings in order to fully integrate the new equipment into the system. Adequate shop drawings may or may not exist for all existing systems.

## B. Operation and Maintenance Manuals

- Submit to the Engineer five (5) copies of all manufacturer's service installation and operation manuals, instructions and bulletins. These manuals shall be subject to review of the Engineer. If acceptable they shall be forwarded to the Owner. If not acceptable they shall be returned to the Contractor for revision and resubmittal. Manuals shall contain, but not be limited to, the following:
  - a. Brief description of system and basic features.
  - b. Manufacturer's name and model number for all components in the system.
  - c. List of local factory authorized service companies.
  - d. Operating instructions.
  - e. Maintenance instructions
  - f. Trouble shooting instructions
  - g. Manufacturer's literature describing each piece of equipment.

ELECTRICAL GENERAL REQUIREMENTS 16000-6

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- h. Power and control wiring diagrams
- Parts lists

### 1.19 ELECTRICAL PRODUCTS

### A. Standards Products

1. Unless otherwise indicated in writing by the Engineer, the products to be furnished under this Specification shall be the manufacturer's latest design. Units of equipment and components of the same purpose and rating shall be interchangeable throughout the project. All products shall be newly manufactured. Defective equipment or equipment damaged in the course of installation or test, shall be replaced or repaired in a manner meeting with the approval of the Engineer at no additional expense to the Owner.

## B. Delivery, Storage and Handling

 Deliver products to project properly identified with names, model numbers, types, grades, compliance labels and similar information needed for distinct identification; adequately packaged or protected to prevent deterioration during shipment, storage and handling. Store in a dry, well ventilated, indoor space, except where prepared and protected by the manufacturer specifically for exterior instructions for storage locations.

### C. Substitutions

 Comply with instructions in the Contract General Conditions and Special Conditions and obtain pre-approval of the Engineer regarding substitutions.

## 1.20 ELECTRICAL IDENTIFICATION

A. Color Coding Conductor colors shall be in accordance with the N.E.C. and NFPA requirements. Refer also to applicable sections of these specifications. Three phase feeder and branch circuits shall be identified as follows:

### B. Nameplates

 The following items shall be equipped with nameplates: All motors, motor starters, motor control centers, pushbutton stations, control panels, time switches, disconnect or relays in separate enclosures, receptacles, wall switches, high voltage boxes and cabinets. All light switches and outlets shall carry a phenolic plate with the supply identified. Special Electrical

ELECTRICAL GENERAL REQUIREMENTS 16000-7

- systems shall be identified at junction and pull boxes, terminal cabinets and equipment racks.
- 2. Nameplates shall adequately describe the function of the particular equipment involved. Nameplates for panelboards and switchboards shall include the panel designation, voltage and phase of the supply. For example, "Panel A, 277/480V, 3phawe, 4-wire". The name of the machine on the motor nameplates for a particular machine shall be the same as the one used on all motor starters, disconnect and P.B. station nameplates for that machine. Normal power nameplates shall be laminated phenolic plastic, white front and back with black core, with lettering etched through the outer covering; black engraved letters on white background. Lettering shall be 3/16 inch high at pushbutton stations, thermal overload switches, receptacles, wall switches and similar devices, where the nameplate is attached to the device plate. At all other locations, lettering shall be 1/4 inch high, unless otherwise detailed on the Drawings. Nameplates shall be securely fastened to the equipment with No. 4 Phillips, round-head, cadmium plated, steel self-tapping screws or nickel-plated brass bolts. Motor nameplates may be non-ferrous metal not less than 0.003 inch thick, die stamped. In lieu of separate plastic nameplates, engraving directly on device plates is acceptable. Engraved lettering shall be filled with contrasting enamel. Equipment nameplate schedule for all equipment shall be submitted with shop drawing submittal for Engineer's approval.

### 1.21 SKILLED ELECTRICAL CRAFTSMEN

- A. Contractor shall employ and staff the project with skilled Craftsmen experienced in the project requirements.
- B. As a minimum, a Licensed Journeyman Electrician shall be present on the project at all times.
- C. Other skilled persons shall be present as the project requirements dictate including manufacturers representatives, start-up technicians, Engineers, etc.

#### **END OF SECTION**

ELECTRICAL GENERAL REQUIREMENTS 16000-8

### **SECTION 16050**

### **BASIC MATERIALS AND METHODS**

### PART 1 - GENERAL

### 1.1 SUBMITTALS

A. Submit data sheets on all items per Section 16000.

### 1.2 CODES AND STANDARDS

- A. General applicable provisions of the following codes and standards and other codes and standards required by the State of Florida and local jurisdictions are hereby imposed on a general basis for electrical work (in addition to specific applications specified by individual work sections of these specifications):
  - 1. U.L.: Electrical materials shall be approved by the Underwriters' Laboratories, Inc. This applies to materials which are covered by U.L. standards. Factory applied labels are required.
  - National Electrical Code
  - 3. OSHA: Standard of the Occupational Safety and Health Administration are to be complied with.
  - 4. NEMA: National Electrical Manufacturers Association Standards are to be met wherever standards have been established by that agency, and proof is specifically required with material submittals for switchboards, motor control centers, panelboards, cable trays, motors, switches, circuit breakers, and fuses.
  - ANSI: American National Standards Institute
  - 6. NESC: National Electrical Safety Code

### **PART 2 - PRODUCTS**

### 2.1 GROUNDING MATERIALS

- A. All ground rods shall be 20-foot 5/8" copperclad, unless otherwise indicated.
- B. Around wires shall be soft drawn copper sized per National Electrical Code, unless otherwise indicated.

### 2.2 CONDUIT

A. PVC Conduit

1. PVC conduit shall be Schedule 80 or Schedule 40 unless otherwise noted and shall be U.L. approved. Comply with Federal Spec WC-1094 and NEMA TC-.

#### B. Flexible Conduit

- 1. All flexible conduits shall be liquidtight, made of corrosion resistant plated steel with extruded polyvinyl covering and watertight connectors.
- C. Refer to schedule in drawing for location requirements.

# 2.3 CABLE, WIRE AND CONNECTORS

## A. 600 Volt Power Wiring

- 1. Individual conductors shall be rated for 600 volts and shall meet the requirements below:
  - Conductors shall be stranded.
  - b. All wire shall be brought to the job in unbroken packages and shall bear the date of manufacturing; not older than 12 months.
  - c. Type of wire shall be THWN except where required otherwise by the contract drawings.
  - d. No wire smaller than No. 12 gauge shall be used unless specifically indicated.
  - e. Conductor metal shall be copper.
  - f. All conductors shall be meggered after installation. Megger testing shall exceed 50 mega ohms.
- 2. Multi-conductor cables shall be type TC UL 1277 THWN, PVC jacketed 600V with conductor and quantities as indicated.

### B. Instrumentation Cable

1. Process instrumentation wire shall be 16 gauge twisted pair, 600 V., aluminum tape shielded, polyvinyl chloride jacketed, as manufactured by the American Insulated Wire Co., Eaton Corp., or equal. Multiconductor cables with individually shielded twisted pairs shall be installed where indicated.

### C. Control Cable

 Multiconductor control tray cable shall be stranded 14-gauge, 600 V. THWN insulated overall shielded with PVC jacket, as manufactured by the American Insulated Wire Co., Eaton Corp., or equal.

> BASIC MATERIALS AND METHODS 16050-2

**2**28/1/20/26/27**4** 1130 P4101 AM

# 2.4 TERMINATIONS AND SPLICES (600 VOLTS AND LESS)

- A. Terminations of power cable shall be by means of U.L. approved connectors. All connectors shall meet U.L. 486B and shall be compatible with the conductor material.
- B. Terminate all control and instrumentation cable with fork type compression lugs.
- C. Splicing of power, control, or instrumentation wiring will not be allowed except by written approval of the Engineer. Where splicing is allowed, splices shall be made with approved compression connectors, and splices shall be made waterproof regardless of location.

## 2.5 BOXES

A. Boxes for wiring devices, switches and receptacles installed outdoors shall be weatherproof fiberglass with polycarbonate cover plates.

### 2.6 PULL BOXES AND SPLICE BOXES

### A. Location

- 1. Units used outdoor or in a damp or corrosive environment shall be 316 ss or fiberglass unless otherwise indicated on plans.
- 2. Units used indoors in dry and clean environments shall be NEMA 1.

# B. Size

1. Units shall be sized per NEC as minimum.

# C. Required Units

1. Plans depict minimum requirements. Additional units shall be provided as may be required to complete raceway systems.

#### 2.7 MOUNTING AND SUPPORTING ELECTRICAL EQUIPMENT

- A. Furnish and install all supports, hangers, and inserts required to mount fixtures, conduits, cables, pull boxes, and other equipment.
- B. Support system used indoors in clean, dry and air-conditioned areas shall be galvanized steel.
- C. Perforated straps and wires are not permitted for supporting electrical devices. Anchors shall be of approved types.
- D. All supports, hangers, hardware, etc. used outdoors or in in non-air-conditioned indoor areas or in hazardous areas shall be non-ferrous, corrosion resistant or

BASIC MATERIALS AND METHODS 16050-3

- 316 stainless steel. Supports shall be selected to avoid galvanic reactions. Support devices shall be submitted for approval.
- E. Provide trapeze, bridge systems or wall bracketed cantilevered system to support the raceway system.
- F. Spacing of support systems shall be per NEC. Provide spacing of conduits according to the NEC and the materials used. For PVC conduit, refer to NEC table 347-8.
- G. Plans depict minimum requirements. Provide additional units as required to complete raceway system.

## 2.8 PANELBOARDS

- A. Provide panelboard of the voltage and type called out on the drawings.
  - 1. Approved panelboard vendors shall be SQ D and Eaton panelboards, rated for outdoor use as listed in the drawings.
  - 2. Panelboards shall include breaker units of the type and AIC rating capabilities as listed in the drawings.

### 2.9 DUCT SEAL

- A. Provide Garvin Industries' duct seal or an approved equal
- B. Provide and install duct seal at all conduit ends for all new conduit installations.
- C. Duct seal shall be used to seal around junction boxes, control panels and the like. It shall be a permanently soft, non toxic compound. It shall also not affect other plastic materials or corrode metals.
- D. Duct seal shall be applied to the control panel conduit penetrations, VFD enclosure penetrations, analog and discrete terminal boxes conduit penetrations, MCC conduit penetrations, and disconnects. Apply to each penetration but not more than 20-2" conduits per panel.

## **PART 3 - EXECUTION**

#### 3.1 GROUNDING

- A. Provide ground system as indicated on the drawings and as required by the National Electrical Code.
- B. All raceways require grounding conductors. Metallic raceways are not adequate grounding paths. Bonding conductors through the raceway systems shall be continuous from main switch ground buses to panel ground bars of the panelboards, and from panel grounding bars of panelboards and motor control centers to branch circuit outlets, motors, lights, etc. THESE GROUND

CONDUCTORS ARE REQUIRED THROUGHOUT THE PROJECT REGARDLESS OF WHETHER CONDUIT RUNS SHOW GROUND CONDUCTORS ON THE DRAWINGS.

- C. All connections made below grade shall be of the exothermic type.
- D. The grounding system test shall not exceed a 48-hour span dry resistance of 10 ohms. Additional grounding to meet this requirement shall be installed at no extra cost. Grounding and bonding connections shall not be painted.

### 3.2 CONDUIT

## A. Locations:

Conduits shall be used as follows:

1. Refer to schedule on plans.

### B. Installation

- 1. Conduits subjected to rough handling or usage shall be removed from the premises.
- Conduits must be kept dry and free of water or debris with approved pipe plugs or caps. Care shall be given that plugs or caps be installed before pouring of concrete.
- 3. Where conduits pass through exterior concrete walls or fittings below grade, the entrances shall be made watertight.
- 4. Infurred ceilings, conduit runs shall be supported from structure, not furring.
- 5. Conduits entering panelboards, pull boxes, or outlet boxes shall be secured in place by galvanized locknuts and bushings, one (1) locknut outside and one (1) locknut inside of box with bushing on conduit end. The locknuts shall be tightened against the box without deforming the box. Bushings shall be of the insulating type.
- 6. Field conduit bends shall be made with standard tools and equipment manufactured especially for conduit bending.
- 7. Where embedded conduits cross expansion joints, furnish and install offset expansion joints or sliding expansion joints. Sliding expansion joints shall be made with straps and clamps.
- 8. Exposed runs of conduits shall be installed with runs parallel or perpendicular to walls, structural members or intersections of vertical planes and ceilings, with right angle turns consisting of symmetrical bends. No attempts are made in plans to show required pull boxes,

- gutters, etc. necessary for the construction of the raceway system but the Contractor shall provide these raceways as may be required.
- 9. Conduits in structural slabs shall be placed between the upper and the lower layers of reinforcing steel, requiring careful bending of conduits. Conduits embedded in concrete slabs shall be spaced not less than eight (8) inches on centers or as widely spaced as possible where they converge at panels or junction boxes. Conduits running parallel to slab supports, such as beams, columns and structural walls shall be installed not less than 12 inches from such supporting elements. To prevent displacement during concrete pour, saddle supports for conduit, outlet boxes, junction boxes, inserts, etc., shall be secured.
- 10. Conduit runs shall always be concealed except where indicated on plans.
- 11. Pull lines shall be installed in all empty conduits. All pull wires shall be identified with conduit number at each end.
- 12. Where conduits are run individually, they shall be supported by approved pipe straps secured by means of toggle bolts or tapcons on hollow masonry; tapcons on concrete or solid masonry; machine screws or bolts on metal surfaces and wood screws on wood construction. The use of perforated straps or wires will not be permitted.
- 13. Wire shall not be installed until all work of any nature that may cause damage is completed, including pouring of concrete. Mechanical means shall not be used in pulling in wires No. 8 or smaller.
- 14. Underground conduits not under concrete slabs are to be buried at least two (2) feet below finished grade for circuits rated 600 volts or less, except under traffic areas where motor vehicles may cross. Under traffic areas, conduits are to be buried at least three (3) feet below finished grade.
- 15. All conduits shall be cleaned by pulling a brush swab through before installing cables.
- 16. All conduits shall be sealed at each end with electrical putty. Special care shall be taken at all equipment where entrance of moisture could be detrimental to equipment. Approved backing gauze is required prior to the installation of conduit putty.
- 17. A maximum of two (2) feet of flexible conduit shall be used at connections of all motors, transformers, motor operated valve and gates, instruments and other items of equipment where vibration is present. It shall be supported where required with stainless steel bands.
- 18. PVC conduit shall be supported to walls and slabs using carlon snap strap conduit wall hangers. Two-hole PVC conduit clamps shall not be permitted.

19. Provide tagging for all raceways.

## 3.3 WIRES, CABLES AND CONNECTIONS

- A. Cables pulled into conduits shall be pulled using pulling eyes attached to conductors.
- B. Shields shall be grounded at only one termination point.

### 3.4 BOXES

- A. Installation of boxes shall be in accordance with the National Electrical Code requirements.
- B. Boxes shall be mounted plumb and level in accessible locations and mounting shall be secure, vibration resistant and galvanically compatible. Hardware shall be used that is specifically intended for the purpose. When mounted in corrosive, damp or wet locations, stainless steel hardware shall be utilized.

## 3.5 WIRING DEVICES

- A. Wiring devices shall be installed in device boxes approved for the application. All connections shall be made with screw terminals. Wiring devices shall be Leviton or approved equal.
- B. Wire devices on UPS systems shall be isolated ground, colored orange.
- C. Cover plates shall be provided as follows except as otherwise noted.
  - 1. Interior finished area brush alum.
  - 2. Wet areas gasketed plastic with flip cover.
- D. Receptacles installed outdoors, below grade, or in areas other than clean and dry environments shall be GFI and weatherproof. Receptacles shall be weatherproof with cords plugged in.

#### 3.6 SUPPORTING DEVICES

- A. All items shall be supported from the structural portion of the building and studs, except standard ceiling mounted lighting fixtures and small devices may be supported from ceiling system where permitted by the Engineer. However, no sagging of the ceiling will be permitted. Supports and hangers shall be types approved by Underwriters' Laboratories.
- B. All floor-mounted devices (switchboards, motor control centers, transformers, etc.) shall be securely anchored to the floors. Where recommendations are made by manufacturer, these recommendations shall be followed.

## 3.7 CLEANING

A. All electrical equipment enclosures shall be thoroughly cleaned before acceptable by the Owner. As a minimum, Contractor shall remove all debris including stripped wire insulation, dirt, debris.

**END OF SECTION** 

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BASIC MATERIALS AND METHODS 16050-9

**2/23//202824**1030**P410**I AM p. **203** 

### **SECTION 16681**

### **VARIABLE FREQUENCY DRIVE**

#### PART 1 – GENERAL

## 1.1 WORK INCLUDED

- A. Drives shall be provided by the I&C contractor providing the Well control panels and PLC/RTU control panels. Contractor shall provide all equipment for a complete and functional system. Contractor shall receive, handle, install and assist in checkout of the units. Contractor shall coordinate all furnished equipment.
- B. Provide a complete U.L. listed Variable Frequency Drive (VFD) systems as specified within and as indicated on the drawings. System shall be provided complete with all necessary accessories and appurtenances as required for a completely functional system ready for immediate use.
- C. Units shall be provided as specified here in and in the specification section 16901 I&C Systems, and as indicated on the drawings.
- D. Like items of equipment provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, operation and maintenance.
- E. See CONDITIONS OF THE CONTRACT and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the Work specified herein and are mandatory for this project.
- F. Drive shall be provided as enclosed units part of the well control panel. Units packaged by others will be rejected.
- G. Drives shall interface with field instruments via the PLC equipment in the RTU/PLC control panel, as indicated on the drawings. All interfacing between the drives and the PLC shall be hard wired discrete and analog.
- H. VFD Supplier shall obtain full load amps from motor supplier before the bid and size VFD amps for 115% of full load amps.
- I. The VFD enclosure shall not be airconditioned, instead the VFD shall be installed within the UL 508 control panel enclosure with the heatsink component installed exposed along the rear exterior of the enclosure (covered by sun shields). The enclosure shall be NEMA 3R rated (316SS) with hooded intake and exhaust fans for internal ventilation/cooling of the VFD enclosure.
- J. Refer to the drawings. Include indicated requirements.

### 1.2 SUBMITTALS

A. Submittals shall be made in accordance with the requirements of Section 01300 – Submittals.

VARIABLE FREQUENCY DRIVE 16681-1

**2/23//2026**2**4**1130**P410**I AM

- B. Fully Engineered shop drawings specific for this project shall be submitted to the Engineer for review and comment. Vendor shall clearly indicate his conformance to the requirements of this specification. Along with standard literature, a detailed schematic and assembly drawings shall be provided. A recommended statement shall be provided. Vendor shall not release the unit for manufacture without approved shop drawings.
- C. Complete set of Operation and Maintenance Manuals shall be submitted in accordance with Section 01730 Operation and Maintenance Data. O&M Manuals shall be provided prior to start-up.
- D. Warranty information shall be submitted in accordance with Section 01740 Warranties and Bonds.

### 1.3 QUALITY ASSURANCE

A. All equipment furnished under this specification shall be new and unused, shall be the product of a manufacturer having a successful record of manufacturing and servicing the equipment specified herein for a minimum of two (2) years.

### 1.4 WARRANTIES

A. Provide a full warranty covering labor, materials, the services of a factory authorized technician including all expenses for a period of one year, to begin after Owner's start-up and acceptance of the drive. During this period, manufacturer shall repair any failures associated with the drive.

## 1.5 MANUFACTURERS, NO EQUAL

- A. Yaskawa
- B. Eaton/Cutler Hammer
- C. Altivar/SQ D
- D. ABB

#### **PART 2 - PRODUCTS**

## 2.1 VARIABLE FREQUENCY DRIVE (VFD)

- A. Technology
  - 1. Units below 100HP shall be provided with 6 pulse technology with 3% line reactors and output filters.
  - 2. Units above 200HP and above shall be provided with 18 pulse technology with phase shifting isolation transformer and output filters integrated into the single enclosure.

- 3. Units shall meet or exceed the requirements of IEEE 519. Provide additional labor and materials as may be required. Submit calculations for review and approval.
- B. Provide fully engineered Variable Frequency Drive (VFD) system for use with the pump/motor application shown on plans.
  - 1. Minimum drive inverter amps of output shall not be less than the amps as listed in Table 430-150 of the latest issue of the National Electrical Code.
  - 2. Minimum drive overload capability shall not be les than 110% of the output rated amps for 60 seconds.
  - 3. Coordinate with pump requirements to verify speed and torque requirements
  - 4. Coordinate with vendors and equipment suppliers regarding constant or variable torque applications and torque of the driven load. Provide units per applications.
- C. As a minimum, include the following features:
  - 1. Exterior front cabinet door mounted equipment shall be as follows:
    - a. Programmer/Monitor/Display through Keypad only
  - 2. Circuit breaker connected to the door handle.
  - 3. Control power transformer with control circuitry and control logic as specified and as indicated on the drawings.
  - 4. Drive be hardwired with the PLC systems in the RTU/PLC control panel, see drawings.
  - 5. Provide all I/O modules including special relay modules for each type of I/O as may be required to make each drive system fully functional. Refer to the drawings.
  - 6. Joslyn lightning arrestors, Surgitron, 1454-01 or an approved equal wired to the line side of the disconnect.
  - 7. 6-spare fuses of each size and type used shall be provided.
  - 8. Provide Transcoil KLC output filters internal to the drive.
- D. Operation
  - 1. Keypad/Menu selection Local or Remote
    - a. Discrete control

- (i) Local: Drive starts when the VFD Keypad RUN button is depressed.
- (ii) Remote: The Drive will start/stop when commanded via the hard-wired connection.
- (iii) Speed can be adjusted in manual mode through keypad. In Remote mode through speed reference via hard wired connection.
- (iv) default values will be 0 Hertz for minimum speed and 60 Hertz for maximum speed. In local mode the speed can be manually set through the keypad, or remotely setup through SCADA control via hard wired connection
- E. Enclosures shall be NEMA 3R, 316SS, painted white, with top, sides, and front sunshields as indicated on the drawing panel details; this shall include sun shields and externally mounted (along the rear) the drive's heatsink, see the drawings.
  - 1. Dimensions are critical plans to indicate maximum space requirements. Unit shall fit in allowed space. Inform Engineer if there are layout issues.
  - Maximum dimensions shall be as indicated on the drawings.
     Dimensions are critical. Larger units than allowed in plan shall be rejected. Confirm dimensions before bidding.
  - Provide venting at rear of control panel for the VFD heatsink so there is no heat being introduced into the control panel by the VFD. This shall also include the CPT as this shall be externally mounted, see specifications section 16901 and the drawings.

## 2.2 VFD DESIGN

### A. General

 Supplier shall construct the drive to properly control internal and external equipment. No attempt is made to specify or indicate on drawings, all required equipment but rather to set forth the minimum requirements.

## B. Engineering

1. Supplier shall provide system engineering and produce detailed fully engineered, coordinated and completed drawings.

#### C. Construction

- 1. Drive construction shall be per these specification and drawings.
- D. Signal and Control Circuit Wiring

 Wire Type and Sizes: Conductors shall be flexible stranded copper wire; these shall be UL listed TFFN, THWN, THHN and shall be rated 600v. Wire for control signal circuits shall be #16 AWG unless otherwise noted. All instrumentation cables shall be shielded #18 AWG with a copper drain wire unless otherwise noted.

# E. Wiring Instrumentation

- All wires shall be run in plastic wireways except (1) field wiring, (2) wiring between mating blocks in adjacent sections, (3) wiring run from components on a swing-out panel to components on a part of the fixed structure, (4) wiring run to panel mounted components on the door and the like. Wiring run on a swing out panel to other components on a fixed panel shall be made up in nylon wire ties bundles and secured so that bundles are not strained at the terminals.
- 2. Wiring run to control devices on the front panels shall be tied together at short intervals with nylon ties and secured to the inside face of the panel using adhesive mounts and adhesive strips.
- Wiring to rear terminals on panel mounted instruments shall be run in plastic wares secured to horizontal brackets run above or below the instruments in the same plane as the rear of the instruments.
- 4. Shields of instrument cable shall only be grounded on one side of each circuit. The side to be grounded shall be nearest the source of excitation.
- 5. Care shall be exercised to properly insulate the ungrounded side of the loop to prevent ground loops from occurring.
- 6. Conformance to the above wiring installation requirements shall be reflected by details shown on the shop drawings for the Engineer's review.

### F. Ethernet Communications

1. No Ethernet communication shall be used here, instead discrete and analog twisted shielded pairs shall be used between each drive and the PLC I/O.

## G. Grounded Terminals

- 1. Grounding terminals are NOT to be used. All grounding shall be provided from non-grounded terminals to a single isolated grounding bus inside the control panel, this grounded bus is grounded to the external site ground.
- H. Wire Marking

 Each signal, alarm, control, and indicating circuit conductor connected to a given electrical point shall be designated by a single unique number which shall be shown on all shop drawings. These numbers shall be marked on all conductors using white plastic heat shrink sleeves with typewritten characters. Instrument signal conductors shall be tagged with unique multiple digit numbers. Wires from the circuit breaker panelboard shall be tagged indicating the branch circuit breaker number.

#### H. Terminal Blocks

 Compression type terminal blocks shall be molded plastic with barriers and box lug terminals, and shall be rated 15 amps at 600v and mounted securely to DIN rails. White marking strips fastened to the molded sections shall be provided and wire numbers and circuit identifications shall be marked thereon with machine printed marker on top. Terminal blocks shall be IEC style by Entrelec M416 or an approved equal.

#### I. Wire Color

 Wire color shall be, Line Power – Black; Neutral or common – White; AC Control – Red; DC Control – Blue; Equipment or Chassis Ground – Green; specified externally powered circuits – Orange.

## J. Enclosures

- 1. Drives shall be included as part of the Well control panel enclosure.
- 2. the enclosure housing the drives shall be NEMA 3R 316SS, unless otherwise indicated on the drawings.

## K. Identification

1. All components shall be identified using Lamacoid labels or an approved equal.

## 2.3 DRIVE PANEL EQUIPMENT

A. Refer to specification section 16901 I&C Systems and the control Schematics in the drawings.

### **PART 3 - EXECUTION**

## 3.1 GENERAL

A. Install equipment in a workmanlike manner utilizing craftsmen skilled in the particular trade. Provide work which has a neat and finished appearance.

- B. Coordinate work with the Owner, the Contractor and work of other trades to avoid conflicts, errors, delays and unnecessary interference with operation of the existing plant during construction.
- C. Follow manufacturers' installation instructions explicitly, unless otherwise indicated. Wherever any conflict arises between manufacturers' instructions, and these Contract Documents, follow Engineer's decision, at no additional cost to the Owner. Keep a copy of manufacturers' instructions on the jobsite available for review at all times.

### 3.2 MANUFACTURER'S SERVICES

- A. Provide the services of a factory authorized service technician to start up, test and place in service the unit. This service shall be extended, as required, at the manufacturer's expense, if problems arise with the drive unit.
- B. Provide separate from the start up, one (1) man day of training. This time shall be at the convenience of the Owner. Minimum training instructions shall include the following:
  - 1. Routine Maintenance
  - 2. Programming, including entering the programming mode, changing set points interpreting fault information.
  - 3. Trouble shooting
  - 4. Fault corrections and resetting actions.

## C. Programming

- 1. Program VFD features per project requirements.
- 2. Provide electronic (USB drive) and printed PDF format for all documents, including as-built panel drawings in O&M manuals.

### 3.3 CLEAN-UP

A. Keep the premises free from accumulation of waste material or rubbish. Upon completion of work, remove materials, scraps and debris from premises and from interior and exterior of all devices and equipment. Touch-up scratches, scrapes, or chips in interior and exterior surfaces of devices and equipment with finishes matching as nearly as possible the type, color, consistency and type of surface of the original finish.

### **END OF SECTION**

### **SECTION 16901**

#### I & C SYSTEMS

### PART 1 - GENERAL

#### 1.01 SCOPE OF WORK

- A. The Contractor shall furnish all instrumentation hardware and control equipment.
- B. Field instruments are under this specification, other specification sections and/or indicated on drawings.
- C. The Well VFD Control Panels, the radio based RTU/PLC control panel, terminal boxes, control stations for the BF valves, terminal boxes, Sunshields, field instruments called out on the drawings and specifications, and the like shall be provided by the I&C system vendor.
- D. The PLC system provided as part of the RTU equipment. It shall include all support power supplies, signal and power surge protection, relays and network interface equipment as called out on the drawing and the specifications, refer to this spec section and other sections for PLC and RTU equipment.
- E. The telemetry communications system shall be based on 900MHz spread spectrum Motorola, GE, Campbell Scientific radio modems and be provided inside the RTU/PLC control panel. The RTU panel shall also include support network switch, battery/UPS, and other equipment as called out on the drawings.
- G. All PLC configuration and programming, all radio telemetry RTU configuration and programming and interfacing of the well pumping starter/VFD, well field instruments.

#### 1.02 SINGLE INSTRUMENT SUPPLIER

- A. The Contractor shall assign to the Single Instrument and Control (I&C) supplier full responsibility for the functional operation of all new instrumentation systems. The Contractor shall have said supplier perform all engineering necessary to select, to furnish, to supervise installation, connection, to calibrate, to place into operation all sensors, instruments, alarm equipment, control panels, accessories and all other equipment as specified herein.
- B. The foregoing shall enable the Contractor and the Owner to be assured that the full responsibility for the requirements of this section will reside in an organization which is qualified and experienced in the water treatment field and its process technology on a functional system basis.

- C. Contractor shall review all specifications and plans. Contractor shall be sure all control panels are included in the bid, including network equipment. The following are suggested to be in the plant wide I&C Contractor's package. Major pieces of equipment include:
  - 1. Well pump VFD panel for Biscayne B-18 well
  - 2. Well pump VFD panel for Floridan F-6 well
  - 3. Well BF valve motorized control stations
  - 4. 900mHz Spread Spectrum RF based RTU/PLC control panel with Network equipment as indicated on the drawings.
  - 5. Field instruments for Pressure, flowmeter, level, pressure switches, limit switch, hatch limit switches,
  - 6. Stanchion mounted instruments and/or digital readouts within enclosures for Flow meter, Level and Pressure as indicated on the drawings.

## 1.03 NAMED I&C VENDOR/MANUFACTURER

- A. CC Controls Inc.
- B. Rocha Controls
- C. Champion Controls

### 1.04 INSTALLATION WORK

A. Nothing in this part of the specifications shall be construed as requiring the Contractor to utilize personnel supplied by his assigned instrument manufacturer's organization or any division there of, to accomplish the physical installation of any elements, instruments, accessories or assemblies specified herein. However, the Contractor shall employ installers who are skilled and experienced in the installation and connection of all elements, instruments, accessories and assemblies; portions of their work shall be supervised or checked as specified herein.

### 1.05 PREPARATION OF SUBMITTAL OF DRAWINGS AND DATA

- A. It is incumbent upon the Contractor to coordinate the work specified in these Sections so that a complete instrumentation and control will be provided and will be supported by accurate shop and record drawings. As part of the responsibility as assigned by the Contractor, the Single I&C supplier shall prepare and submit through the Contractor, complete and organized shop drawings, as specified herein. Interface between instruments, motor starters, flow meters, and existing instruments shall be included in his shop drawing submittal.
- B. In order to provide a fully coordinated system, shop drawings by other equipment vendors associated with the I&C control panel systems shall be reviewed and approved by the Contractor before submittal to the Engineer for approval.

C. During the period of preparation of this submittal, the Contractor shall authorize direct informal liaison between his single I&C Supplier and the Engineer for exchange of technical information. As a result of this liaison certain minor refinements and revisions in the systems as specified many be authorized informally by the Engineer, but these shall not alter the scope of the work or cause increase or decrease in the contract price. During this informal exchange no oral statement by the Engineer shall be construed to give formal approval of any component or method, nor shall any statement be construed to grant formal exception to, or variation from these specifications.

## D. Operation and Maintenance Manual

 Submit one preliminary O&M for review and comment by the Engineer. Provide five final O&M's, bound in a three ring binder. O&M shall include the requirements of I&C materials and minimally include the following: approved submittal data, start-up corrected as built shop drawings. O&M shall be neatly and logically arranged with a contents page followed by tabbed sections.

### 1.06 GUARANTEE

A. The Contractor shall guarantee all equipment and installation, as specified herein, for a period of one (1) year following the date of completion of the work. To fulfill this obligation, the Contractor shall utilize technical service personnel designated by the Single I&C supplier to which the Contractor originally assigned project responsibility for instrumentation.

### 1.07 COORDINATION INSTALLATION PROVISIONS

- A. The applicable provisions of the following sections under Electrical Work shall apply the work and equipment specified herein, the same as if stated in full herein:
  - 1. Codes and Standards
  - 2. Equipment Materials and Workmanship
  - Testing
  - 4. Grounding
  - 5. Equipment Anchoring
  - 6. Conductor and Equipment Identification
  - 7. Control Panels, RTU panels, terminal enclosures
  - 8. Process Control Devices

### 1.08 NEWEST MODEL COMPONENTS

A. All meters, instruments and other components shall be the most recent field proven models marketed by their manufacturers at the time of the submittal of shop drawings unless otherwise specified to match existing equipment. All technical data publications included with the submittal shall be the most recent issue.

#### 1.09 COORDINATION

A. I&C supplier shall coordinate with his supplier and other Contractors on the project. Where large subsystems are provided, the I&C supplier shall coordinate before the bid to be certain all equipment, engineering and labor are provided. Coordination item minimally includes: equipment dimensions, heat rejection, power requirements, control and signal requirements, and interconnection requirements.

## 1.10 TEST PROCEDURE DEVELOPMENT AND DOCUMENTATION

- A. I&C subcontractor shall prepare and submit to the Engineer for review a detailed description of the test procedures that he proposed to perform to demonstrate conformance of the complete system of instrumentation and controls to this Specification.
- B. It is recommended that the I&C subcontractor develop the test procedures in two steps by first submitting general descriptions and outlines of the tests and then, upon receipt of approval, submit the required detailed procedures and forms.
- C. Operational Acceptance Tests shall be included by the I&C Vendor to provide testing, and verification of control panels, PLC/RTU panel signal terminations are fully functional as expected.
  - 1. The I&C subcontractor shall prepare check-off sheet(s) for each loop and an instrument calibration sheet for each active I&C element (except simple hand switches, lights, etc.). These check-off and data sheets shall form the basis for these operational tests and this documentation.
  - 2. Each loop check-off sheet shall cite the following information and shall provide spaces for sign-off on individual items and on the completed loop by the I&C subcontractor.
    - a. Project name
    - b. Loop number
    - c. For each elements: Tag number, description, manufacturer and model number, installation bulletin, and Specification sheet number.

- d. Loop description
- e. Installation check
- f. Termination check
- g. Calibration check
- h. Adjustment check
- i. Space for comments
- j. Space for loop sign-off I&C subcontractor and date.
- Each instrument calibration sheet shall provide the following information and a space for sign-off on individual items and on the completed unit by Owner Representative and the I&C subcontractor.
  - a. Project name
  - b. Loop number
  - c. Tag number
  - d. Manufacturer
  - e. Model number
  - f. Serial number
  - g. Calibration range
  - h. Calibration data: Input, output and error at 0, 25, 50, 75, and 100% of span.
  - i. Switch setting, contact action and dead band for discrete elements.
  - j. Space for comments
  - k. Space for sign-off by I&C subcontractor and date.
- D. Functional Acceptance Tests

The I&C subcontractor shall prepare two types of test forms as follows:

- 1. For those functions that can be demonstrated on a loop-by-loop basis, the form shall include:
  - a. Project name

- b. Loop number
- c. Loop description
- d. Test procedure description
- e. For each component: Tag number, description, manufacturer and data sheet number.
- f. Space for sign-off and date by both I&C subcontractor and Owner Representative.
- 2. For those functions that cannot be demonstrated on a loop-byloop basis, the test form shall be a listing of the specific tests to be conducted. With each test description, the following information shall be included:
  - a. Spec page and paragraph of function demonstrated
  - b. Description of function
  - c. Space for sign-off and date by both I&C subcontractor and Engineer.

### PART 2 PRODUCTS

#### 2.01 TECHNICAL MANUALS

- A. One preliminary O&M manual shall be submitted to the Engineer for review and comment. Assuming a favorable review the I&C supplier shall incorporate comments and forward the five final copies to the Engineer. If the preliminary O&M is not acceptable, the I&C supplier shall resubmit.
- B. Five (5) final sets of technical manuals shall be supplied for the Owner as a condition for final acceptance of the project. Each set shall consist of one (1) or more volumes, each of which shall be bound in a standard size, 3-ring, loose leaf, vinyl plastic hard cover binder suitable for bookshelf storage. Binder ring size shall not exceed 3 inches.
- C. In addition to updated shop drawing information to reflect actual existing conditions, each set of technical manuals shall include installation, connection, operating, troubleshooting, maintenance and overhaul instructions in complete detail. This shall provide the Owner with comprehensive information on all systems and components to enable operation, service, maintenance and repair. Exploded or other detailed views of all instruments, assemblies, and accessory components shall be included together with the complete parts lists and ordering instructions.
- D. Shop drawing files shall be provided in the latest version of Autocad with each O&M manual. Provide ACAD files on disk.

## 2.02 SPARE PARTS

- A. The Contractor shall include, as part of the bid package, a list of recommended spare parts covering items required under these specifications.
- B. Minimum spare parts shall be provided boxed and identified including the following:
  - 1. 2-control relays of each type used.
  - 2. 2-timing relays of each type used.
  - 3. 2-fuses of each size and type used.
  - 4. 2-pilot lights of each size and type use.
  - 5. 2-signal field surge arrester of each type used.
  - 6. 2-signal panel surge arrester of each type used.
  - 7. 2-incoming power lightning arrester of each type used.
  - 8. 2-surge capacitor of each type used.
  - 9. 1- DC Power supply of each type used.

Also provide other spares as noted by the particular sections and paragraphs of other- specifications.

## 2.03 CONTROL PANELS

#### A. General

 I&C supplier shall construct the control panel to properly control internal and external equipment. No attempt is made to specify or indicate on plans, all required equipment but rather to set forth the minimum requirements.

# B. Engineering

1. I&C supplier shall provide system engineering and produce detailed fully engineered, coordinated and completed drawings.

## C. Construction

- 1. Control panel construction shall be per these specification and plans.
- D. Signal and Control Circuit Wiring

1. Wire Type and Sizes: Conductors shall be flexible stranded copper wire; these shall be UL listed TFFN, THWN, THHN and shall be rated 600v. Wire for control signal circuits shall be #16 AWG unless otherwise noted. All instrumentation cables shall be shielded #18 AWG with a copper drain wire unless otherwise noted. All special instrumentation cable such as between sensor and transmitter shall be supplied by the I&C supplier. Contractor shall increase wire size per load or impedance requirements.

## E. Wiring Instrumentation

- All wires shall be run in plastic wireways except (1) field wiring, (2) wiring between mating blocks in adjacent sections, (3) wiring run from components on a swing-out panel to components on a part of the fixed structure, (4) wiring run to panel mounted components on the door and the like. Wiring run on a swing out panel to other components on a fixed panel shall be made up in nylon wire ties bundles and secured so that bundles are not strained at the terminals.
- 2. Wiring run to control devices on the front panels shall be tied together at short intervals with nylon ties and secured to the inside face of the panel using adhesive mounts and adhesive strips.
- Wiring to rear terminals on panel mounted instruments shall be run in plastic wares secured to horizontal brackets run above or below the instruments in the same plane as the rear of the instruments.
- 4. Shields of instrument cable shall only be grounded on one side of each circuit. The side to be grounded shall be nearest the source of excitation.
- 5. Care shall be exercised to properly insulate the ungrounded side of the loop to prevent ground loops from occurring.
- 6. Conformance to the above wiring installation requirements shall be reflected by details shown on the shop drawings for the Engineer's review.

## F. Wire Marking

 Each signal, alarm, control, and indicating circuit conductor connected to a given electrical point shall be designated by a single unique number which shall be shown on all shop drawings. These numbers shall be marked on all conductors using white plastic heatshrink sleeves with typewritten characters. Instrument signal conductors shall be tagged with unique multiple digit numbers. Wires from the circuit breaker panelboard shall be tagged indicating the branch circuit breaker number.

## G. Terminal Blocks

- 1. Compression type terminal blocks shall be molded plastic with barriers and box lug terminals, and shall be rated 15 amps at 600v and mounted securely to DIN rails. White marking strips fastened to the molded sections shall be provided and wire numbers and circuit identifications shall be marked thereon with machine printed marker on top. Terminal blocks shall be IEC style by Entrelec M4/6 or an approved equal.
- 2. Grounding terminals are NOT to be used. All grounding shall be provided from non-grounded terminals to a single isolated grounding bus inside the control panel, this grounded bus is grounded to the external site ground.

### H. Wire Color

 Wire color shall be, Line Power – Black; Neutral or common – White; AC Control – Red; DC Control – Blue; Equipment or Chassis Ground – Green; specified externally powered circuits – Orange.

#### Enclosures

- 1. Unless otherwise indicated, all enclosures shall be provided with the following.
  - a. Modified NEMA 4X, 316 stainless steel, with sunshields at the top, sides, and front, gasketed, freestanding or wall mounted, bolted to concrete base. Enclosures shall be powder coated white.
  - Subplate for mounting equipment.
  - c. Padlockable, pocketed exterior doors.
  - d. Where required, provide stainless steel piano hinged dead fronts with quarter turn latches.

## J. Identification

1. All components shall be identified using Lamicoid labels or an approved equal.

### 2.04 CONTROL PANEL EQUIPMENT

## A. General Purpose Relays

 General purpose relays in the control panel shall be the plug in type with contacts rated 10 amps at 120 vac as a minimum. The quantity and type of contacts shall be as required to accomplish

the desired control task. Each relay shall be enclosed in a clear plastic heat and shock resistant dust cover. Relays shall be Potter and Brumfield or an approved equal. Differing mounting sockets shall be used to prohibit improper relay installations. Provide tube type base, 8 PIN or 11 PIN.

## B. Time Delay Relays

1. Time delay relay shall be Diversified with digital settings or an approved equal. Timers shall be time delay on, interval on or time delay off relays, as required and shall be Diversified or an approved equal. Instantaneous contacts or auxiliary slave relays shall be provided as required. Provide tube type base, 8 PIN or 11 PIN.

## C. Signal Isolators

1. Additional slave or interposing relays and signal isolators and signal converters shall be installed as required.

### D. Circuit Breakers

1. Circuit breakers shall be single pole, 120vac, 15 amp rating or as required to protect wires and equipment; mounted on the inside of the enclosure or equipment remote from the enclosure.

## E. Name Plates

1. Name plates shall be supplied for identification of control panels and all field mounted elements, including flowmeters and their transmitters. These name plates shall identify the instrument or meter, descriptively as to the function of the system. Nameplates shall be fabricated from black faced, white centered, laminated engraving plastic. A nameplate shall be provided for each signal transducer, signal converter, signal isolator, each electronic trip, and the like, mounted inside the control panels. These shall uniquely identify each control component. Adhesives shall be acceptable for attaching nameplates. Painted surfaces must be prepared to allow permanent bonding of adhesives. Nameplates shall be provided for instruments, function titles for each group of instruments and other components mounted on the front of the control panels as shown. Proposed colors, styles, height and text shall be submitted for approval.

## F. Panel LED Light

1. Provide an LED powered panel light mounted to subplate. Provide subplate mounted switch and outlet or handy box.

## G. Vapor Guard

1. Moisture absorbing vapor guard shall be provided in each control panel.

# H. Power Supplies

1. Power supplies shall be provided as required for loop power or other requirements for special equipment. Loop power supplies shall be Puls Power, Lambda or an approved equal.

## I. Circuit Breakers

- 1. Square D
- 2. Amperage ratings shall be indicated on drawings.

### J. Fuses

- 1. Fuses and fuse holders 5 x 20mm, IEC style, with blown fuse indicating light.
- 2. Fuses are to be used for analog signals only and are required for all analog signals.

# K. Ground Fault Interrupting Receptacle

- 1. Leviton Duplex Receptacle or equal.
- 2. AC receptacle box shall be Steel City 58351-1/2 or equal.
- 3. Covers shall be Steel City 58-C-5, or equal.
- 4. Single gang non-GFI receptacle shall be provided for UPS power.

## L. Selector Switches and Push Buttons

- 1. Square D, Class 9001, Type K, or equal.
- 2. Operators shall be black knob type or key switch, 3-position or 2-position, push button or as noted.
- 3. Selector switches shall be spring return where noted.
- 4. Pushbuttons inserts

	<u>Label</u>	<u>Color</u>
a.	On	Green
b.	Off & Closed	Red
C.	Auto	Green
d.	Alarm	Yellow

# 5. Selector Switch Operator

	<u>Label</u>	<u>Color</u>	<u>Text</u>
a.	All	Black	White

## M. Indicator Lights

- 1. Square D, Class 9001, type K. Units shall be press to test, transformer type.
- 2. Lens color shall be as noted.

	<u>Label</u>		<u>Color</u>
a.	Off		Red
C.	Closed	Red	
e.	Auto		Green
g.	Alarm		Yellow

## N. Surge and Lightning Arrrestors

1. All control panels shall be provided with surge and lightning arrestors meeting the Town of Jupiter standards.

## 2. TVSS

- a. Lightning surge suppressors shall be Innovative Technology PTX-160 Series, unless otherwise indicated.
- 3. Signal
  - a. Panel surge arrestors shall be Joslyn, 1800 Series.
  - b. Field surge arrestors shall be Joslyn, 1660-06.

## O. VFD Equipment

- 1. Provide VFD as specified in the drawings and the VFD specification section.
- 2. Provide VFD with input line reactor and Output filter at each well site well control panel, see the drawings.

### 2.05 FIELD INSTRUMENTS

#### A. General

- 1. The materials specified below shall establish the type and quality of materials used and shall meet the City of North Miami Beach Water Utilities current SCADA and networking standards.
- 2. Refer to Civil, Mechanical, and Electrical plans for additional requirements.
- B. Pressure Transmitter/sensor Instrument.
  - 1. Reuse existing Pressure transmitter, or per 13441 specification section.
  - 2. Provide a pressure switch high and pressure switch low

### C. Terminal Boxes

- 1. Units shall be NEMA 4x enclosed, 316 Stainless Steel.
- 2. Units shall include terminal blocks, as may be required.
- 3. The minimum size as indicated.
- 4. Provide Edco surge arrestors for all analog circuits. Confirm Surge arrestor model meets the Owner's latest requirements for signal protection.
- 5. Provide engraved name plate.

# D. Impulse Systems

- 1. Provide impulse tubing, taps, valve, drains, bulkheads, etc. for a complete and functional system.
- Unless otherwise indicated, impulse tubing shall be soft drawn copper with compression fittings. Valves shall be 316ss Whitey or equal.

# E. Magnetic Flow Meters

1. Provide Flow meters as indicated on drawings, other specifications, and per the Owner's current standards.

## F. Pressure Measurement instrument

- 1. Provide a Pressure sensor/transmitter Rosemount or equal, see the drawings and specification section 13441.
- G. Provide a pressure switch (High) with preset at the level desired by the City personnel; coordinate what type of pressure switch to provide compatible with the City's requirements. Base spec shall be an Ashcroft Pressure switch or approved equal.

## 2.06 NAMEPLATES, NAME TAGS AND SERVICE LEGENDS

- A. All components provided under this section, both field and panel mounted, shall be provided with permanently mounted name tags bearing the entire IA tag number of the components. Panel mounted tags shall be plastic; field mounted tags shall be stamped stainless steel.
- B. The panel drawings refer to nameplates and service legends: nameplates are defined as inscribed laminated plastic plates mounted under or near a panel face mounted instrument. Service legends are defined as inscribed laminated plastic integrally mounted on a panel face mounted instrument.
- C. Service legends and nameplates shall be engraved, rigid, laminated plastic. Service legends and nameplates shall be fastened to the panel by screws or with a specially applied adhesive. Fastening shall not depend only on the adhesive.

## 2.07 UPS SYSTEM

A. Provide Industrial type UPS sized to run the controls, see drawings for minimum requirements. Allen Bradley, or equal.

## PART 3 EXECUTION

## 3.01 INSTALLATION, CALIBRATION, TESTING, START UP AND INSTRUCTION

#### A. General

1. Under the supervision of a Single I&C supplier, all systems specified in this section shall be installed, connected, calibrated and tested and in coordination with the Owner and Engineer shall be started to place the process in operation. This shall include final calibration in concert with equipment specified elsewhere in these specifications as well as equipment provided by the Owner.

### B. Installation and Connection

1. The Contractor shall install and connect all field mounted components and assemblies under the criteria imposed in 1.3,

- herein. The installation personnel shall be provided with a final reviewed copy of the shop drawings and data.
- 2. The instrument process lines, impulse piping lines and air signal tubing shall, in general, be installed in a similar manner to the installation of conduit specified under Section 16000.
- 3. Bends shall be formed with the proper tools and to uniform radii and shall be made without deforming or thinning the walls of the tubing.
  - a. Unless otherwise indicated, all fittings, adapters, impulse piping, valves, etc. shall be 316 stainless. Valves shall be Whitey Series 40 or an approved equal.
- 4. The Contractor shall have a technical field representative of the I&C supplier to instruct these installation personnel on any and all installation requirements; thereafter the technical field representatives shall be readily available by telephone to answer questions and to provide clarification when needed by installation personnel.
  - a. Where primary elements (supplied by the I&C supplier) will be part of a mechanical system, the I&C supplier shall coordinate the installation of the primary elements with the mechanical system manufacturer.
- 5. After all installation and connection work has been completed, the technical field representatives shall check all for correctness, verifying polarity of electric power and signal connections making sure all process connections are free of leaks and all such similar details. The technical field representative shall certify in writing to the Contractor that for each loop or system he has completed such check out and that any discrepancies have been corrected by the installation personnel.
- 6. The field representative of the I&C supplier shall coordinate all work required to interface the new equipment, including all required modifications to the existing equipment and related devices.

#### C. Calibration

- 1. All new instruments shall be calibrated.
  - a. All instruments and systems shall be calibrated after installation, in accordance with the component manufacturer's written instructions. This shall provide that those components having adjustable features are set carefully for the specific conditions and applications of this installation and that the components and/or systems are

within the specified limits of accuracy. Defective elements which cannot achieve proper calibration or accuracy, either individually or within the system shall be replaced. This calibration work shall be accomplished by the I&C Supplier.

b. Proof of Conformance – The burden of proof of conformance to the specified accuracy and performance is on the Contractor using his designated I&C supplier. The Contractor shall supply necessary test equipment and technical personnel if called upon to prove accuracy and performance at no additional cost to the Owner, wherever reasonable doubt or evidence of malfunction or poor performance may appear within the guarantee period.

## D. Testing

- All systems shall be exercised through operational tests in the presence of the Engineer in order to demonstrate achievement of the specified performance. Operational tests depend upon completion of work specified elsewhere in these specifications. The scheduling of the test shall be coordinated by the Contractor among all parties involved so that the tests may proceed without delays or disruption by incomplete work.
- 2. All functional/loop tests shall be witnessed and signed off by the Owner's representative and the I&C subcontractor.
- Contractor shall provide testing service in conjunction with the PLC/SCADA programming. The Contractor shall include a maximum of 8 man hours for this service. If problems are found as a result of I&C equipment additional time shall be provided as may be required. Reference Section 16910-Programmable Logic Controller.
- 4. Provide additional 4 hours of coordinating with the Owner and support to the configuration and programming of the PLC and SCADA effort for the proper call out, setup, and configuration and graphical screens of field instruments and equipment from the well sites.

### E. Training

- 1. Plant operating personnel shall be provided with training prior to start-up.
- 2. Provide a one 2-hour training session for the proper training of the personnel. A time convenient to the Owner shall be scheduled ahead and coordinated before the training is scheduled.

3. Operating and maintenance personnel shall be instructed in the functions and operation of each system and shall be shown the various adjustable and set point features which may require readjustment, resetting or checking, recalibration or maintenance by them from time to time. This instruction shall be scheduled at a time arranged with the Owner at least two (2) weeks in advance. Instruction shall be given by qualified persons employed by the I&C supplier.

## F. Start Up

1. When all systems are assessed by the Contractor to have been successfully carried through complete operational tests with a minimum of simulation, and the Engineer concurs in his assessment, start up by the plant operating personnel can follow.

**END OF SECTION** 

### **SECTION 16910**

### PROGRAMMABLE LOGIC CONTROLLER

### PART 1 GENERAL

## 1.01 WORK INCLUDED

- A. The Contractor shall furnish, install and place into service the Programmable Logic Control (PLC) system in the RTU/PLC panel.
- B. Provide complete I/O system including all racks, power supplies, cables, connectors, terminals, interposing relays, signal conditioners, signal isolators and the like.
- C. All hardware and cables shall be provided. All field debugging and testing shall be provided.
- D. In order to establish sole source responsibility of the Instrumentation and Control (I&C) system, the I&C vendor shall be responsible for all systems and subsystems provided. The I&C vendor shall provide the 900MhZ spread spectrum radio communications telemetry system using a spread spectrum radio modem with PLC hardware and the RTU/PLC panel enclosure, and the field instruments, and terminal boxes, and the like.
- F. Like items of equipment provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance operation and maintenance.
- G. See CONDITIONS OF THE CONTRACT and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the Work specified herein and are mandatory for this project.
- H. Refer to the drawings. Provide the equipment within this section inside the PLC control panel enclosure, separate from the well VFD control panels, and provide all labor materials for a complete and functional system.
- J. PLC programming shall be furnished by the I&C Vendor listed under the 16901 I&C specifications.
- K. PLC systems, hardware and store-bought software shall be provided as part of the I&C system hardware provided.
- L. Refer to the drawings for the communications between the new PLC system via radio telemetry and the central RTU with the Owner's existing SCADA system.

### 1.02 SUBMITTALS

A. Submittals shall be made in accordance with the General Requirements.

PROGRAMMABLE LOGIC CONTROLLER 16910-1

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- 1. During the period of preparation of this submittal, the Contractor shall authorize direct informal liaison between his single I&C Supplier and the Engineer for exchange of technical information. As a result of this liaison certain minor refinements and revisions in the systems as specified may be authorized informally by the Engineer, but these shall not alter the scope of the work or cause increase or decrease in the Contract price. During this informal exchange no oral statement by the Engineer shall be construed to give formal approval of any component or method, nor shall any statement be construed to grant formal exception to, or variation from these specifications.
- B. Six complete sets of Operation and Maintenance Manuals shall be provided.
- C. Warranty information shall be submitted in accordance with general conditions.

### 1.03 QUALITY ASSURANCE

A. All equipment furnished under this specification shall be new and unused, shall be the product of a manufacturer having a successful record of manufacturing and servicing the equipment specified herein for a minimum of two (2) years.

#### 1.04 WARRANTY

A. The Contractor shall warrant all equipment for a period of one (1) year from the date of Owner acceptance of the system.

### 1.05 PROGRAMMING

A. The I&C Vendor shall provide the programming and configuration of the PLC and RTU radio and SCADA system. Coordinate with Owner and provide graphical representation on SCADA screens of the well sites systems and field instruments; similar to Owner's existing wells.

## PART 2 PRODUCTS

## 2.01 GENERAL

- A. The programmable logic controller and all related equipment including I/O cards shall be of the same family for all applications. See drawings.
- B. PLC systems manufactured into control panels and assemblies shall contain a minimum of 25% spare I/O connected and ready to use.

### 2.02 POWER SUPPLY

A. Provide a battery backed power supply sized to power all PLC equipment.

PROGRAMMABLE LOGIC CONTROLLER 16910-2

## 2.03 UPS SYSTEM

A. Provide a U.L. labeled UPS system with 30 min. runtime.

#### 2.04 RACKS

A. Provide racks and/or modules with quantity as may be required. Plans indicate minimum schematic requirements.

## 2.05 PLC EQUIPMENT

#### A. Processor

- 1. Provide Allen Bradley CompactLogix PLC family.
- 2. No substitutions shall be accepted.
- 3. See the drawings.

## B. MODULES

- 1. Provide the following I/O cards as a minimum including all terminals, surge arrestors and other equipment wired and ready for immediate use.
  - a. 1-discrete input module
  - b. 1-discrete output module
  - c. 1-analog input module
  - d. 1-analog output module
  - e. 1-field potential distributed module
- 2. Discrete input modules shall be 16 point cards as a min.
- 3. Analog input modules shall be 8 point, as a minimum, 24 vDC, 4-20 mADC.
- 4. Analog output modules shall be 8 point, 24 vDC, 4-20 mADC, self-powered.
- 5. Provide the named materials and systems only. Refer to drawings.

# C. Miscellaneous PLC Equipment

- 1. Provide all power supplies, cable and miscellaneous equipment for a complete and functional PLC system.
- D. No programming software is needed, the contractor may use its own

PROGRAMMABLE LOGIC CONTROLLER 16910-3

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Programming software and key.

### E. PLC SPARES

- 1. 1 I/O modules of each type and point count used.
- 2. 1 Power supply of each type equal to proposed unit with appurtenant cables.
- 3. 1 Processor module of each type.
- 4. Submit spares bill of material for review and approval.

### 2.08 LOCAL HMI

A. Provide a Flat Panel HMI color display, 15" minimum size, Maple systems or equal. Confirm type and model with the City before providing shop drawing.

## PART 3 EXECUTION

- 3.01 PLC I/O SCHEDULE
  - A. Provide an I/O schedule identifying all I/O used and spares.
- 3.02 PROVIDE LOOP TESTING SPREADSHEET
  - A. Provide spreadsheet with separate rows to identify each I/O point.
  - B. Test each I/O point with the calibrated device.
- 3.03 START UP MODIFICATIONS
  - A. Modifications may be required during start up per the Owner/Engineers requirements. Contractor shall coordinate with the Owner during start up.
- 3.04 GUARANTEE
  - A. Contractor shall guarantee the hardware through the service of his appointed I&C supplier for a period of one year.

## **END OF SECTION**

### **SECTION 16960**

#### SCADA SYSTEM

## 1 GENERAL

### 1.01 GENERAL REQUIREMENTS

- A. Contractor Responsibilities
  - 1. Install and configure all hardware.
  - 2. Test, configure, and demonstrate all hardware.
  - 3. Provide assistance during testing and demonstration of hardware, as may be required.
  - 4. Provide configuration of the PLC, radio based RTU, and SCADA programming at the Owner's central computer.
  - 5. Provide well pumping status and alarms of the well control panels, its field instruments, and data logging historical tracking of flows and pressures collected by the PLC and SCADA equipment.

## 1.02 PROGRAMMING SCOPE

- A. Provide programming, labor, and all documentation for a complete system. The Owner shall be the licensed Owner of all software and developed files.
- B. The Owner's existing SCADA computer system shall exchange data from the new well PLC system (via the RTU through spread spectrum radio telemetry) and provide dynamic screen displays, reports, alarm handling and alarm logging and all human machine interface to the I&C system indicated on the drawings.
- C. Other software and programming functions shall be provided as may be required.
- D. Provide interfacing of alarms and status between the proposed well sites PLC system and instruments like flow, and Pressure, level, Pressure point/level where a pressure switch is triggered, along with Well pump VFD running and fault alarms, including VFD speed.
- E. Contractor shall use his own development key.

## 1.04 MANUFACTURER

A. In order to establish system responsibility, the software shall be provided as part of the I&C System Supplier. The manufacturer shall be the same as listed in Section Control Systems/Control Panels – I&C Vendor called out in section 16901 of the specifications.

SCADA SYSTEM 16960-1

### 1.05 SUBMITALS

- A. Submittals for approval shall be provided for any and all materials. No materials shall be used without approval from the Engineer.
- B. Refer to the General Requirements for documentation of Shop Drawings and O&M Manuals.

#### PART 2 PRODUCTS

### 2.01 SCADA SOFTWARE

- A. The I/O associated with the rehabilitated well sites, its field instruments, Starter and/or VFD equipment, shall be graphically represented in the SCADA system as well as derived I/O tags. System development shall be consistent with ISA industry standards and conventions, and based on the other existing US Water wells and I/O tags.
- B. Provide programming on the Owner's SCADA system, no SCADA software is to be provided.
- C. Provide drivers as required to interface with Allen Bradley Compact Logix PLC and other components as may be required for a fully functional system. Provide, install and configure any and all drivers to work with new systems.

## C. Alarm Processing

- Alarm conditions shall automatically be brought to the operator's attention audibly and visually on the SCADA Interface, as indicated on the drawings
- 2. An alarm screen shall be provided to simulate and mimic the operation of the well system and its alarms.
- 3. Provide alarm log with time, date and tag.

# E. Dynamic Screen Displays

- 1. Color dynamic screen displays shall be provided. All PLC I/O as well as derived values and alarms shall be utilized and displayed on one or more screens. System developer shall use good judgment in developing logically oriented screens depicting the process. Dynamic bar graphs with text shall be used to represent analog values such as tank levels, alarm levels shall represent graphically and with text. Diagrams shall be developed to represent tanks, piping, valves and the like. Consistent conventions shall be used regarding normally open/close states, alarm/normal states, running/non-running states for all equipment with I/O associated with it.
- 2. Provide man machine interface via keyboard and/or mouse. Operator shall have the ability to control all equipment scheduled via the PLC.

SCADA SYSTEM 16960-2 Control shall minimally include start/stop indicated pumps in the automatic mode. Operator shall have the ability to place equipment in an "OUT OF SERVICE" mode which shall affect the PLC program appropriately. Control shall be provided to open/close all valves.

- 3. Operator shall have the status of all setpoints and the ability to modify those setpoints, timers and the like.
- 4. Color print outs of proposed screens shall be submitted for review and approval.
- 5. The computer SCADA screens shown at the PLC panel located HMI Operator interface shall depict the process as indicated by the Drawings. The following minimum screens together with all the other requirements as specified in the PLC strategies shall be provided as a minimum:
  - a. Each Well site Flow, Discharge Pressure, Draw down level (see the drawings), Pressure switch triggered level reached, Well pump starter or VFD running and fault alarm status, see the drawings.
  - b. Well sites Well VFD panel, and PLC/RTU Panel intrusion status, including well hatches intrusion status.
  - c. Well sites total Flow
- 6. Screens shall depict all elements included in the drawings, and status Of equipment running or malfunctioning.
- 7. Coordinate with Owner for two more points from PLC monitored equipment.
- F. Detailed report generations shall be provided showing useful information for water applications. Report on demand as well as scheduled reports shall be provided. Coordinate with Owner and provide reports per Owner's requirements.
- G. Submit screen and alarm reports for approval.
- H. The I/O shown on the drawings shall be included in the SCADA system.
- Data Logging
  - 1. Provide data logging of all analog parameters including but not limited to:
    - a. Pressure, in PSI
    - b. Running Status, hours
    - c. Flow of well site
    - d. Totalized Flow based on XX number of hours or daily total usage.

SCADA SYSTEM 16960-3

#### 2.02 HARDWARE

A. Provide new computer hardware as specified here in and in the other specifications, and as indicated on the drawings

#### PART 3 EXECUTION

#### 3.01 LICENSING

A. The Owner shall be the named license holder for all software provided, no new SCADA software being provided, Contractor using Owner's existing SCADA software.

#### 3.02 PROGRAMMING

- A. Contractor shall program the SCADA software/HMI programming at the SCADA computer
- B. Alarms shall be directed to the screen and hard disk.

#### 3.03 START UP, TESTING MODIFICATIONS

- A. All I/O interface shall be confirmed by testing.
- B. Provide a typewritten sequence of checkout. Provide a spreadsheet including each point or tag and provide sign off field as follows:
  - 1. Tag name
  - 2. Well Panel checkout
  - 3. Electrician checkout
  - 4. Owner/Engineer checkout
- a. Provide an additional 16 manhours of programming time for modifications and changes in the field. This time shall be in addition to start up and testing.

#### 3.04 SEQUENCE OF OPERATION

- A. Provide written narrative of described the Well VFD operation, the PLC and SCADA system monitoring procedures.
- B. Provide start up description.
- C. Provide shut down description.
- D. Provide trouble shooting instructions.

#### **END OF SECTION**

SCADA SYSTEM 16960-4

2/23/2026241130F410I AM

# CITY OF NORTH MIAMI BEACH

17050 NE 19th AVENUE, NORTH MIAMI BEACH, FL 33162

# NORWOOD WTP IMPROVEMENTS PHASE 2 RAW WATER TRANSMISSION MAINS AND WELLHEADS

NMB PROJECT NO. WATR2002A



## CITY OF NORTH MIAMI BEACH

MAYOR JAY CHERNOFF

COMMISSIONERS
DANIELA JEAN
FORTUNA SMUKLER
JAY R. CHERNOFF

MCKENZIE FLEURIMOND
PHYLLIS SMITH

MICHAEL JOSEPH

CITY MANAGER MARIO A. DIAZ

CITY ATTORNEY
JOHN R. HERIN FOX ROTHSCHILD LLP - INTERIM

PROJECT LOCATION

CITY CLERK ANDRISE BERNARD, MMC

DIRECTOR OF NMB WATER ANDREA SUAREZ-ABASTIDA, PMP

CITY OF NORTH MIAMI BEACH
SECTION 02 - TOWNSHIP 52 SOUTH - RANGE 41 EAST

**PLANS PREPARED BY:** 

LOCATION PLAN

SCALE: 1" = 1000'

**Kimley** » Horn

1920 WEKIVA WAY SUITE 200 WEST PALM BEACH, FL 33411 (561)-845-0665 THOMAS C. JENSEN, P.E.
ENGINEER OF RECORD
State of Florida - License No. 37290

Know what's below.
Call before you dig.

S.S.O.C.O.F. TICKET No.

AREA PLAN

SCALE: 1" = 5000'

BID SET

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THOMAS JENSEN ON DATE ADJACENT TO SEAL. PRINTED COPIES OF THIS

No. REVISION DATE BY

City of North Miami Beach Bid ITB-24-039-SG

TRANSMISSION MAIN PIPE TABLE							
Size	Material	Length (LF)					
12"	C-900	30					
16"	C-900	1850					
20"	C-900	10					
20"	HDPE DR11 DIPS	1150					

	INDEX OF SHEETS
Sheet Number	Sheet Title
C-1	NMB COVER SHEET
C-2	INDEX OF SHEETS AND PIPE TABLE
C-3	OVERALL AERIAL SITE PLAN AND KEY SHEET
C-4	RAW WATERMAIN PLAN AND PROFILE
C-5	RAW WATERMAIN PLAN AND PROFILE
C-6	RAW WATERMAIN PLAN AND PROFILE
C-7	RAW WATERMAIN PLAN AND PROFILE
C-8	RAW WATERMAIN PLAN AND PROFILE
C-9	RAW WATERMAIN PLAN AND PROFILE
C-10	RAW WATERMAIN OVERALL DRILL PLAN AND PROFILE
C-11	OVERALL WELL SITE DIMENSIONAL CONTROL PLAN
C-12	NMB WATER STANDARD DETAILS
C-13	NMB WATER STANDARD DETAILS
C-14	NMB WATER STANDARD DETAILS
C-15	WELL SITE FENCING DETAILS
C-16	WELL SITE LANDSCAPING PLAN
S-1	STRUCTURAL GENERAL NOTES SHEET 1 OF 2
S-2	STRUCTURAL GENERAL NOTES SHEET 2 OF 2
S-3	FLORIDAN WELL F-6 VAULT PLAN AND DETAILS
S-4	FLORIDAN WELL F-6 SECTIONS AND DETAILS
S-5	BISCAYNE WELL B-18 VAULT PLAN AND DETAILS
M-1	FLORIDAN WELL F-6 PIPING PLAN AND DETAILS
M-2	FLORIDAN WELL F-6 PIPING DETAILS
M-3	BISCAYNE WELL B-18 PIPING PLAN AND DETAILS
M-4	WELL HEAD DETAILS
M-5	WELL F-6 AND WELL B-18 PUMP PLANS AND DETAILS
E-1	ELECTRICAL NOTES & LEGEND
E-2	FPL CONDUIT EASEMENT ROUTE
E-3	WELLS B-18 & F-6 ELECTRICAL SITE PLAN
E-4	WELLS B-18 & F-6 GROUNDING PLAN
E-5	WELLS B-18 & F-6 ONELINE DIAGRAM
E-6	PANELBOARD WHI SCHEDULE
E-7	ELECTRICAL DETAILS
I—1	& C LEGEND
1-2	B-18   & C DIAGRAM
1-3	F-6   & C DIAGRAM
I-4	TYPICAL VFD CONTROL PANEL DETAILS
1-5	RTU CONTROL PANEL DETAILS
1-6	PLC 10 AND CONTROL STATION
1-7	& C DETAILS

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eq	$\triangle$	DERM GENERAL NOTES	10-9-2023	TCJ	
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© 2024 KIMLEY-HORN AND ASSOCIATES, INC. 1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411 PHONE: 561-845-0665 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM REGISTRY NO. 35106 KHA PROJECT
043371015

DATE
APR. 2024

SCALE AS SHOWN

DESIGNED BY SS

DRAWN BY

NORWOOD RAW WATERMAINS
AND WELLHEADS
PREPARED FOR
NMB WATER

CITY OF NORTH MIAMI BEACH

THOMAS C. JENSEN

FLORIDA LICENSE NUMBER

37290

FLORIDA DATE:

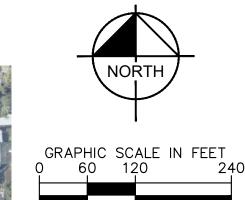
INDEX OF SHEETS AND PIPE TABLE

SHEET NUMBER

C-2

City of North Miami Beach

Bid ITB-24-039-SG





3 PHASE ELECTRIC ROUTE

3 PHASE ELECTRIC ROUTE

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CALL 2 WORKING DAYS
BEFORE YOU DIG

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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

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Kimley» Horn

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DRAWN BY

NORWOOD RAW WATERMAINS
AND WELLHEADS
PREPARED FOR

CITY OF NORTH MIAMI BEACH

PREPARED FOR NMB WATER

FLORIDA LICENSE NUMBER 37290

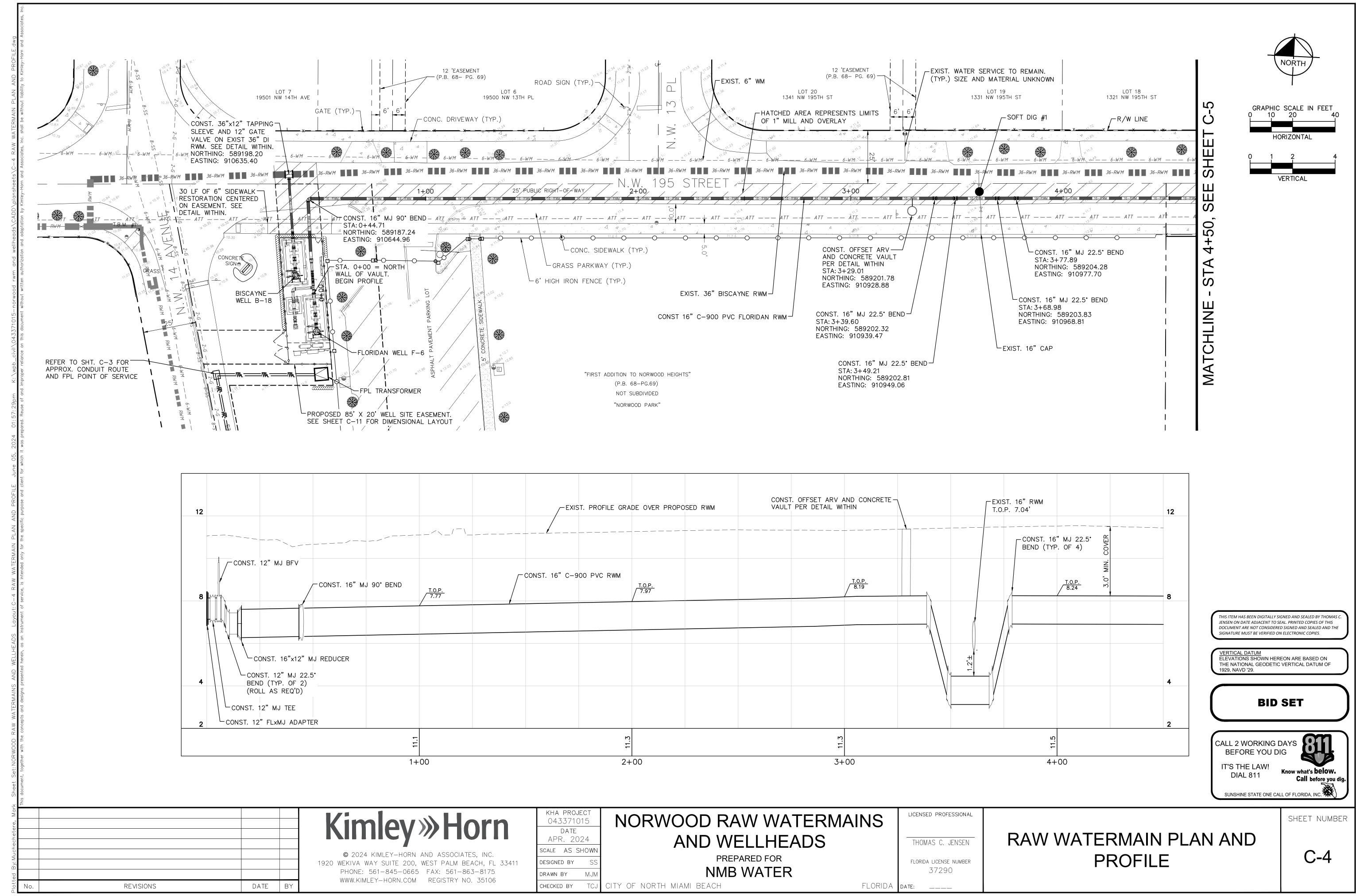
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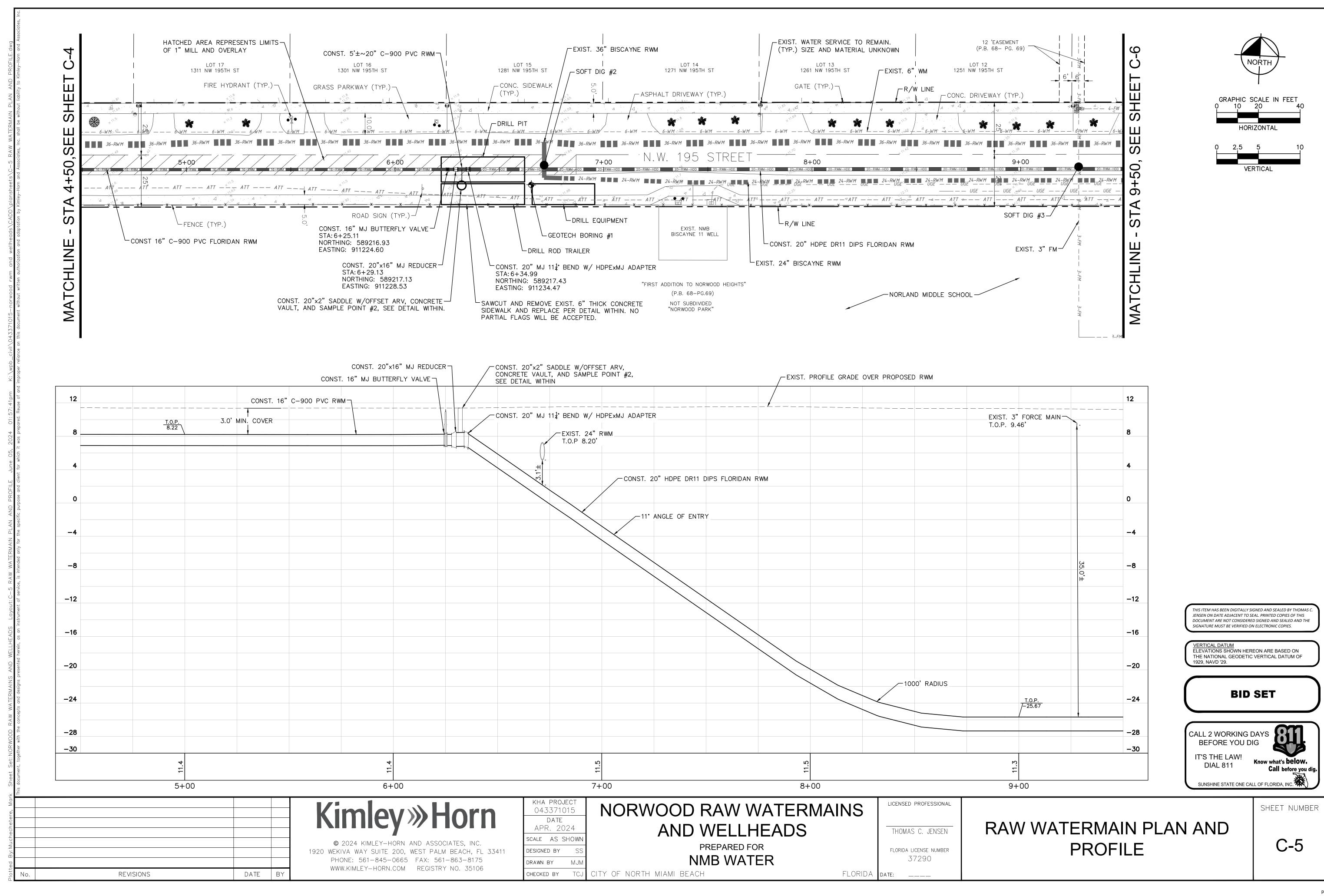
THOMAS C. JENSEN

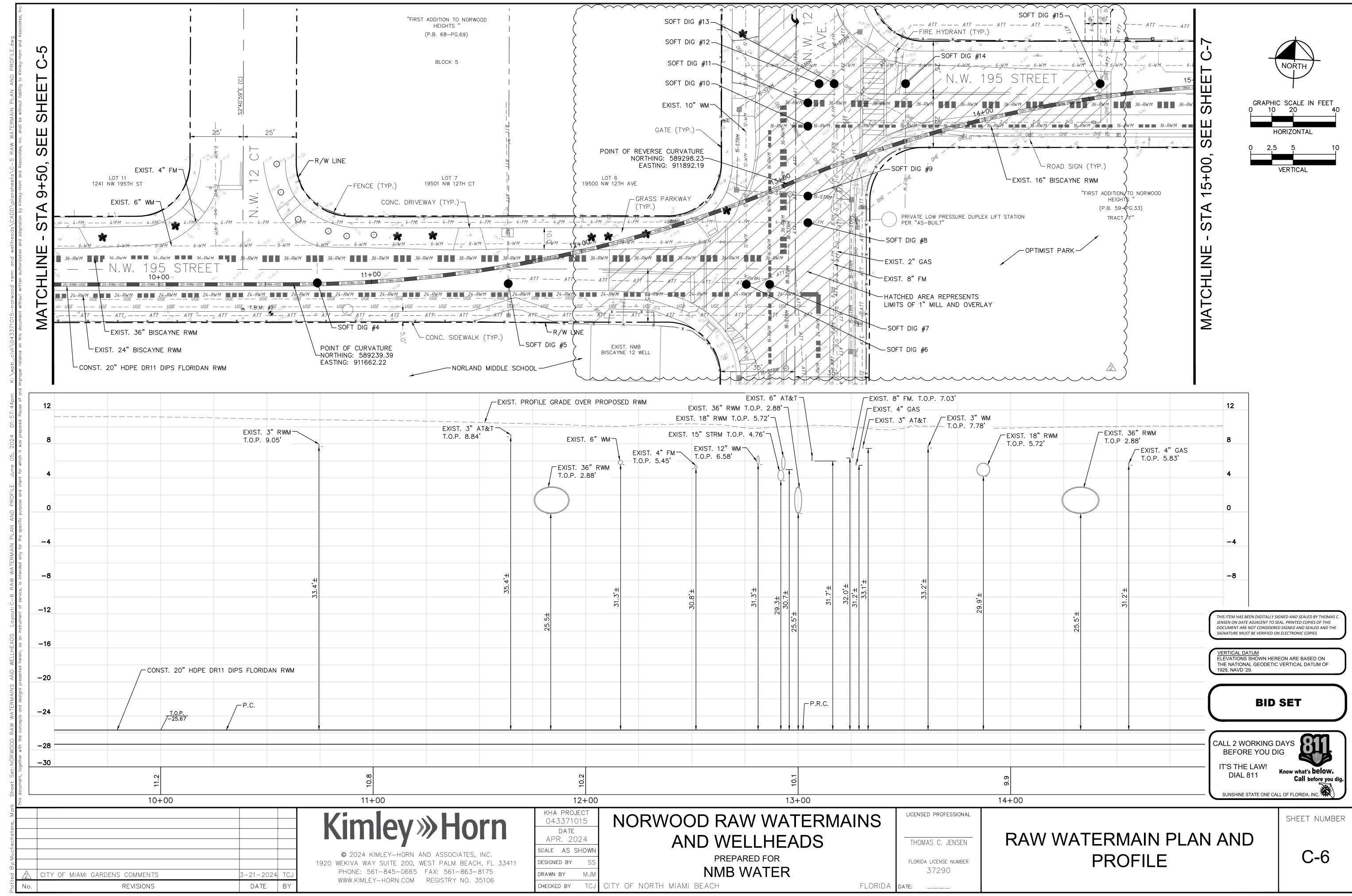
OVERALL AERIAL SITE PLAN AND KEY SHEET SHEET NUMBER

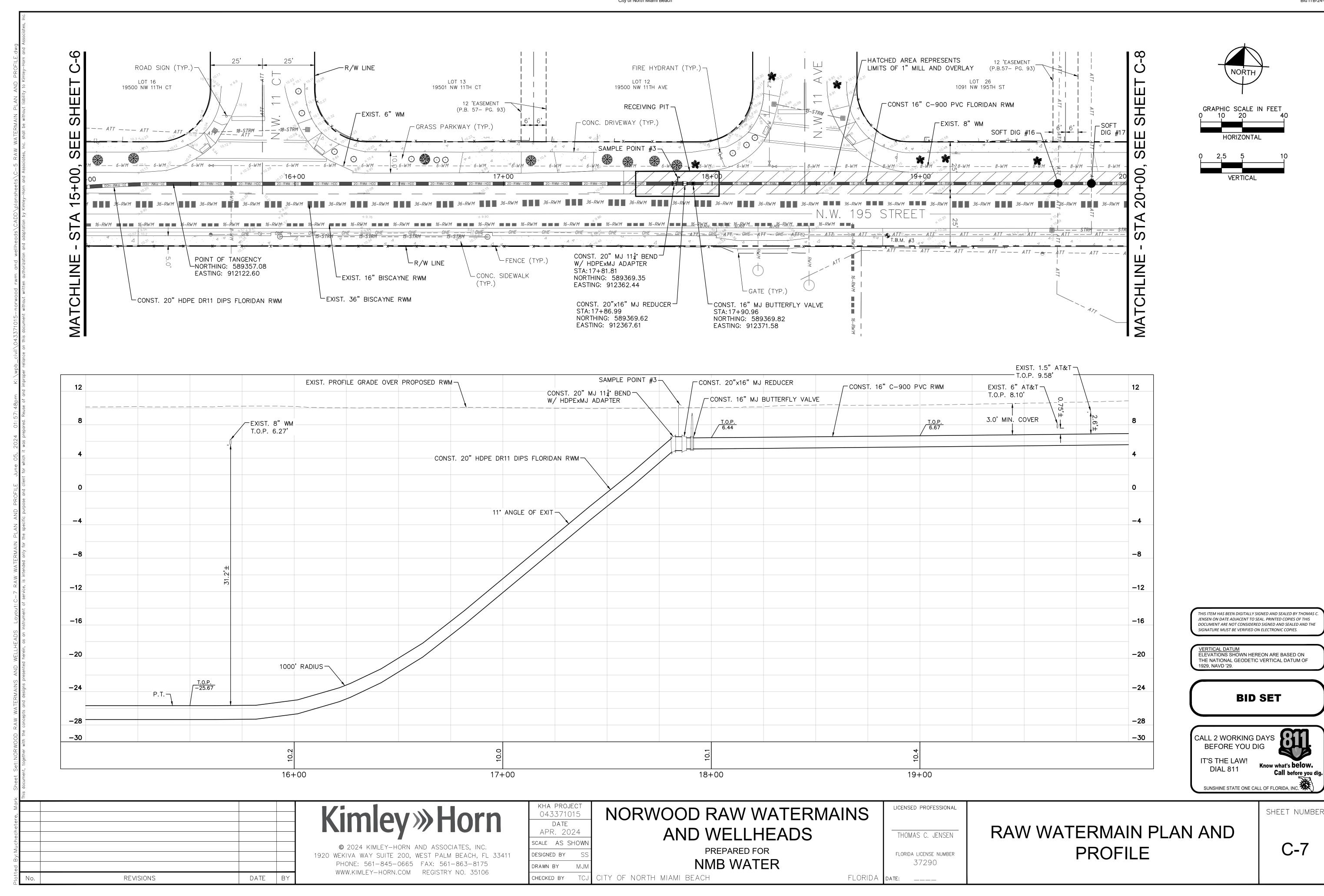
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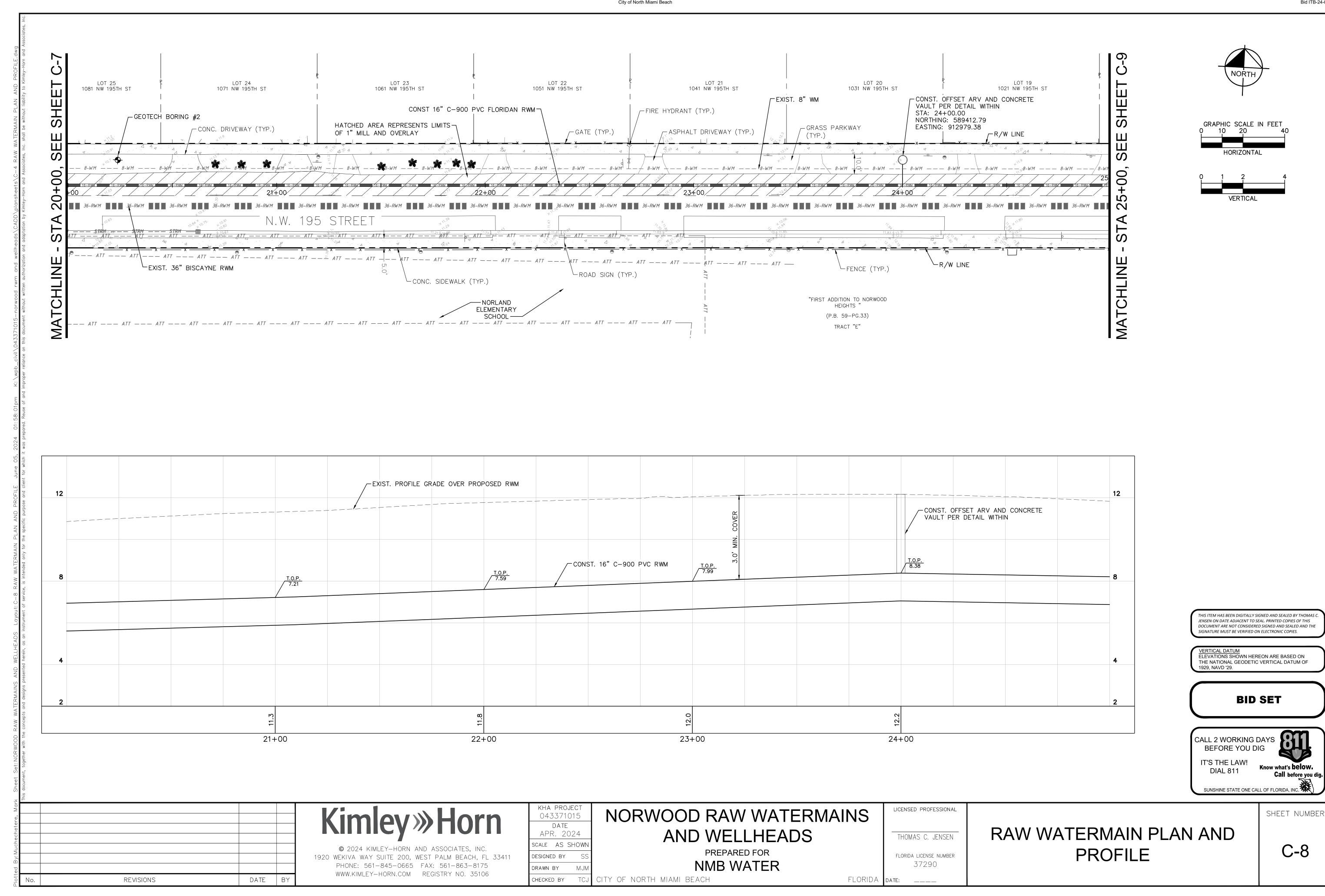


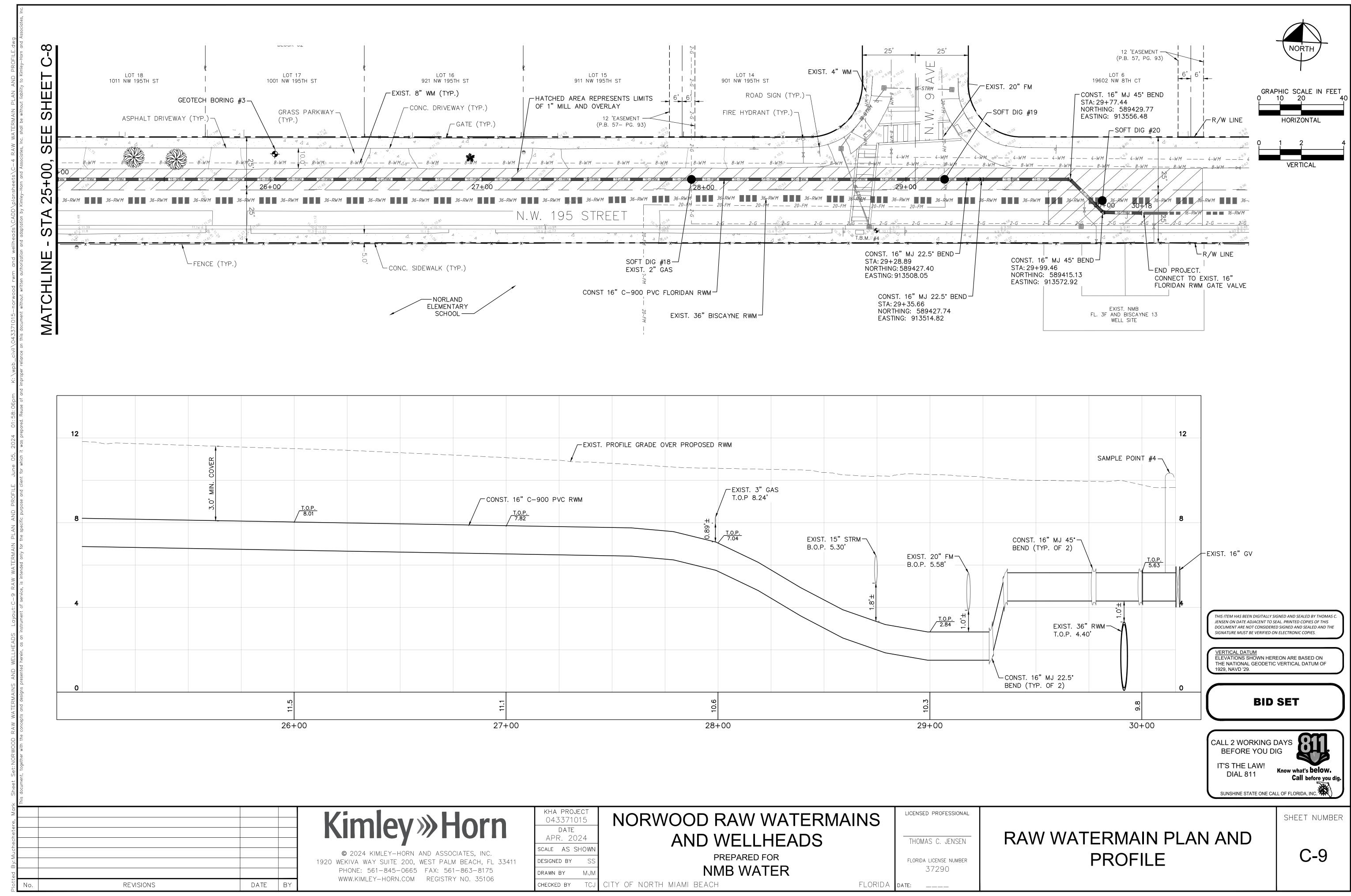
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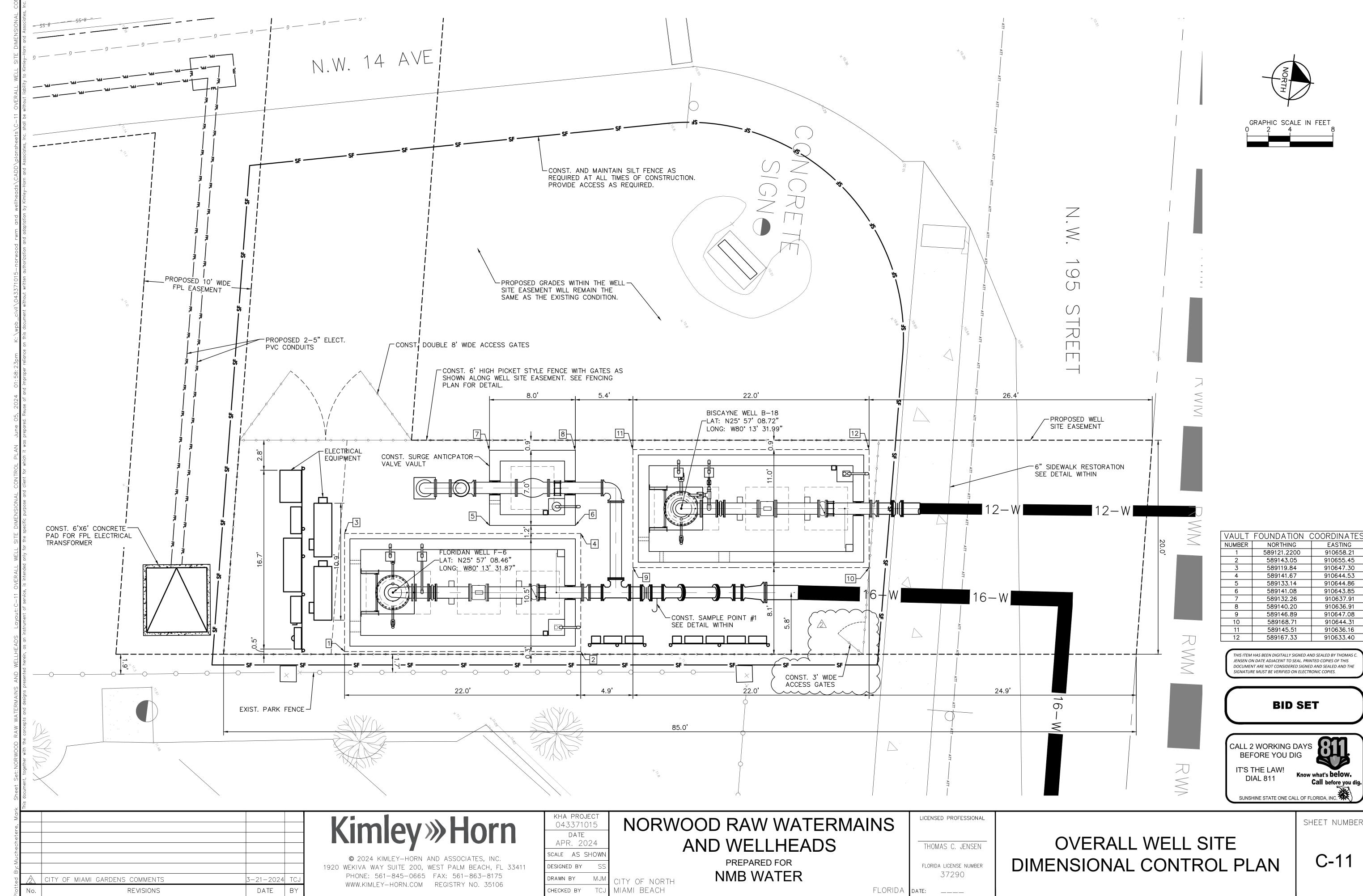


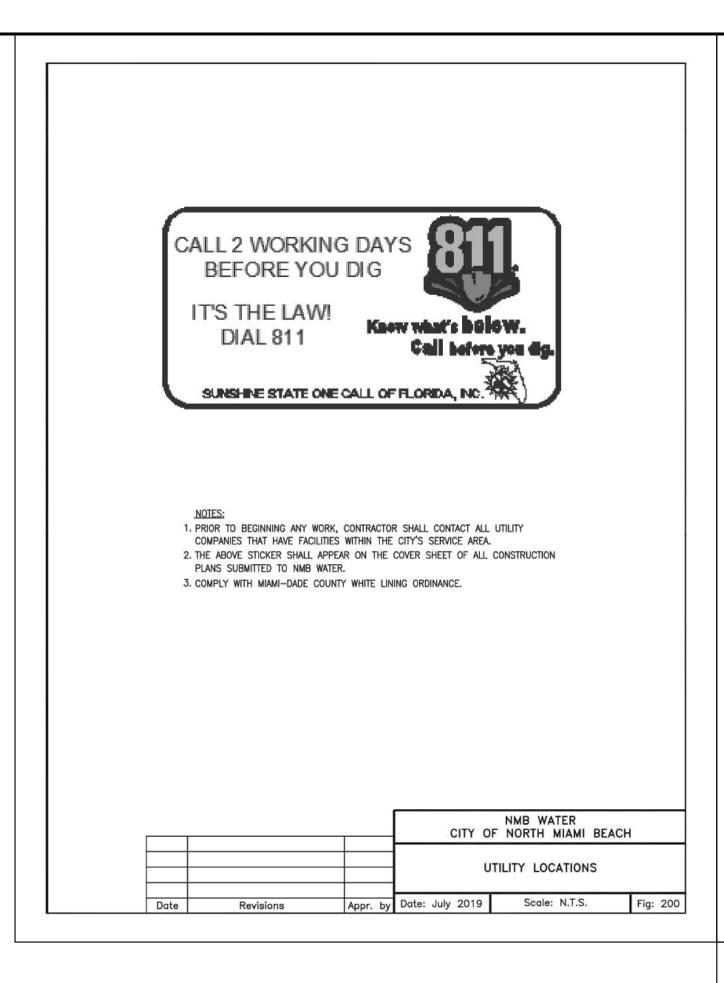


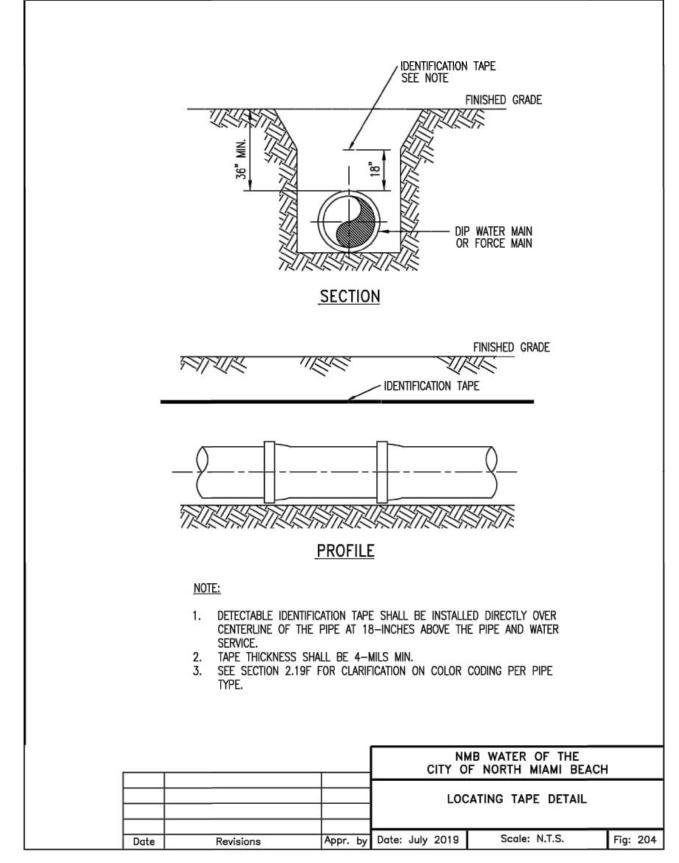


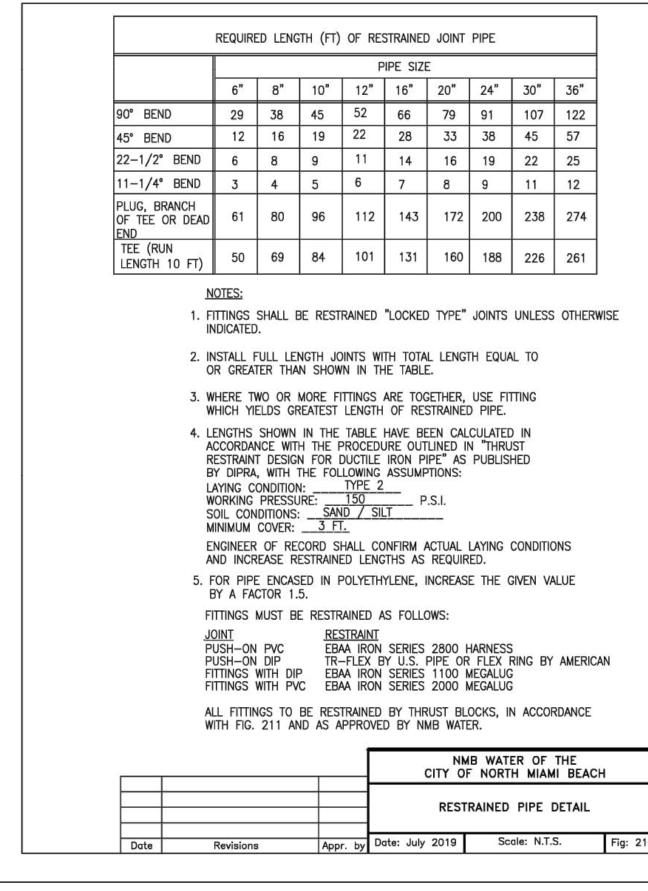


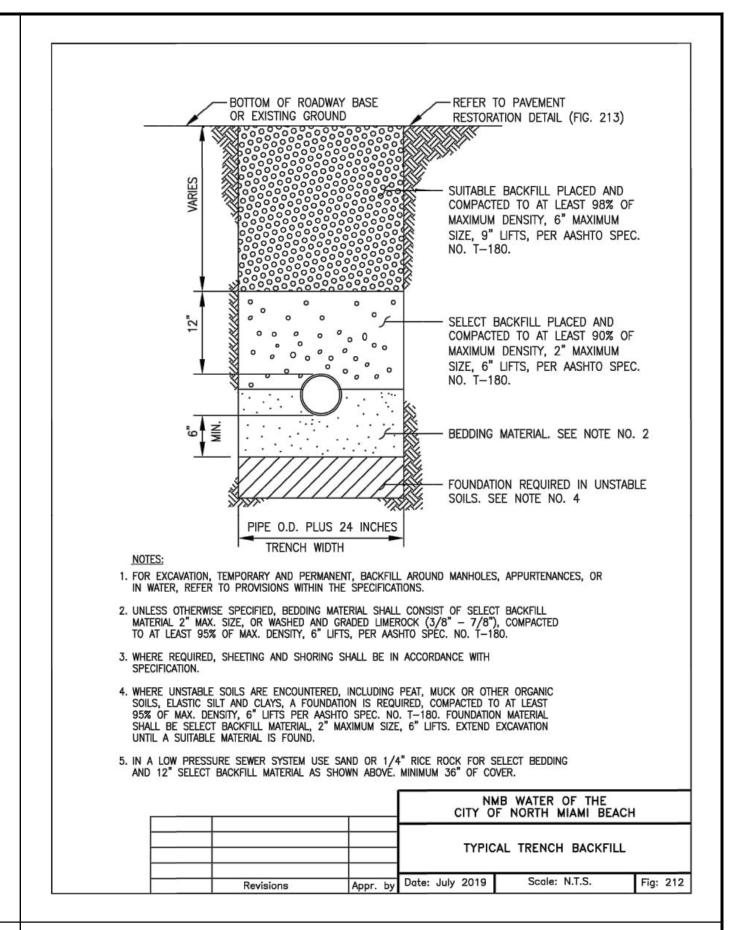




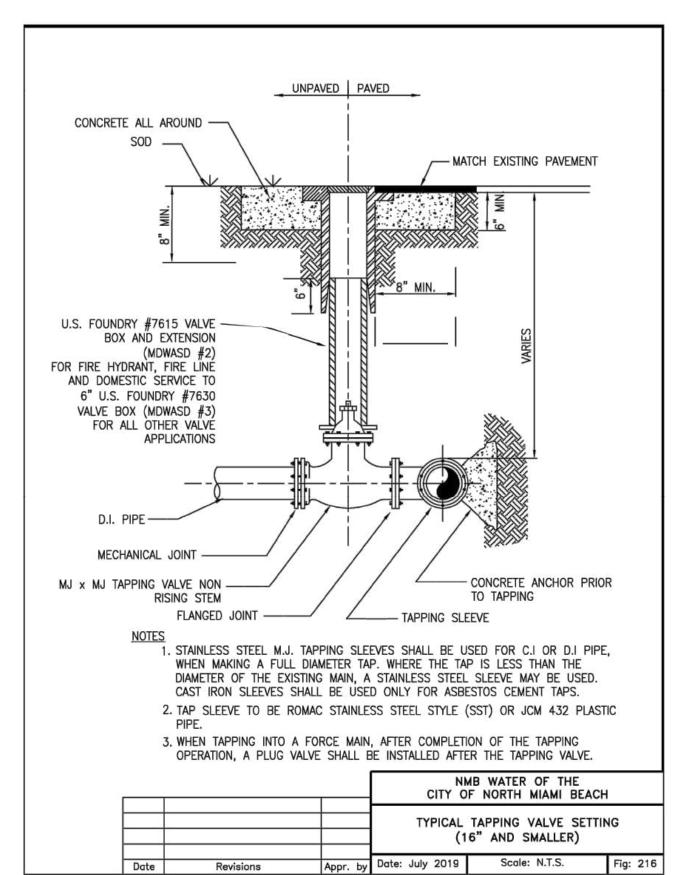


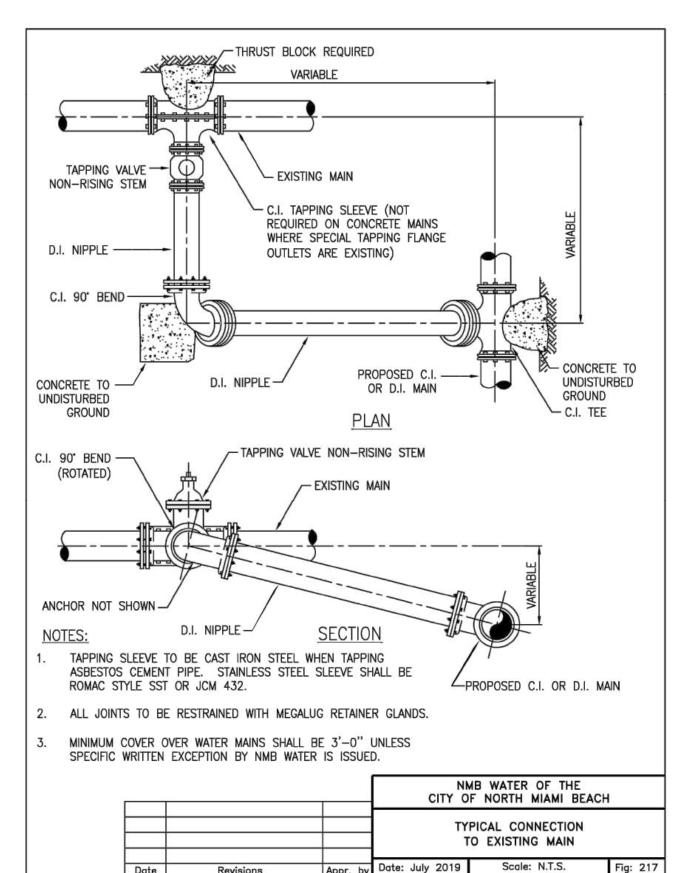


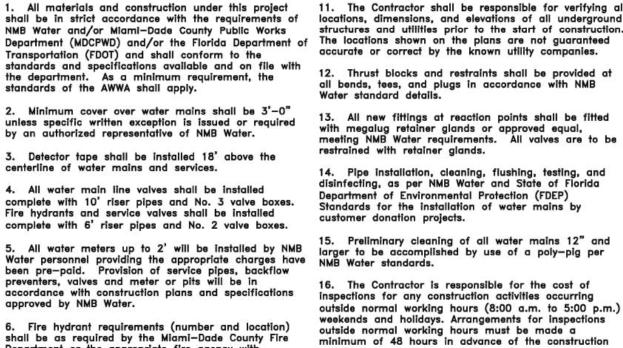




GENERAL NOTES & SPECIFICATIONS FOR WATER MAIN INSTALLATIONS







Department or the appropriate fire agency with installations in accordance with NMB Water standards Contractor MUST call the NMB Water and all other applicable permitting agencies to arrange for a Pre-Construction Meeting at least 72 hours prior to

proposed start of construction. previously approved. All other requirements of the permitting agency shall be in accordance with their

9. Work performed under this project will not be considered as complete until final acceptance of the system by the department and until the following ocuments are received and approved by NMB Water:

- \* Easements, if required (whether by deed or plat suitably recorded) \* Contractor's Waiver and Release of Lien
- Absolute Bill of Sale \* Contractor's Letter of Warranty (i.e. Letter Agreement) \* Contractor's Maintenance Bond (for 1 year)
- \* As-Built 4 ml mylar 24" x 36" showing specific locations, depths, etc. of all water facilities as located by a licensed surveyor, along with two (2) prints of the "As-Built" which have been signed and sealed by a registered surveyor or Engineer of record and endorsed by the Contractor in accordance with NMB Water

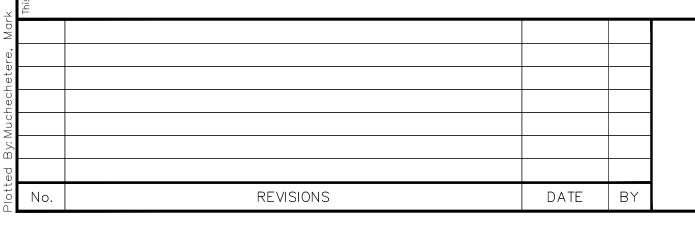
sidewalk replacement, trench backfilling and compaction shall comply with the applicable current NMB, MDCPWD, Miami Gardens, Aventura, Sunny Isles Beach, North Miami, and FDOT Standards. 19. All gate valves to be resilient seat per 20. Where field conditions require, as determined by NMB Water, the water main shall be polyethylene encased in accordance with AWWA-C105. 21. The Contractor shall be responsible for providing NMB Water with Miami-Dade Department of Health (DOH) Letter of Clearance to Place a Public Drinking Water provide NMB Water with a signed and sealed pressure test report certifying pressure test results. 10. All new connections from existing NMB Water NMB WATER OF THE mains to be inspected by NMB Water personnel prior to CITY OF NORTH MIAMI BEACH POTABLE WATER MAINS GENERAL NOTES Appr. by Date: July 2019

17. All trenches to be over-excavated a minimum of

6" to provide for installation of rock bedding in

Surface restoration, pavement replacement,

accordance with NMB Water Standards.



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JENSEN ON DATE ADJACENT TO SEAL. PRINTED COPIES OF THIS

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043371015 DATE APR. 2024 CALE AS SHOWN ESIGNED BY

CITY OF NORTH

MIAMI BEACH

DRAWN BY

HECKED BY

NORWOOD RAW WATERMAINS AND WELLHEADS

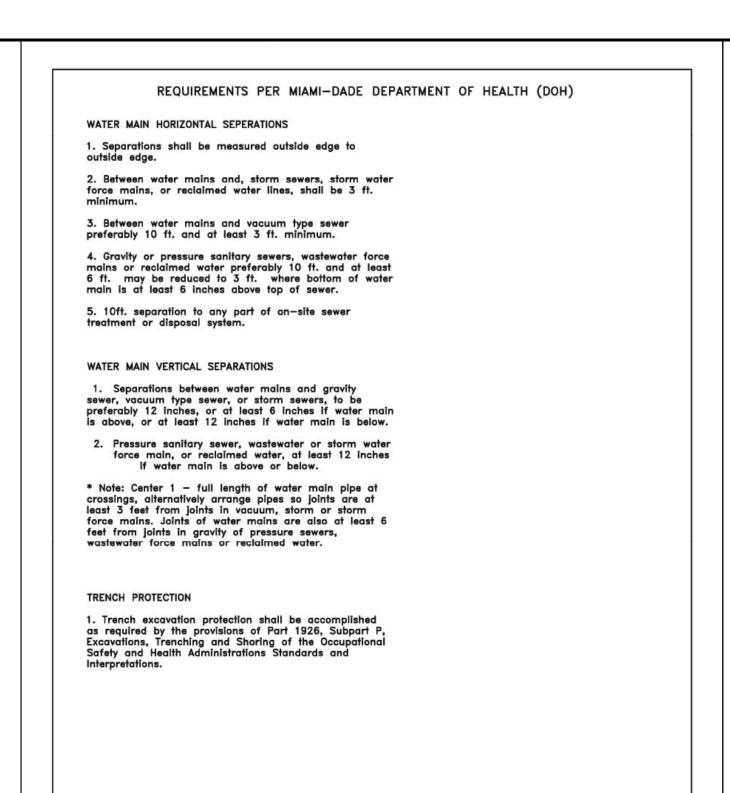
PREPARED FOR **NMB WATER**  LICENSED PROFESSIONAL THOMAS C. JENSEN

> FLORIDA LICENSE NUMBER 37290

FLORIDA | DATE:

NMB WATER STANDARD DETAILS

SHEET NUMBER



NMB WATER OF THE

CITY OF NORTH MIAMI BEACH

POTABLE WATER MAINS

GENERAL NOTES

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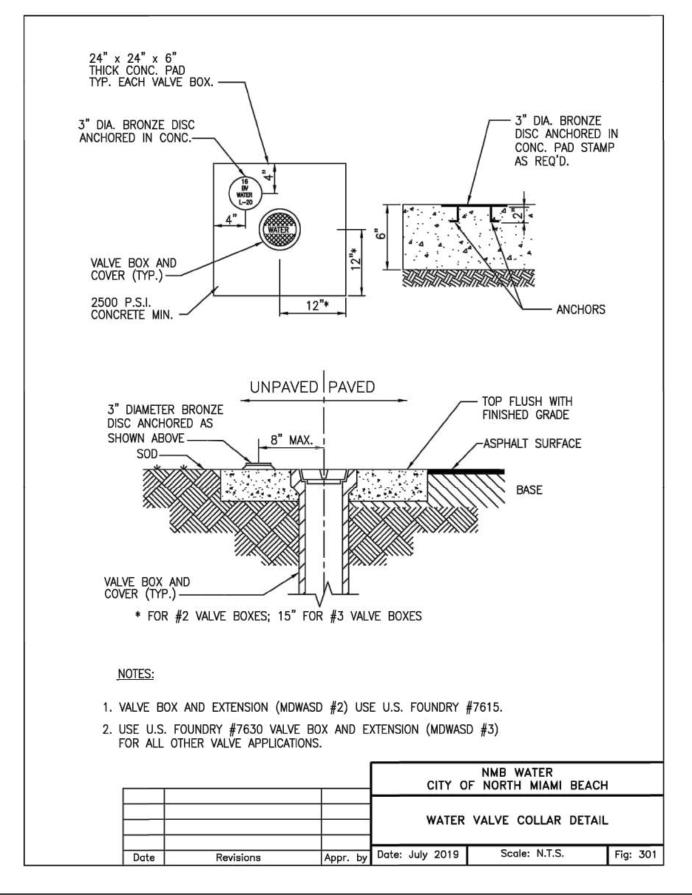
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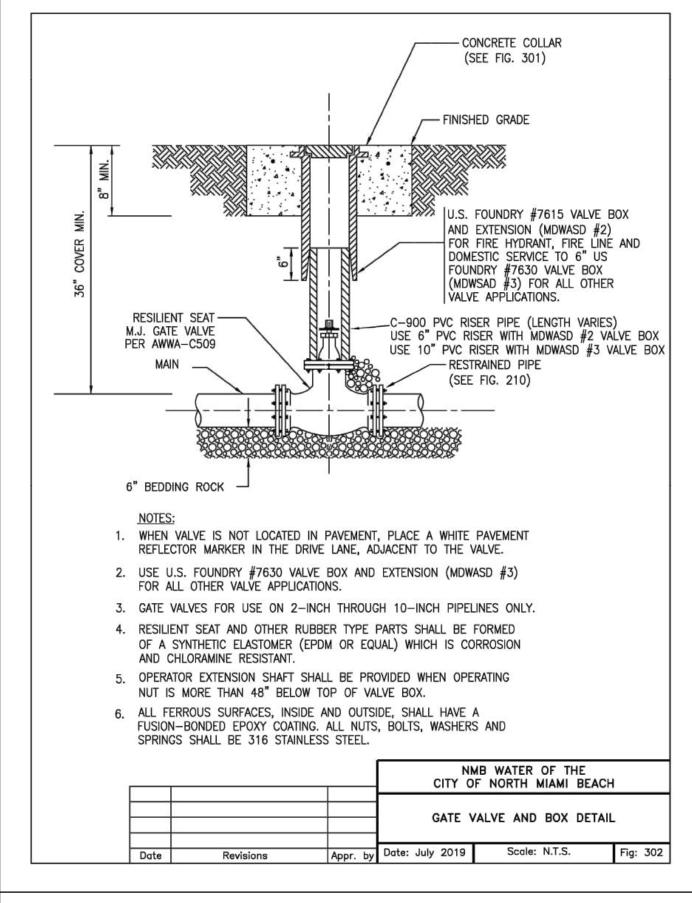
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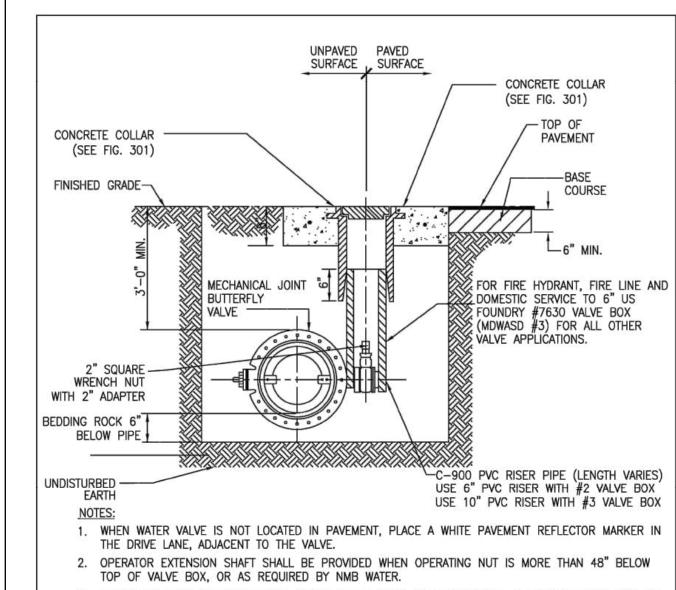
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Appr. by Date: July 2019 Scale: N.T.S.







3. VALVE MANUFACTURER, TYPE, SIZE, CLASS AND NUMBER OF TURNS SHALL BE STAMPED INTO TOP OF

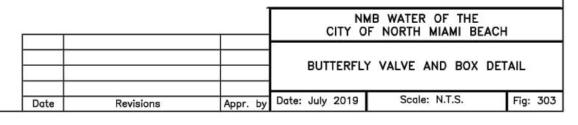
CENTERING PLATE IN LETTERS AND NUMERALS NOT LESS THAN 3/8" HIGH. 4. ALL VALVES TO BE RESTRAINED WITH MEGALUG RETAINER GLANDS OR APPROVED EQUAL.

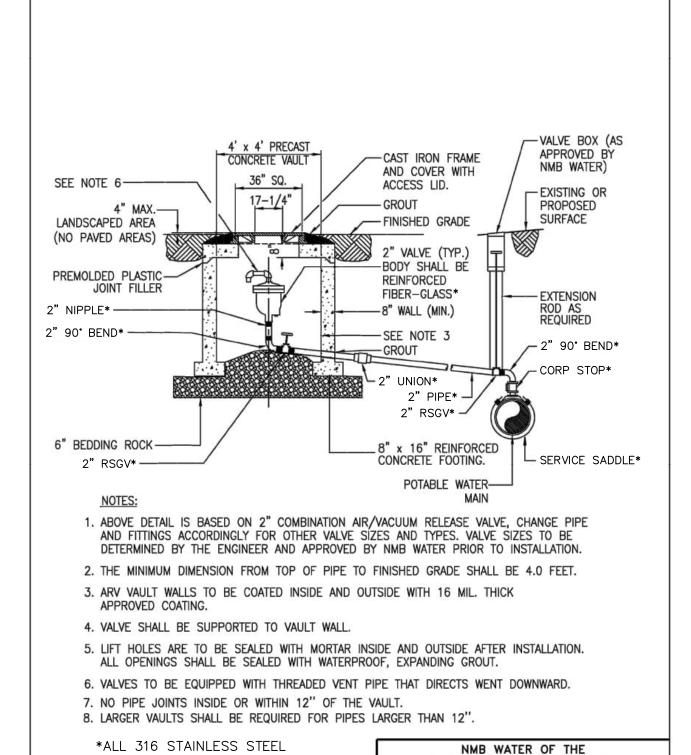
5. ALL B.F.V. SHALL CONFORM TO A.N.S.I./A.W.W.A. C-504 CLASS 150-B STANDARDS.

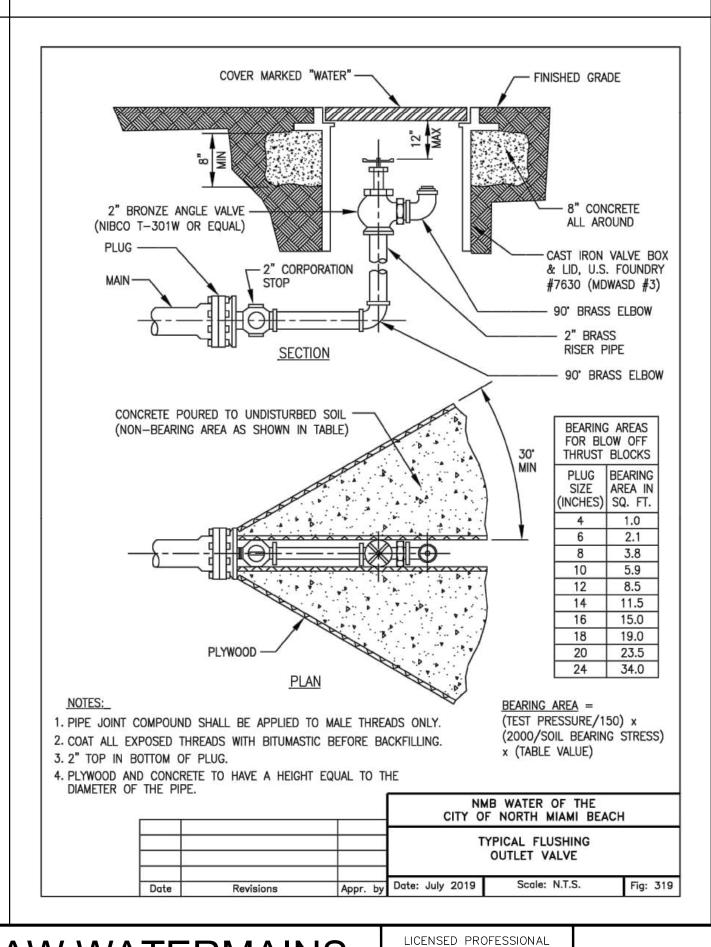
6. BFV SHALL HAVE A MECHANICALLY RETAINED BODY SEAT.

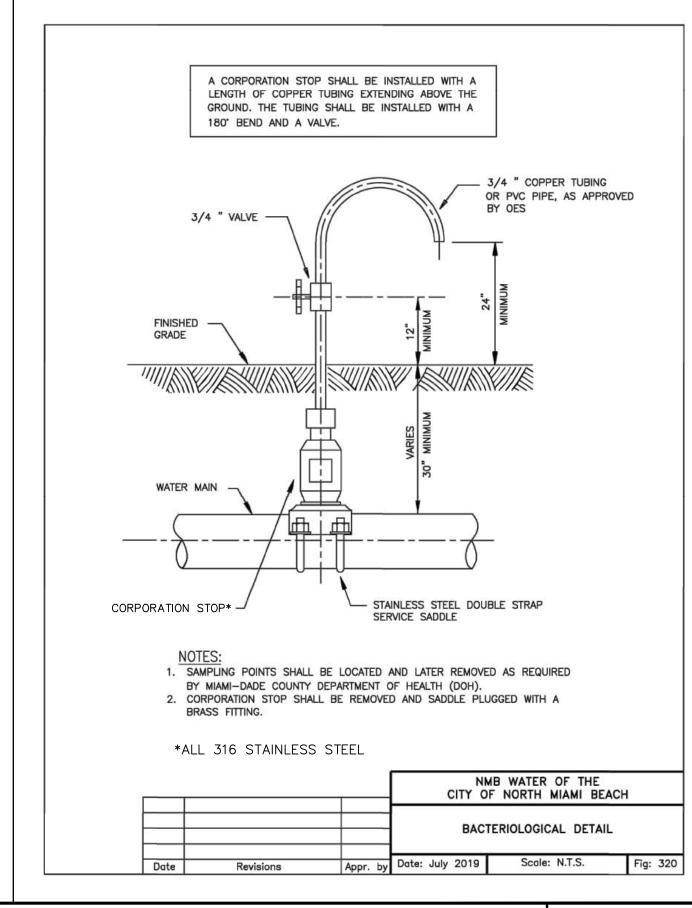
7. BFV NUT TO BE ON NORTH OR WEST SIDE OF MAIN WHEREVER POSSIBLE.

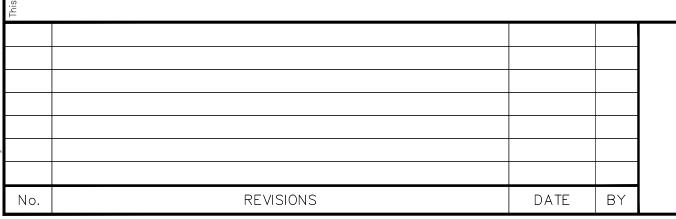
8. BFV SHALL ONLY BE USED WITH WRITTEN PREMISSION BY NMB WATER. IF GRANTED, BFV SHALL BE USED ON WATER MAINS 12-INCH AND LARGER.











2/3/2025 7:13 PM

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043371015 DATE APR. 2024 CALE AS SHOWN ESIGNED BY

DRAWN BY

HECKED BY

NORWOOD RAW WATERMAINS AND WELLHEADS

PREPARED FOR NMB WATER

THOMAS C. JENSEN FLORIDA LICENSE NUMBER

37290

FLORIDA | DATE:

NMB WATER STANDARD DETAILS

SHEET NUMBER

CITY OF NORTH MIAMI BEACH

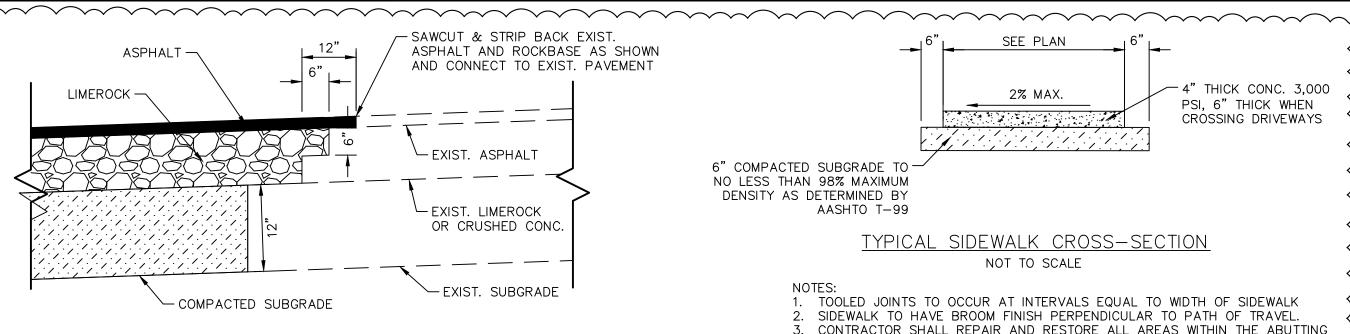
OFFSET AIR RELEASE VALVE DETAIL

POTABLE WATER SYSTEM

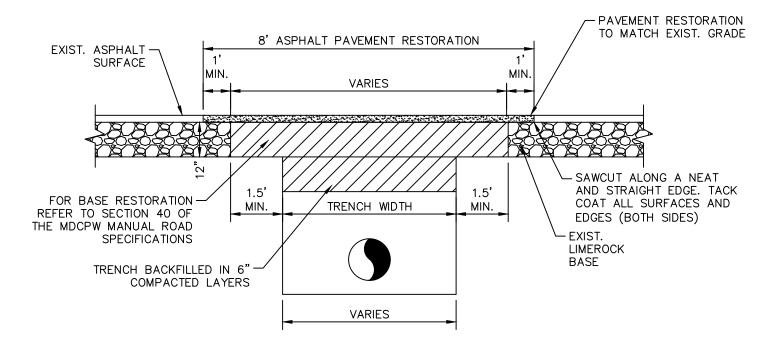
CITY OF NORTH

MIAMI BEACH

Date: July 2019



CONNECTION TO EXISTING PAVEMENT DETAIL NOT TO SCALE



- **GENERAL NOTES:**
- I. 12" LBR40 SUBGRADE (COMPACTED TO 98% OF MAXIMUM DENSITY).
- 2. 12" LIMEROCK BASE MATERIAL SHALL BE PLACED IN (2) 6 INCH LIFTS AND EACH LIFT COMPACTED TO 98% OF MAXIMUM DENSITY, PFR AASHTO T-180
- 3. ASPHALTIC CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED
- 4. SURFACE TREATED PAVEMENT JOINTS SHALL BE LAPPED AND FEATHERED. PAVEMENT MATERIAL SHALL MATCH A 3/4" MIN OR FDOT TYPE SP-9.5 (FINE MIX) FIRST LIFT AND 3/4" (MIN.) FDOT FC-9.5 TOP LIFT, SEE OVERLAY DETAIL. MATCH EXISTING GRADES AT LIMIT OF SAWCUT.
- 5. BID PRICES FOR PIPE AND/OR FRENCH DRAIN SHALL INCLUDE PAVEMENT RESTORATION TO MATCH EXISTING GRADES. CONTRACTOR SHALL NOT LEAVE MORE THAN 1,100-FEET OF EXPOSED LIMEROCK BASE AT ANY TIME DURING THE
- TRENCH/PAVEMENT RESTORATION PROCESS. 6. WHEN TRENCHING OUTSIDE THE PAVEMENT AREA, ASPHALT AND BASE MATERIAL REFERENCED IN GENERAL NOTES ARE NOT REQUIRED. RESTORE OR REPLACE ALL PUBLIC OR PRIVATE PROPERTY TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO COMMENCEMENT OF CONSTRUCTION. ALL IMPACTED AREAS SHALL BE
- COMPACTED TO 95% DENSITY IN 6-INCH MAXIMUM LIFTS. 7. PAVEMENT RESTORATION FOR LONGITUDINAL CUTS SHALL INCLUDE FULL LANE WIDTH RESURFACING FOR EACH LANE WITHIN WHICH THE CUT EXTENDS.
- 8. IN SOME CASES IT WILL BE NECESSARY TO OVERLAY MORE THAN ONE (1) LANE WITH ASPHALTIC CONCRETE TO
- SATISFY PAVEMENT SLOPE 9. CONTRACTOR MAY ELECT TO BACKFILL WITH 1:0 SAND-CEMENT MIX.

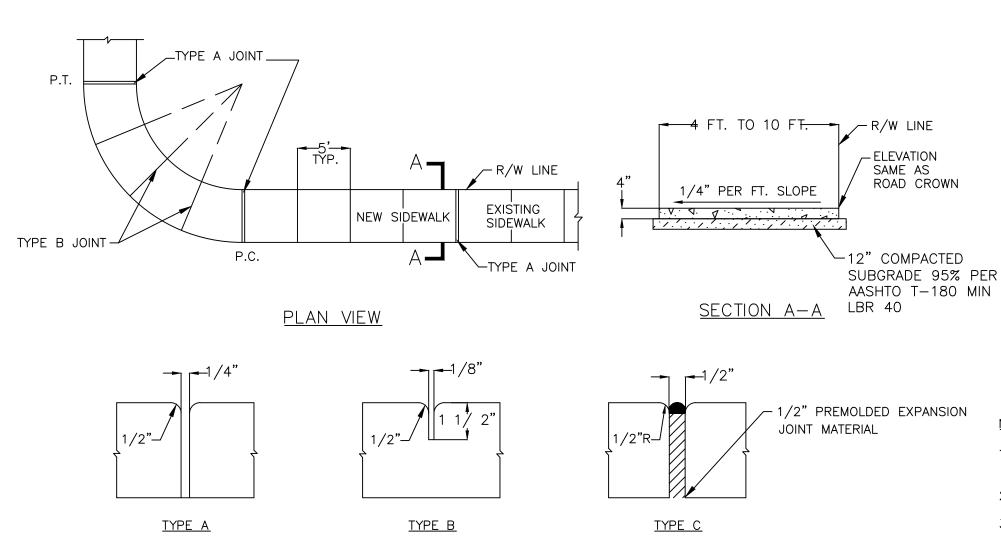
∖ CITY OF MIAMI GARDENS COMMENTS

REVISIONS

\ | DERM GENERAL NOTES

#### TRENCH/PAVEMENT RESTORATION

NOT TO SCALE



3-21-2024

10-9-2023

DATE BY

PAVING LEGEND FIRST LIFT 1 1/2" SP 12.5 AND SECOND LIFT 1" FC 9.5 12" LIMEROCK BASE COMPACTED TO AT LEAST 98% IN (2) 6" LIFTS WITH MINIMUM LBR OF 100 12" THICK SUBGRADE COMPACTED AND STABILIZED WITH MINIMUM DESIGN LBR OF 40 COMPACTED TO AT LEAST 98% OF MAXIMUM DRY DENSITY (AASHTO T-100) PAVEMENT CROSS-SECTION NOT TO SCALE

2% MAX.

TYPICAL SIDEWALK CROSS-SECTION

NOT TO SCALE

BETTER THAN EXISTING AT NO ADDITIONAL COST TO THE OWNER.

TOOLED JOINTS TO OCCUR AT INTERVALS EQUAL TO WIDTH OF SIDEWALK

SIDEWALK TO HAVE BROOM FINISH PERPENDICULAR TO PATH OF TRAVEL.

R/W DISTURBED DURING CONSTRUCTION TO A CONDITION EQUAL TO OR

4. ALL DEMOLISHED SIDEWALKS AND ADDITIONS ARE TO BE REPLACED WITH

5. ALL DEMOLISHED SIDEWALK RAMPS ARE TO BE REPLACED AS PER ADA

7. SIDEWALK TO SLOPE NO MORE THAN 2% TOWARDS ROADWAY AND AWAY

3. CONTRACTOR SHALL REPAIR AND RESTORE ALL AREAS WITHIN THE ABUTTING

CONCRETE SIDEWALK TO MATCH EXISTING AT NO ADDITIONAL COST TO THE

STANDARDS AND INCLUDE ADA COMPLIANT DETECTABLE WARNINGS AT NO

6. WHEN SIDEWALK ABUTS PRIVATE PROPERTY, COMPACTED SUBGRADE IS NOT

8. WHEN ABUTTING RIGHT-OF-WAY, COMPACTED SUBGRADE IS NOT TO EXTEND

6" COMPACTED SUBGRADE TO-

NO LESS THAN 98% MAXIMUM

DENSITY AS DETERMINED BY

AASHTO T-99

ADDITIONAL COST TO THE OWNER.

TO EXTEND PAST PROPERTY LINE.

INTO PRIVATE PROPERTY.

TABLE OF SIDEWALK  THICKNESS — T				
LOCATION				
STANDARD SIDEWALK	4"			
AT DRIVEWAYS AND OTHER AREAS	6"			
	1			
TABLE OF OIDEWALK JOINTO				

TABLE OF CIDENALL

TA	BLE OF SIDEWALK JOINTS
	LOCATION
А	P.C. AND P.T. OF CURVES. JUNCTION OF EXISTING AND NEW SIDEWALK.
В	5'-0" CENTER TO CENTER ON SIDEWALK.
С	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES

- 1. PLACE #10/10 6x6 WIRE MESH IN THE PORTION OF THE SIDEWALK THAT CROSSES THE DRIVEWAY
- 2. STANDARD SIDEWALK TO BE 3000 PSI @ 28
- CONCRETE FOR SIDEWALK AT DRIVEWAYS AND
- LOADING ZONES SHALL BE 4000 PSI @ 28 DAYS
- MEMBRANE, OR OTHER APPROVED METHOD.

KHA PROJECT

043371015 DATE

APR. 2024

(HEAVY DUTY) 4. CURE ALL CONCRETE WITH CLEAN SAND, PLASTIC

THICK CONC. 3,000

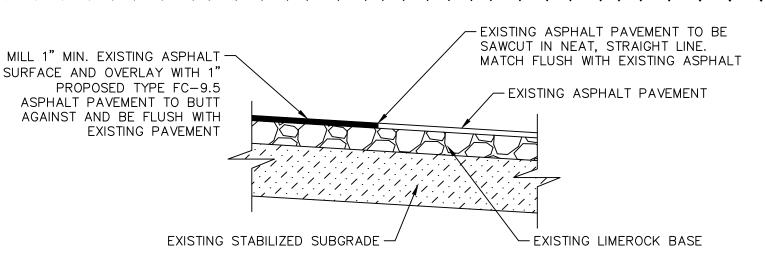
PSI, 6" THICK WHEN CROSSING DRIVEWAYS

#### **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

- 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.
- 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.
- 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
- 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)
- 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.
- 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 <u>asbestos@miamidade.gov</u> or 305-372-6925.

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ASPHALT MILLING AND RESURFACING DETAIL NOT TO SCALE

LICENSED PROFESSIONAL

THOMAS C. JENSEN

37290 FLORIDA | DATE:

FLORIDA LICENSE NUMBER

SHEET NUMBER

**BID SET** 

NMB WATER STANDARD DETAILS

STANDARD DETAIL
TRENCH WITH NATIVE BACKFII

OFF-SITE AND CAN BE PERMANENTLY STABILIZED.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THOMAS C

JENSEN ON DATE ADJACENT TO SEAL. PRINTED COPIES OF THIS

SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE

SEDIMENT WHEN NECESSARY.

EXTRA STRENGTH FILTER FABRIC NEEDED WITHOUT-

10' MAX. SPACING WITH WIRE

SUPPORT FENCE

- FILTER FABRIC ATTACHED

SECURELY TO UPSTREAM

4"X4" TRENCH ANCHORING FILTER

FABRIC WITH COMPACTED BACKFILL

INSPECT AND REPAIR FENCE EVERY 7 DAYS AND AFTER EACH STORM EVENT AND REMOVE

SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.

STAKED SILT FENCE

DOUBLE ROW SILT FENCE SHALL BE INSTALLED WITH 3' HORIZONTAL SPACING.

REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT

OF POST

SUPPORT FENCE 6' MAX. SPACING WITHOUT WIRE

RUNOFF WATERS

ATTACHING TWO SILT FENCES

POST THE END

SECOND FENCE

ROTATE BOTH

CLOCKWISE

DIRECTION TO CREATE A TIGHT

SEAL WITH THE

FABRIC MATERIAL

DRIVE BOTH POSTS

18 INCHES INTO TH GROUND AND BURY

KHA

POSTS AT LEAST

180 DEGREES IN A

INSIDE THE END

POST OF THE FIRST

POST OF THE

FENCE

WIRE MESH SUPPORT

WOOD POST

WOOD POST

9" MAX.

(RECOMMENDED)

STORAGE HEIGHT

36" HIGH MAX.

24" HIGH MIN.



SIDEWALK DESIGN STANDARDS

NOT TO SCALE

1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411 PHONE: 561-845-0665 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

CALE AS SHOWN ESIGNED BY DRAWN BY HECKED BY

CITY OF NORTH MIAMI BEACH

NORWOOD RAW WATERMAINS

AND WELLHEADS

PREPARED FOR

**NMB WATER** 

City of North Miami Beach Bid ITB-24-039-SG

> 6'-0" STANDARD SECTION \_2"x1" CROSS BAR (TYP. OF 3) \_10" DIA. RINGS (6 PER SECTION)

## **EXISTING FENCING**

N.T.S.

#### FENCING NOTES:

- 1. NEW WELL SITE FENCING AND GATES TO MATCH EXISTING PARK FENCING.
- 2. CONTRACTOR TO MATCH COLOR, STYLE AND FINISH OF EXISTING FENCING ALONG PARK PARKING LOT.
- 3. CONCRETE COLUMNS ARE NOT REQUIRED.
- 4. SUBMIT SHOP DRAWINGS FOR LINE, CORNER AND GATE POSTS, PEDESTRIAN GATE AND DOUBLE WIDE SWING GATES WITH LOCKING CAPABILITY, AND ALL APPLICABLE APPURTENANCES AS REQUIRED FOR APPROVAL PRIOR TO ANY FABRICATION.

JENSEN ON DATE ADJACENT TO SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

**BID SET** 

CALL 2 WORKING DAYS BEFORE YOU DIG

IT'S THE LAW! **DIAL 811** 

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

SHEET NUMBER

REVISIONS DATE BY

Kimley» Horn

© 2024 KIMLEY—HORN AND ASSOCIATES, INC. 1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411 PHONE: 561-845-0665 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

KHA PROJECT 043371015 DATE APR. 2024 SCALE AS SHOWN

ESIGNED BY

CITY OF NORTH

MIAMI BEACH

DRAWN BY

NORWOOD RAW WATERMAINS AND WELLHEADS PREPARED FOR

NMB WATER

THOMAS C. JENSEN FLORIDA LICENSE NUMBER

LICENSED PROFESSIONAL

37290

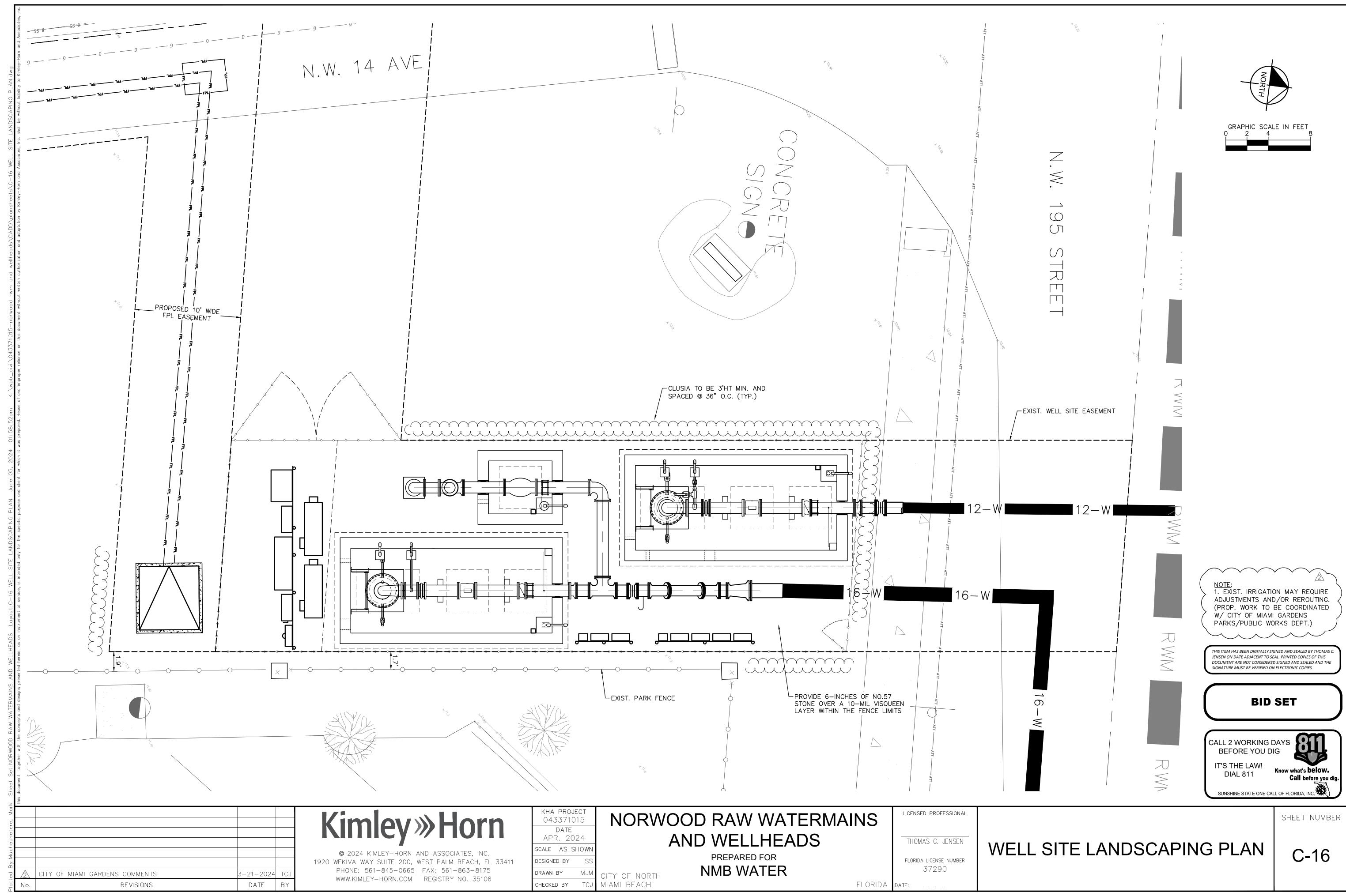
FLORIDA DATE:

WELL SITE FENCING DETAILS

\_2" SQ. LINE POST W/CAP

\_1" SQ. FENCING W/DECORATIVE CAP (13 PER SECTION)

C-15



#### GENERAL NOTES

PRIOR TO CONSTRUCTION.

- THESE NOTES ARE NOT INTENDED TO REPLACE THE PROJECT SPECIFICATIONS OR CONSTRUCTION DRAWING NOTES & DETAILS. IN CASE OF CONFLICT BETWEEN THE REQUIREMENTS OF THE SPECIFICATIONS/CONSTRUCTION DRAWINGS AND THESE NOTES. THE MORE STRINGENT REQUIREMENT SHALL APPLY.
- THE GOVERNING CODES FOR THIS PROJECT ARE THE 2020 FLORIDA BUILDING CODE AND ACI 350-06. THE CONTRACT DOCUMENTS HAVE MADE NO INTENT TO GIVE SPECIFIC INSTRUCTIONS CONCERNING THE MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES AND ASSIGNMENT OF WORK.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR SUPERVISING AND DIRECTING THE WORK CONSTRUCTION SHALL COMPLY WITH REQUIREMENTS OF THE GOVERNING BUILDING CODE AND ALL OTHER
- APPLICABLE FEDERAL, STATE AND LOCAL CODES, STANDARDS, REGULATIONS AND LAWS. THE STRUCTURAL DRAWINGS ARE TO BE USED IN CONJUNCTION WITH THOSE OF THE OTHER TRADES. IF A
- CONFLICT EXISTS. THE MORE STRINGENT REQUIREMENT SHALL APPLY AND NOTIFY THE ENGINEER CONTRACTOR SHALL VISIT PROJECT SITE AND BE FAMILIAR WITH THE PROPOSED WORK. TAKE FIELD MEASUREMENTS AND VERIFY ALL FIELD CONDITIONS, AND REPORT ANY DISCREPANCIES TO THE ENGINEER
- CONTRACTOR SHALL REVIEW ALL CONTRACT DOCUMENTS, DIMENSIONS AND SITE CONDITIONS AND COORDINATE WITH FIELD DIMENSIONS AND PROJECT SHOP DRAWINGS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS GIVEN ON STRUCTURAL DRAWINGS RELATING TO GRID LINES COLUMN AND WALL LOCATIONS, STRUCTURAL AND FINISHED FLOOR ELEVATIONS, MEMBER SIZES, ETC, WITH THE DRAWINGS OF OTHER TRADES BEFORE STARTING ANY WORK. REPORT ANY DISCREPANCIES VERBALLY AND IN WRITING IMMEDIATELY TO ENGINEER PRIOR TO PROCEEDING WITH WORK. WORK SHALL NOT COMMENCE UNTIL THE DISCREPANCIES ARE RESOLVED. DO NOT CHANGE SIZE OR DIMENSIONS OF
- STRUCTURAL MEMBERS WITHOUT WRITTEN INSTRUCTIONS FROM THE PROJECT ENGINEER OF RECORD DISCREPANCIES. OMISSIONS OR VARIATIONS NOTED ON THE DRAWINGS OR IN THE SPECIFICATIONS DISCOVERED DURING AND AFTER THE BIDDING PERIOD SHALL BE IMMEDIATELY COMMUNICATED IN WRITING TO THE ENGINEER
- 10. CONTRACTOR SHALL PROTECT EXISTING FACILITIES, STRUCTURES AND UTILITY LINES FROM DAMAGE AND SHALL PROTECT HIS WORK, ADJACENT PROPERTY AND THE PUBLIC. CONTRACTOR IS SOLELY RESPONSIBLE FOR JOB SITE SAFETY, CONSTRUCTION PROCEDURES AND DAMAGE OR INJURY DUE TO HIS ACT OR NEGLECT.
- 11. SCALING OF DRAWINGS SHALL NOT BE USED TO OBTAIN OR VERIFY ANY DIMENSION SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL REFER TO THE ENGINEER FOR INSTRUCTION FOR ANY DIMENSION NOT
- 12. SEE DRAWINGS OF OTHER TRADES FOR SIZE AND LOCATION OF POSSIBLE ADDITIONAL OPENINGS IN STRUCTURES NOT SHOWN IN STRUCTURAL DRAWINGS.
- 13. DETAILS LABELED "TYPICAL DETAILS" ON THE DRAWINGS APPLY TO ALL SITUATIONS THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY DETAILED. SUCH DETAILS APPLY WHETHER OR NOT THEY ARE KEYED IN AT EACH LOCATION. QUESTIONS REGARDING APPLICABILITY OF TYPICAL DETAILS SHALL BE RESOLVED BY THE ENGINEER.
- 14. CONTRACTOR SHALL PROVIDE 48 HOURS MINIMUM ADVANCE NOTICE TO ENGINEER FOR ALL REQUIRED FIELD
- 15. CONTRACTOR SHALL ASSEMBLE AND INSTALL MATERIALS AND PRODUCTS IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND WITH INDUSTRY/ASSOCIATION STANDARDS.
- 16. THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION) AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO COMMENCING WORK

#### **DOCUMENTS AND LIMITATIONS:**

- 1. THE DRAWINGS, CALCULATIONS, AND REPRODUCTIONS RELATING TO THE STRUCTURAL PART OF THE PROJECT ARE INSTRUMENTS OF SERVICE TO BE USED FOR THIS PROJECT ONLY.
- IT IS UNDERSTOOD THAT THE ENGINEER MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, AS TO THE FINDINGS, DESIGNS, RECOMMENDATIONS, SPECIFICATIONS, OR PROFESSIONAL ADVICE EXCEPT THAT THESE INSTRUMENTS OF SERVICE HAVE BEEN PREPARED IN ACCORDANCE WITH CURRENT GENERALLY ACCEPTED PROFESSIONAL ENGINEERING PRACTICES

#### SHOP DRAWINGS AND OTHER SUBMITTALS:

- 1. REVIEW OF SUBMITTALS BY THE ENGINEER IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AS PRESENTED BY THE CONTRACT DOCUMENTS. NO DETAILED CHECK OF QUANTITIES OR DIMENSIONS WILL BE MADE. ONLY THOSE SUBMITTALS REQUIRED TO BE SUBMITTED WILL BE REVIEWED. ALL OTHERS WILL BE RETURNED WITHOUT REVIEW.
- ALL SUBMITTALS SHALL BE ACCOMPANIED BY A LETTER OF TRANSMITTAL. CONTRACTOR'S SUBMITTAL NUMBER SHALL BE INDICATED ON TRANSMITTAL. DO NOT COMBINE DIFFERENT SUBMITTALS ON THE SAME TRANSMITTAL. SUBMIT SHOP DRAWINGS IN A TIMELY MANNER, CONSISTENT WITH THE ABOVE, AND PRIOR TO FABRICATION, INSTALLATION OR COMMENCEMENT OF THE WORK, ALLOW UP TO 10 WORKING DAYS FOR ENGINEER TO REVIEW AND RETURN SHOP DRAWINGS. NUMBER OF COPIES OF EACH SUBMITTED SHOP DRAWING SHALL BE SUFFICIENT FOR ENGINEER TO RETAIN 2 COPIES.
- ALL SUBMITTALS MUST BEAR EVIDENCE OF CONTRACTOR'S REVIEW (INCLUDING COMPANY STAMP AND DATED SIGNATURE OF REVIEWER) AND MUST BE APPROVED OR APPROVED AS NOTED BY HIM PRIOR TO SUBMITTING TO THE ENGINEER
- ALL CHANGES AND ADDITIONS MADE ON RESUBMITTALS MUST BE CLEARLY FLAGGED AND NOTED. THE PURPOSE OF THE RESUBMITTALS MUST BE CLEARLY NOTED ON THE LETTER OF TRANSMITTAL. ENGINEER REVIEW WILL BE LIMITED TO THOSE ITEMS CAUSING THE RESUBMITTAL
- 5. DO NOT REPRODUCE THE STRUCTURAL DRAWINGS FOR USE AS ERECTION, PLACING OR FABRICATION **DRAWINGS**
- 6. SUBMITTALS NOT MEETING THE ABOVE CRITERIA OR SUBMITTED AFTER FABRICATION WILL NOT BE **REVIEWED**
- SUBMITTALS: AS A MINIMUM, THE FOLLOWING SHALL BE SUBMITTED, AS APPLICABLE, TO THE ENGINEER FOR REVIEW AND COMPLIANCE WITH THE INTENT OF THE CONTRACT DOCUMENTS PRIOR TO FABRICATION, INSTALLATION, OR COMMENCEMENT OF THE WORK
  - a. CONCRETE, MORTAR AND GROUT MIX DESIGNS, INCLUDING ADMIXTURE DATA SHEETS.
  - BILL OF REINFORCING AND LAYOUT,
  - METAL FABRICATIONS INCLUDING HATCHES AND GRATINGS.
  - SHORING AND OR FORMWORK.
  - TEMPORARY SHEET PILES AND CALCULATIONS.
  - WATERSTOPS, INCLUDING LAYOUT PLAN. CONCRETE POURING AND CURING SEQUENCE (INCLUDING PROPOSED CONSTRUCTION JOINTS FOR
  - EACH STRUCTURE). h. DEWATERING PLAN
- 8. FOR ADDITIONAL CRITERIA APPLICABLE TO SUBMITTALS REQUIRING ENGINEERING INPUT BY A DELEGATED ENGINEER, SEE BELOW.

#### SUBMITTALS REQUIRING ENGINEER INPUT BY DELEGATED (SPECIALTY) ENGINEER:

- DELEGATED ENGINEER:
  - a. DEFINITION A FLORIDA PROFESSIONAL ENGINEER WHO UNDERTAKES A SPECIALTY SERVICE AND PROVIDES SERVICES OR CREATIVE WORK (DELEGATED ENGINEERING DOCUMENT) REGARDING A PORTION OF THE ENGINEERING PROJECT. THE DELEGATED ENGINEER IS THE ENGINEER OF RECORD FOR THAT PORTION OF THE ENGINEERING PROJECT
  - SHALL BE: (1) AN INDEPENDENT CONSULTANT, (2) AN EMPLOYEE OR OFFICER OF AN ENTITY SUPPLYING COMPONENTS TO A FABRICATOR OR CONTRACTOR, SO LONG AS THE ENGINEER ACTS AS AN INDEPENDENT CONSULTANT OR THROUGH A DULY QUALIFIED ENGINEERING CORPORATION, OR (3) AN EMPLOYEE OR OFFICER OF A FABRICATOR OR CONTRACTOR, SO LONG AS THE ENGINEER ACTS AS AN INDEPENDENT CONSULTANT OR THROUGH A DULY QUALIFIED **ENGINEERING CORPORATION.**
- 2. SUBMITTALS FOR CUSTOM DESIGNED, MANUFACTURED OR FABRICATED LOAD-CARRYING ITEMS AND CUSTOM FABRICATED ITEMS WHICH ARE REQUIRED BY CODES OR STANDARDS TO RESIST FORCES AND STRESSES. INCLUDING THEIR CONNECTIONS. ANCHORAGES AND ATTACHMENTS REQUIRE A DELEGATED ENGINEER.
- 3. AS A MINIMUM, THE FOLLOWING SYSTEMS AND COMPONENTS REQUIRE FABRICATION AND ERECTION
  - DRAWINGS WITH INPUT BY A DELEGATED ENGINEER:
    - a. TEMPORARY SHORING AND FORMWORK. b. TEMPORARY SHEET PILES AND CALCULATIONS.
    - c. METAL HATCH FABRICATION.
- 4. FOR EACH CATEGORY OF SUBMITTALS REQUIRING INPUT FROM A DELEGATED ENGINEER, THE CONTRACTOR SHALL ATTACH TO THE FIRST SUBMITTAL A SIGNED AND SEALED LETTER FROM THE RESPONSIBLE DELEGATED ENGINEER STATING "I CERTIFY THAT THE DESIGN AND DRAFTING OF THE SHOP DRAWINGS WHICH ARE SIGNED AND SEALED BY ME WERE PREPARED UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE, THE SHOP DRAWINGS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE CONTRACT DOCUMENTS.
- 5. SUBMITTALS SHALL CLEARLY IDENTIFY THE SPECIFIC PROJECT AND APPLICABLE CODES, LIST THE DESIGN CRITERIA, AND SHOW ALL DETAILS AND PLANS NECESSARY FOR PROPER FABRICATION AND INSTALLATION CALCULATIONS AND SHOP DRAWINGS SHALL IDENTIFY SPECIFIC PRODUCTS UTILIZED. GENERIC PRODUCTS WILL NOT BE ACCEPTED.
- 6. SHOP DRAWINGS AND CALCULATIONS REQUIRE THE SEAL, DATE AND SIGNATURE OF THE DELEGATED ENGINEER. COMPUTER PRINTOUTS ARE AN ACCEPTABLE SUBSTITUTE FOR MANUAL COMPUTATIONS PROVIDED THEY ARE ACCOMPANIED BY SUFFICIENT DESCRIPTIVE INFORMATION TO PERMIT THEIR PROPER EVALUATION. SUCH DESCRIPTIVE INFORMATION SHALL BEAR THE SEAL AND SIGNATURE OF THE DELEGATED ENGINEER AS AN INDICATION THAT HE HAS ACCEPTED RESPONSIBILITY FOR THE RESULTS. THE ENGINEER WILL RETAIN 2 SIGNED AND SEALED PRINTS FOR HIS RECORDS.
- 7. CALCULATIONS ARE THE SOLE RESPONSIBILITY OF THE DELEGATED ENGINEER. CALCULATIONS ARE SUBMITTED TO THE ENGINEER FOR HIS RECORDS.
- 8. CATALOG INFORMATION ON STANDARD PRODUCTS (i.e. "CUT SHEETS") DOES NOT REQUIRE THE SEAL OF A DELEGATED ENGINEER
- 9. REVIEW BY THE PROJECT ENGINEER OF RECORD OF SUBMITTALS IS LIMITED TO VERIFYING THE
  - **FOLLOWING:** a. THAT THE SPECIFIED STRUCTURAL SUBMITTALS HAVE BEEN FURNISHED.
    - b. THAT THE STRUCTURAL SUBMITTALS HAVE BEEN SIGNED AND SEALED BY THE DELEGATED
  - THAT THE DELEGATED ENGINEER HAS UNDERSTOOD THE DESIGN INTENT AND HAS USED THE SPECIFIED STRUCTURAL CRITERIA. (NO DETAILED CHECK OF CALCULATIONS WILL BE MADE.)
  - THAT THE CONFIGURATION SET FORTH IN THE STRUCTURAL SUBMITTALS IS CONSISTENT WITH THE CONTRACT DOCUMENTS. (NO DETAILED CHECK OF DIMENSIONS OR QUANTITIES WILL BE
- 10. SUBMITTALS NOT MEETING THE ABOVE CRITERIA, OR SUBMITTED AFTER FABRICATION, WILL NOT BE REVIEWED.

#### DESIGN LOADS:

- SEE INDIVIDUAL PLAN SHEETS FOR DESIGN CRITERIA APPLICABLE TO SPECIFIC SITE COMPONENTS.
- 2. LOADS SHALL MEET THE MINIMUM DESIGN REQUIREMENTS SET FORTH IN THE 2020 FLORIDA BUILDING CODE, UNLESS A MORE STRINGENT REQUIREMENT IS INDICATED.
- FILL HEIGHTS AS SHOWN ON THE CIVIL PLANS.
- 4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE FOR SUPPORTING OF CONSTRUCTION LOADS THAT EXCEED THE ABOVE LOADINGS.

#### **WATERSTOP:**

1. SIKA GREENSTREAK PVC WATERSTOP #696 OR APPROVED EQUAL. CONTRACTOR SHALL SUBMIT WITH LAYOUT PLAN.

#### COATINGS:

1. THE INTERIOR/EXTERIOR SURFACES OF ALL VAULTS SHALL BE PROTECTED BY THE APPLICATION OF TWO COATS OF EPOXY, KOP-COAT BITUMINASTIC 300-M OR EQUAL THE FIRST COAT SHALL BE RED AND THE SECOND COAT BLACK. EACH COATING SHALL HAVE A MINIMUM DRY FILM THICKNESS OF 16-MILS. EXTERIOR SURFACES SHALL RECEIVE TWO COATS OF KOP-COAT BITUMINASTIC 300-M OR EQUAL WITH A MINIMUM DRY FILM THICKNESS OF 16-MILS. SURFACE PREPARATION AND PAINT APPLICATION SHALL COMPLY WITH THE MANUFACTURER'S RECOMMENDATIONS.

#### PRECAST CONCRETE:

- 1. AT CONTRACTORS OPTION, STRUCTURES SHOWN AS CAST-IN-PLACE MAY
- BE SUBMITTED IN WHOLE OR IN PART WITH PRECAST ALTERNATES.
- PRECAST ALTERNATES SHALL MEET ALL DESIGN CRITERIA NOTED HEREIN
- 3. PRECAST ALTERNATES SHALL BE DESIGNED AND SUBMITTED IN CONFORMANCE WITH ALL REQUIREMENTS OF DELEGATED DESIGNS AS SPECIFIED ABOVE.

#### REINFORCED CONCRETE:

- 1. ALL STRUCTURAL CONCRETE SHALL CONFORM TO FDOT CLASS IV CONCRETE FOR MODERATELY AGGRESSIVE ENVIRONMENTS WITH A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 5000 PSI.
- 2. IF CONCRETE IS PUMPED, SLUMP MAY BE INCREASED USING HIGH RANGE WATER REDUCING AGENT PROVIDED THE SLUMP SPECIFIED ABOVE IS MAINTAINED AT THE DISCHARGE END. USE A MINIMUM 4 INCH PUMP. FOR PUMPED CONCRETE, TAKE CONCRETE SAMPLES FOR CYLINDER TESTING AT DISCHARGE END
- 3. PLACING AND HANDLING SHALL BE IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE PUBLICATIONS ACI 301, ACI 318 AND ACI 350.
- 4. USE NORMAL WEIGHT CONCRETE (145 PCF MIN.) FOR ALL STRUCTURAL MEMBERS. DO NOT USE CALCIUM CHLORIDE IN ANY CONCRETE.
- 5. WATER SHALL NOT BE ADDED TO CONCRETE AT THE JOBSITE UNLESS SPECIFIC AUTHORIZATION IS INDICATED ON THE DELIVERY TICKET. NOTIFY ENGINEER OF TOTAL QUANTITY OF WATER ADDED TO ANY TRUCK. REPEAT NECESSARY TESTING IF WATER IS ADDED AFTER INITIAL SAMPLING.
- ALL CONCRETE SHALL BE PLACED IN THE DRY. ALL FORMS SHALL BE FREE OF STANDING WATER.
- 7. ALL CONCRETE SHALL BE VIBRATED IN PLACE IN ACCORDANCE WITH ACI RECOMMENDED PRACTICES. NO PLACING OF CONCRETE WILL BE COMMENCED UNLESS THERE ARE TWO OPERABLE CONCRETE VIBRATORS ON THE JOB SITE.
- 8. CONCRETE COVER OVER REINFORCING STEEL SHALL BE AS FOLLOWS, U.O.N.:

CONCRETE CAST AGAINST EARTH 3 IN. ALL OTHER CONCRETE 2 IN.

- 9. PROVIDE 3/4 INCH CHAMFERS ON ALL EXPOSED EDGES, EXCEPT AS OTHERWISE NOTED.
- 10. FORM TIES AND REINFORCING BAR SUPPORTS SHALL BE OF NON-CORROSIVE MATERIAL INCLUDING, BUT NOT LIMITED TO, FIBERGLASS, PLASTIC, AND CONCRETE BLOCK
- 11. COORDINATE SIZE, TYPE AND LOCATION OF ALL PENETRATIONS, CONDUIT, CHAMFERS AND EMBEDDED ITEMS PRIOR TO CONCRETE PLACEMENT.
- 12. DO NOT IMPOSE SERVICE LOADS ON CONCRETE ELEMENTS UNTIL THE CONCRETE HAS REACHED ITS SPECIFIED MINIMUM COMPRESSIVE STRENGTH.
- 13. CONTRACTOR TO ESTABLISH POTABLE WATER SUPPLY PRIOR TO CONCRETE PLACEMENT
- 14. CURING OF CONCRETE:
  - a. CURING OF ALL EXPOSED CONCRETE SURFACES SHALL BEGIN IMMEDIATELY UPON THE DISAPPEARANCE OF THE SUPERFICIAL MOISTURE PRODUCED BY THE EXUDATION OF THE CONCRETE AND SHALL BE WET CURED A MINIMUM OF 7 DAYS.
  - IN WALLS, THE CURING SHALL BEGIN IMMEDIATELY UPON THE REMOVAL OF THE FORMWORKS, DURING 7 DAYS AS A MINIMUM. WOOD AND STEEL FORMWORKS LEFT IN PLACE DURING THE CURING PERIOD SHALL BE KEPT CONTINUOUSLY WET.
  - CURING MATERIALS, METHODS, AND PROCEDURES SHALL BE IN ACCORDANCE WITH ACI 308.
  - WATER FOR CURING SHALL BE POTABLE OR SHALL MEET THE REQUIREMENTS OF ASTM C94 AND SHALL BE FREE OF MINERALS THAT HAVE POTENTIAL TO STAIN THE CONCRETE.
- 15. PROVIDE CONSTRUCTION JOINTS IN ACCORDANCE WITH ACI 318 AND SUBMIT DRAWINGS SHOWING LOCATIONS AND DIRECTION OF POUR FOR ENGINEER'S REVIEW. PROVIDE KEYWAYS, WATERSTOPS, AND ADEQUATE DOWELS AT ALL CONSTRUCTION JOINTS.
- 16. CONCRETE SHALL BE PLACED TO PREVENT A FREE FALL IN EXCESS OF 5 FEET.
- 17. CONCRETE CYLINDERS SHALL BE COLLECTED TO MEET THE FOLLOWING MINIMUM CRITERIA:
  - ONCE EACH DAY CONCRETE IS PLACED.
  - ONCE PER STRUCTURE (SLAB, FOOTING, WALL) BEING POURED EACH DAY.
- c. ONCE EVERY 50 CY OF CONCRETE PLACED EACH DAY.

#### REINFORCING STEEL

- 1. REINFORCING STEEL SHALL BE OF DOMESTIC MANUFACTURE AND IN ACCORDANCE WITH ASTM A615 WITH
- 2. TOLERANCES FOR REINFORCING BAR FABRICATION SHALL CONFORM TO THE CURRENT CRSI MANUAL OF STANDARD PRACTICE.
- ALL REINFORCING STEEL SHALL BE UNCOATED (BLACK) DEFORMED BARS AND SHALL BE FREE FROM LOOSE RUST, SCALE OR OTHER COATINGS.
- 4. ALL REINFORCING STEEL SHALL BE ACCURATELY PLACED, RIGIDLY SUPPORTED AND FIRMLY TIED IN PLACE WITH BAR SUPPORTS AND SPACERS. VERIFY THAT PLACEMENT OF REINFORCING STEEL WILL NOT CONFLICT WITH SUBSEQUENT INSTALLATION OF ANCHOR BOLTS, FASTENERS OR FIELD-DRILLED COMPONENTS.
- ALL LAP LENGTHS SHALL BE IN ACCORDANCE WITH ACI 318, ACI 350 AND CRSI STANDARD PRACTICES, U.O.N. AND AS NOTED IN THE TABLE BELOW.
- ALL DIMENSIONS PERTAINING TO LOCATION OF REINFORCING BARS ARE TO CENTERLINE OF BARS EXCEPT WHERE THE CLEAR DIMENSION IS SHOWN TO FACE OF CONCRETE.
- SUBMIT SHOP DRAWINGS TO ENGINEER FOR REVIEW PRIOR TO FABRICATING REINFORCING STEEL. DO NOT REPRODUCE THE STRUCTURAL DRAWINGS FOR USE AS PLACING DRAWINGS OR SHOP DRAWINGS. 8. PROVIDE REINFORCING STEEL ERECTOR WITH A SET OF STRUCTURAL DRAWINGS FOR FIELD USE. INSPECT
- REINFORCING STEEL PLACEMENT FROM SHOP DRAWINGS. REINFORCEMENT SHALL NOT BE TACK WELDED OR HEATED FOR BENDING.

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Know what's **below**. Call before you dig SUNSHINE STATE ONE CALL OF FLORIDA, INC.

SHEET NUMBER

STRUCTURAL GENERAL NOTES SHEET 1 OF 2

**S-**1

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043371015 DATE APR. 2024 CALE AS SHOWN

ESIGNED BY

HECKED BY

DRAWN BY

NORWOOD RAW WATERMAINS AND WELLHEADS PREPARED FOR

NMB WATER CITY OF NORTH MIAMI BEACH

FLORIDA | DATE:

LICENSED PROFESSIONAL

THOMAS C. JENSEN

FLORIDA LICENSE NUMBER

37290

#### FOOTINGS/FOUNDATIONS:

- 1. FOUNDATION CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH GEOTECHNICAL REPORT RECOMMENDATIONS. UNLESS OTHERWISE NOTED IN THE GEOTECHNICAL REPORT, THE FOLLOWING MINIMUM CRITERIA SHALL APPLY.
- 2. SOILS BELOW FOOTINGS/FOUNDATIONS SHALL BE COMPACTED TO MEET THE FOLLOWING BEARING PRESSURE CRITERIA:
  - a. FOOTINGS/FOUNDATIONS 2500 PSF
- 3. SOILS WITHIN TWO FEET BELOW THE BOTTOM OF THE FOUNDATION AND WITHIN THE FILL AREA SHALL BE COMPACTED TO A MINIMUM DENSITY OF 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM

#### FORM WORK AND SHORING:

- 1. PROVIDE, AS A PACKAGE, SHORING DRAWINGS PREPARED BY OR UNDER THE DIRECT SUPERVISION OF A
- 2. FORMS SHALL CONFORM TO THE SHAPE, LINES AND DIMENSIONS OF THE MEMBERS AS CALLED FOR IN THE PLANS, AND SHALL BE SUBSTANTIAL AND SUFFICIENTLY TIGHT TO PREVENT LEAKAGE OF MORTAR. THEY SHALL BE PROPERLY BRACED OR TIED TOGETHER SO AS TO MAINTAIN POSITION AND SHAPE.
- DESIGN FORMS AND SHORES FOR HORIZONTAL CONCRETE MEMBERS FOR ALL IMPOSED DEAD AND LIVE LOADS, BUT NOT LESS THAN DEAD LOAD (INCLUDING FILL HEIGHTS IF APPLICABLE) PLUS AASHTO HS20-44 TRUCK OR CONSTRUCTION LIVE LOAD, WHERE APPLICABLE.
- 4. REMOVAL OF FORMWORK IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR, HOWEVER FORMS SHALL NOT BE REMOVED LESS THAN 24 HOURS AFTER CONCRETE PLACEMENT. REMOVE FORMS IN SUCH A MANNER AS TO INSURE JOB SAFETY AND TO PREVENT DAMAGE TO AND CREEP DEFLECTION OF THE
- 5. THE SHORING IS TO BE INSPECTED BY THE DELEGATED ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. PRIOR TO EACH CONCRETE POUR, HE SHALL SUBMIT A WRITTEN INSPECTION REPORT TO THE SPECIAL INSPECTOR AND CONTRACTOR STATING THAT THE WORK IS IN GENERAL COMPLIANCE WITH THE SHORING DRAWINGS. THE FIELD REPORTS SHALL BE SIGNED BY THE INDIVIDUAL CONDUCTING THE INSPECTION. COPIES OF THE FIELD REPORTS SHALL BE SUBMITTED EVERY WEEK TO THE ENGINEER SPECIAL INSPECTOR AND BUILDING OFFICIAL UNDER A COVER LETTER SIGNED, SEALED AND DATED BY THE DELEGATED ENGINEER.
- 6. THE SHORING REPORT SHALL CONTAIN, AS A MINIMUM, THE FOLLOWING:
  - a. NAME AND LOCATION OF PROJECT, NAME OF DELEGATED ENGINEER AND FIELD REPRESENTATIVE, PERMIT NUMBER, DATE, TIME OF DAY, WORKING CONDITIONS (INCLUDING WEATHER AND TEMPERATURE).
  - b. ITEMS REQUIRING CORRECTIONS.
  - c. ACCEPTED DEVIATIONS FROM SHORING DRAWINGS.
  - d. AREAS ACCEPTED AND RELEASED FOR CONCRETE POURS.
- 7. AS SOON AS FORMS ARE REMOVED, ALL IRREGULAR PROJECTIONS SHALL BE CHIPPED OFF FLUSH WITH THE CONCRETE SURFACES. ALL VOIDS OR HONEYCOMBING SHALL BE POINTED UP WITH GROUT AND TROWELED FLUSH WITH THE CONCRETE SURFACE. ALL FORM TIES SHALL BE REMOVED TO A DEPTH OF 1-1/2 INCHES MINIMUM AND GROUTED FLUSH WITH THE CONCRETE SURFACE.

#### TEMPORARY SHEET PILE WALLS:

1. CONTRACTOR SHALL SUBMIT, IN THE FORM OF A SHOP DRAWING, THE DESIGN AND LAYOUT OF ANY TEMPORARY SHEET PILE WALLS REQUIRED FOR CONSTRUCTION. SUBMITTED DOCUMENTS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA.

#### REFERENCE:

GEOTECHNICAL ENGINEERING REPORT FOR NORWOOD WTP IMPROVEMENTS PHASE II PREPARED BY TERRACON DATED NOVEMBER 16, 2022 TERRACON PROJECT NO. H8215101

H-20 (SEE PLANS)

120 PCF

#### **DESIGN CRITERIA:**

2020 FLORIDA BUILDING CODE ACI 350

#### LIVE LOADS: **HATCHES**

FILL MATERIAL

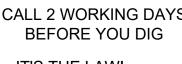
FLORIDA | DATE:

DEAD LOAD:

62.4 PCF WATER 150 PCF CONCRETE

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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

SHEET NUMBER

**REVISIONS** DATE BY

Kimley» Horn

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NORWOOD RAW WATERMAINS 043371015 DATE APR. 2024 CALE AS SHOWN

CITY OF NORTH MIAMI BEACH

ESIGNED BY

HECKED BY

DRAWN BY

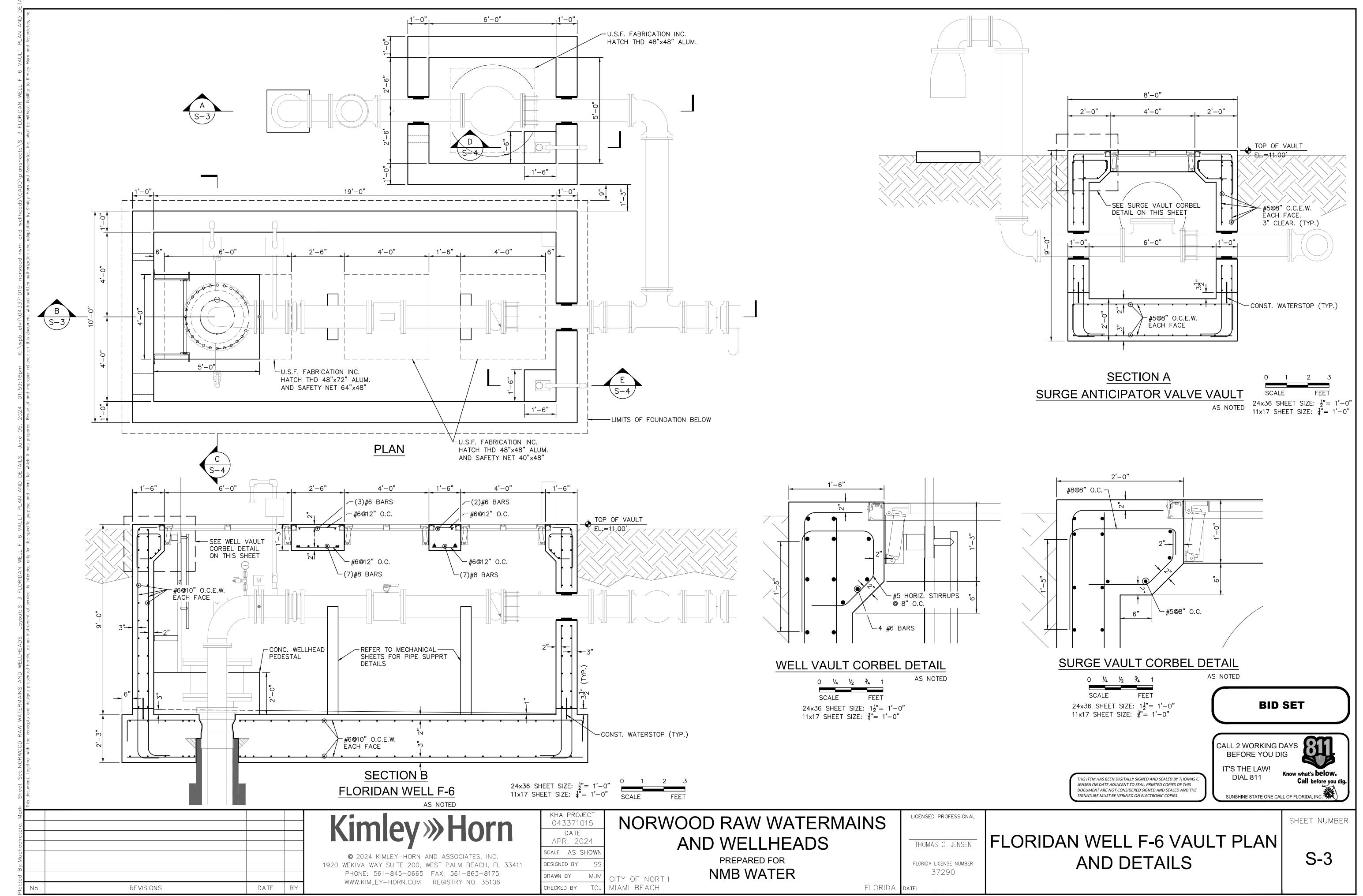
AND WELLHEADS PREPARED FOR **NMB WATER** 

THOMAS C. JENSEN FLORIDA LICENSE NUMBER 37290

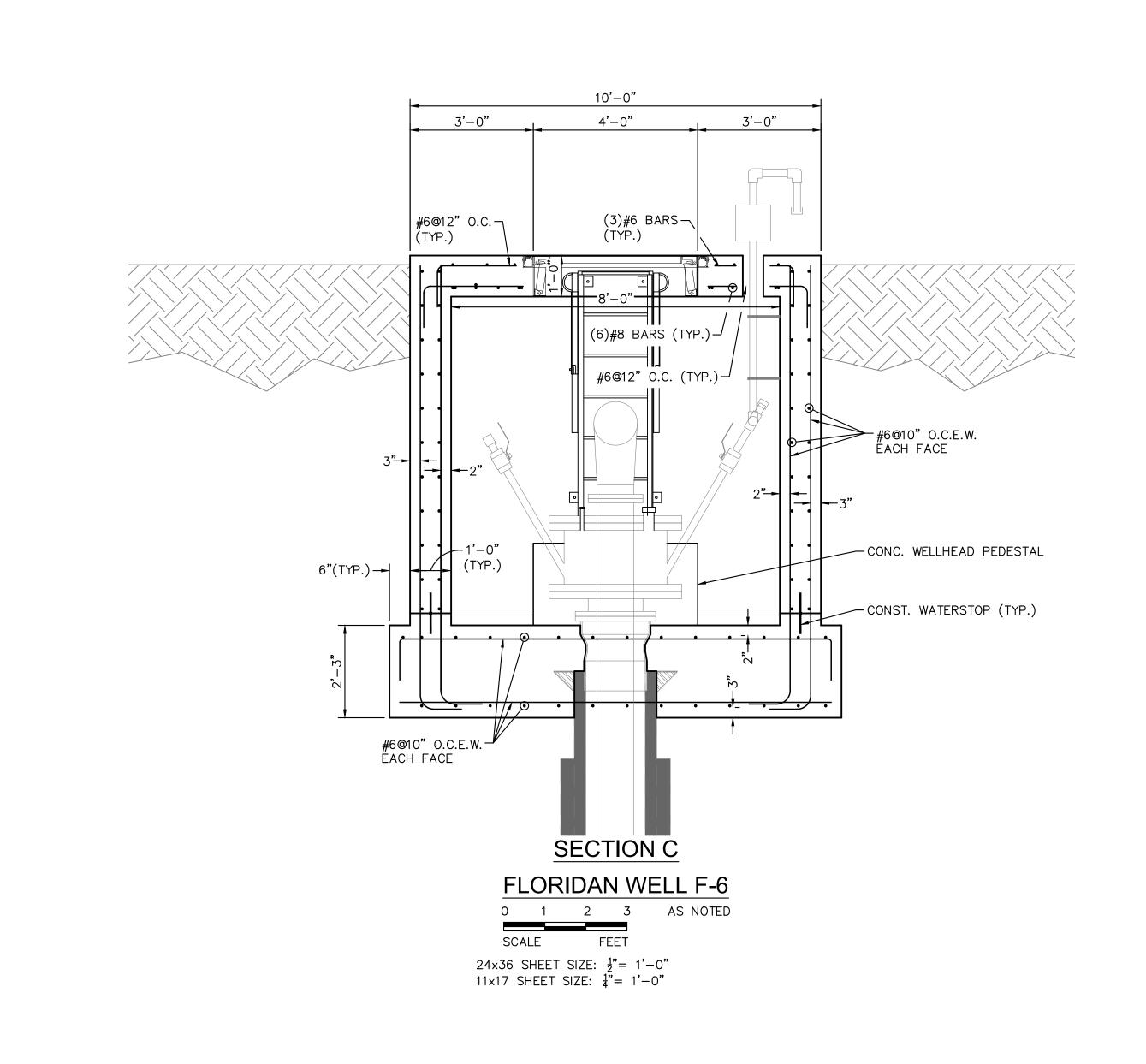
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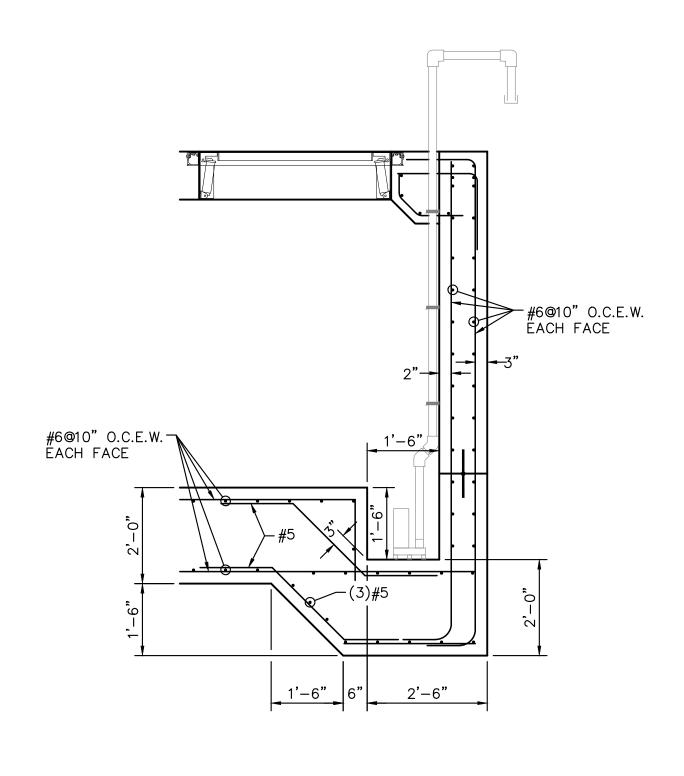
STRUCTURAL GENERAL NOTES SHEET 2 OF 2

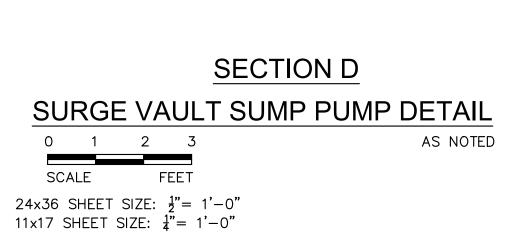
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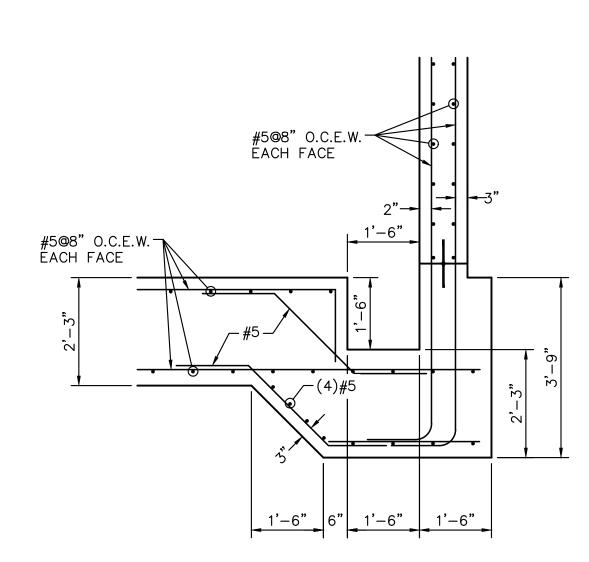


City of North Miami Beach Bid ITB-24-039-SG









SECTION E WELL VAULT SUMP PUMP DETAIL 24x36 SHEET SIZE:  $\frac{1}{2}$ "= 1'-0" 11x17 SHEET SIZE:  $\frac{1}{4}$ "= 1'-0"

**BID SET** 

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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

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Kimley»Horn

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KHA PROJECT 043371015 DATE APR. 2024 SCALE AS SHOWN DESIGNED BY

CITY OF NORTH

MIAMI BEACH

NORWOOD RAW WATERMAINS AND WELLHEADS PREPARED FOR DRAWN BY

NMB WATER

THOMAS C. JENSEN FLORIDA LICENSE NUMBER 37290

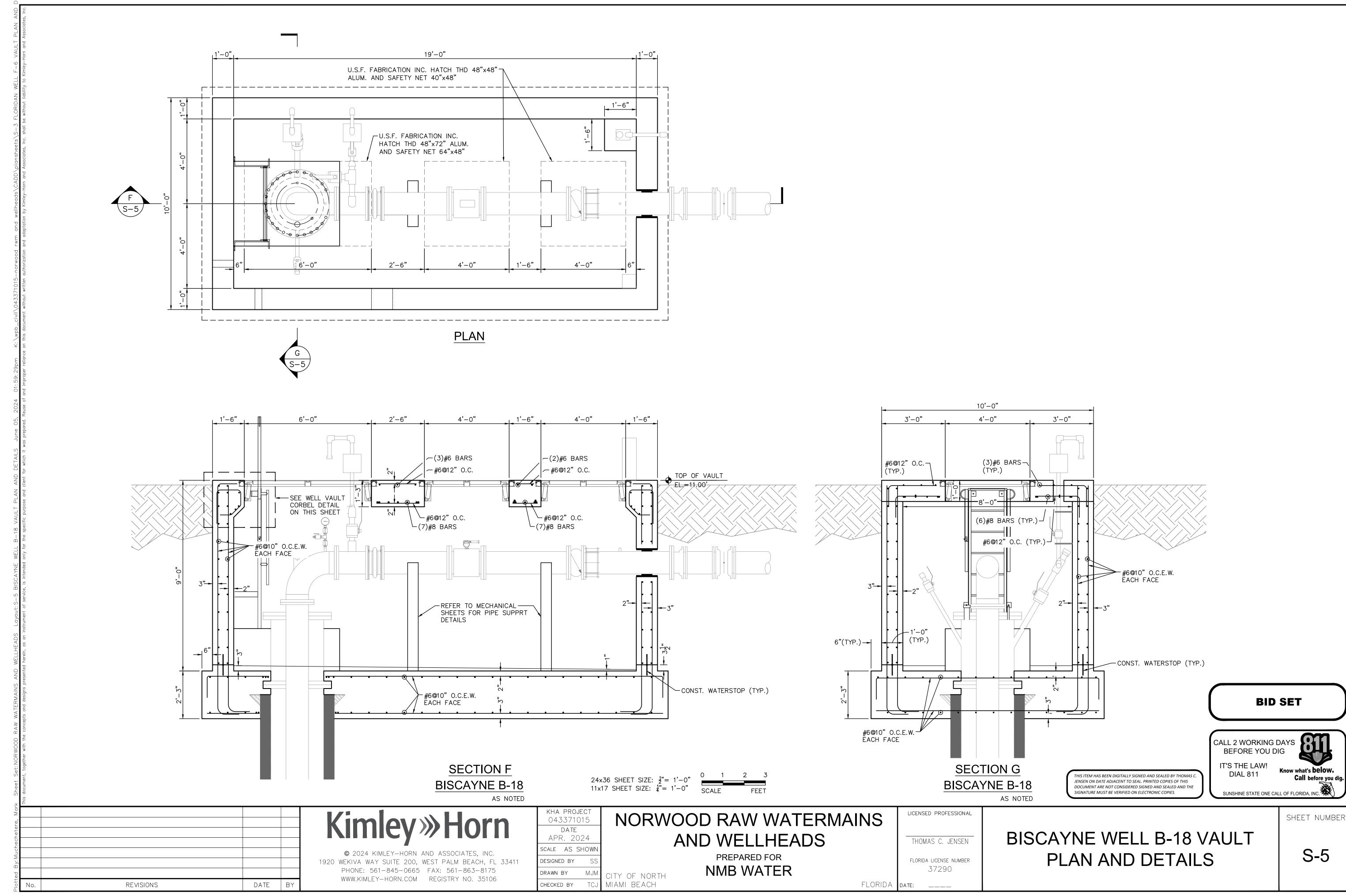
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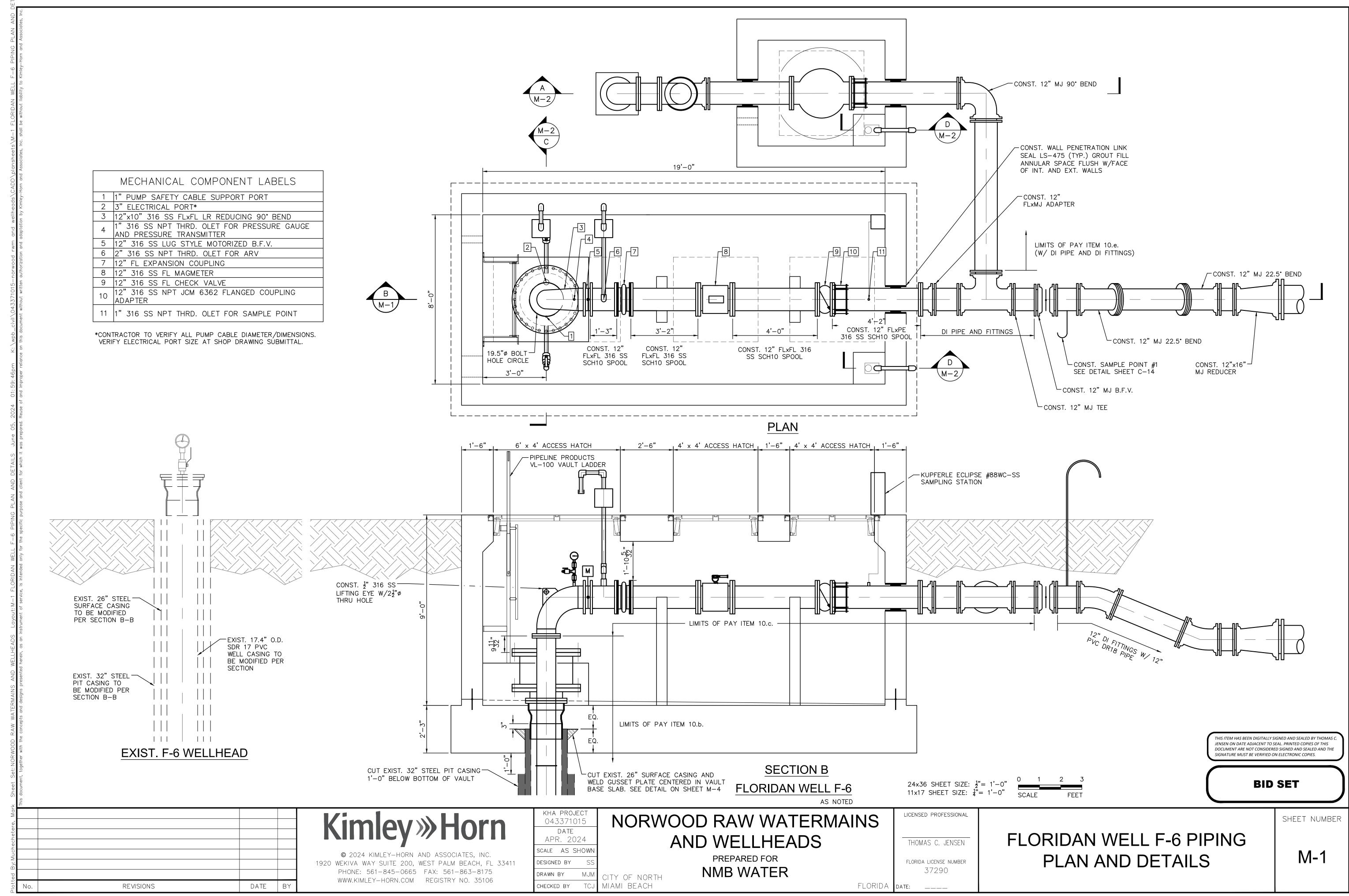
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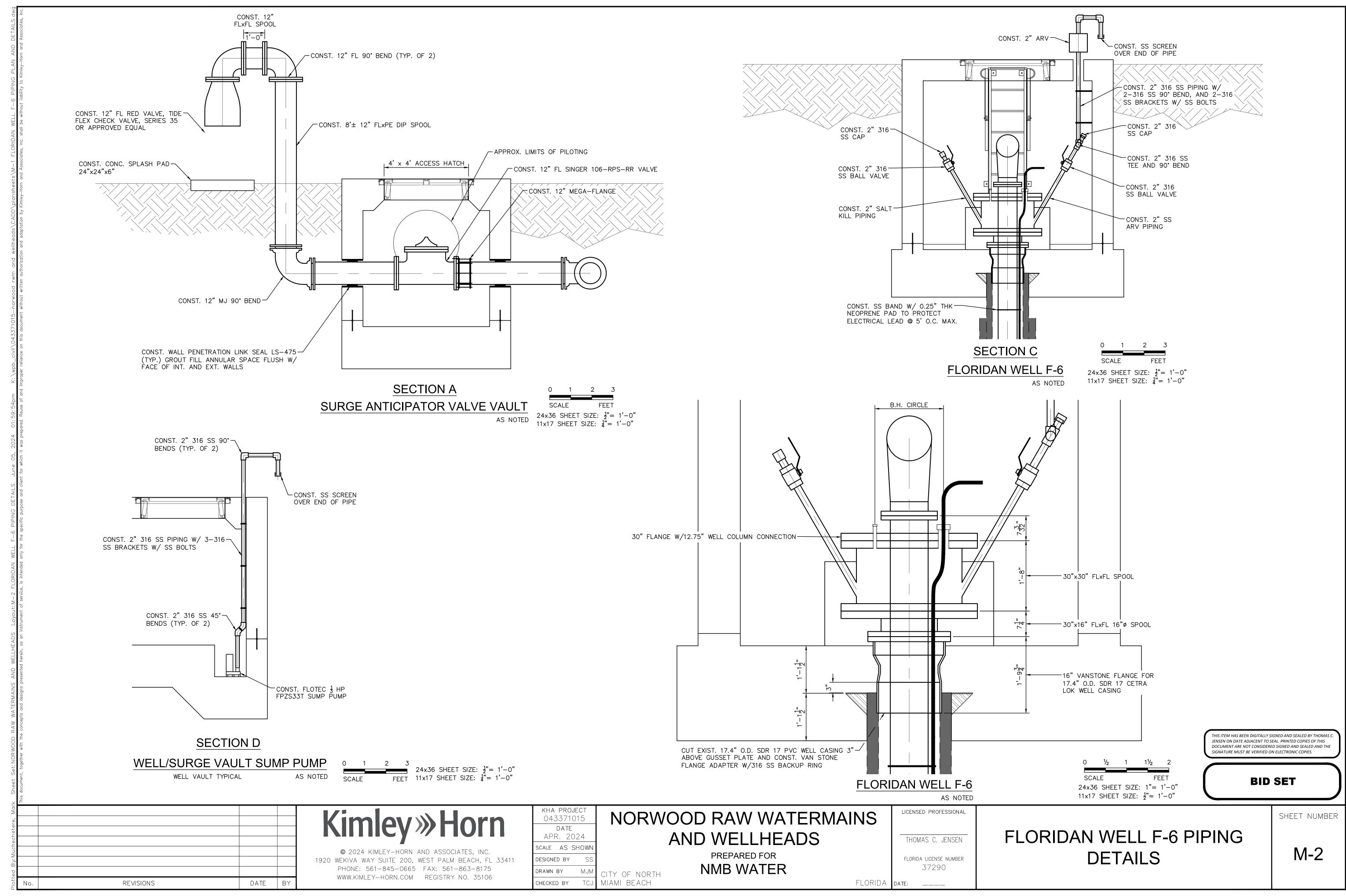
FLORIDAN WELL F-6 SECTIONS AND DETAILS

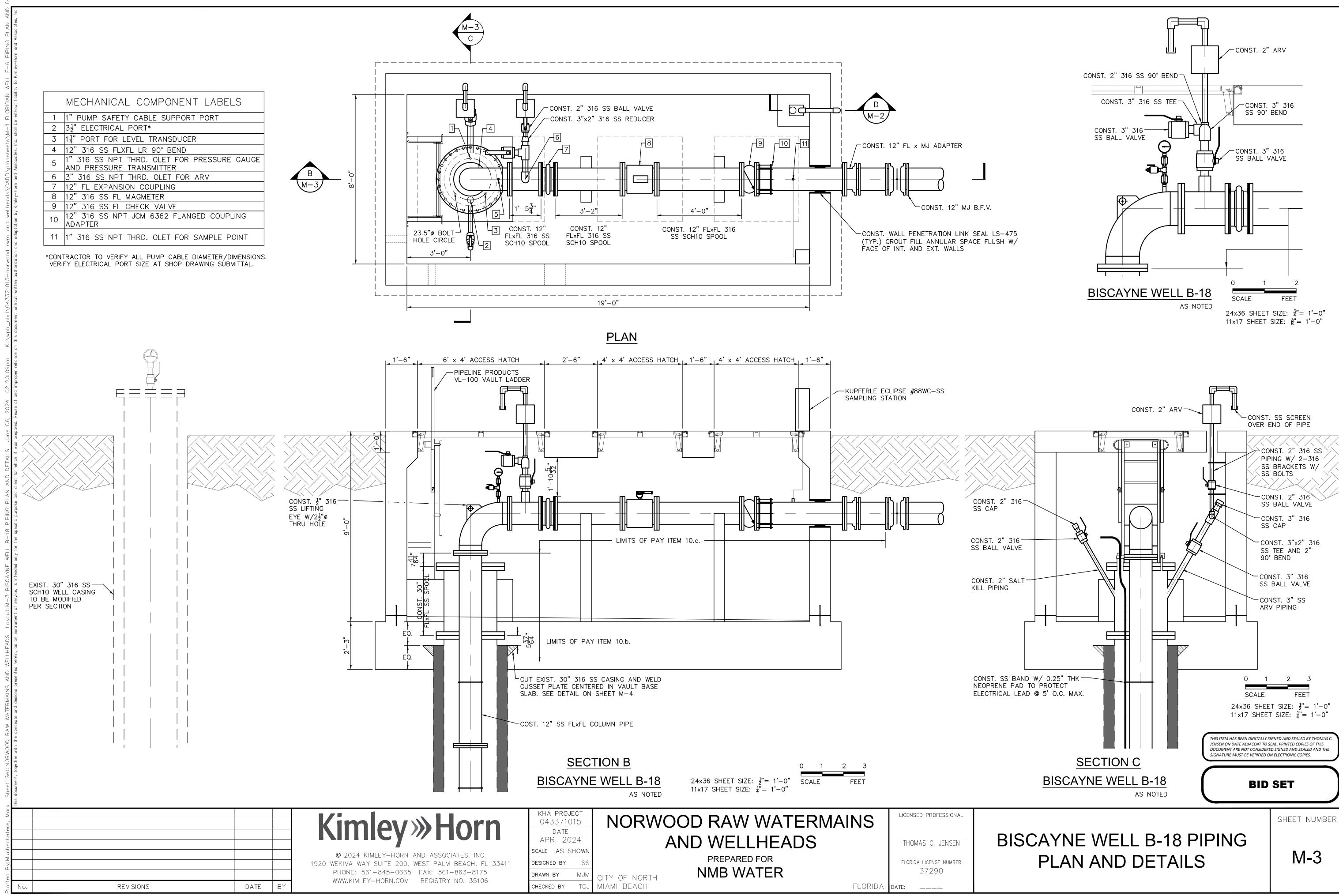
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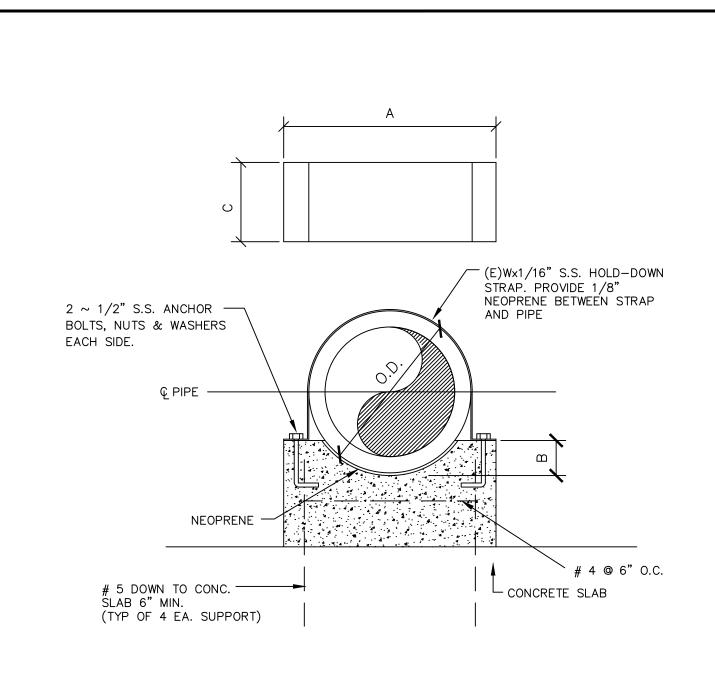
S-4

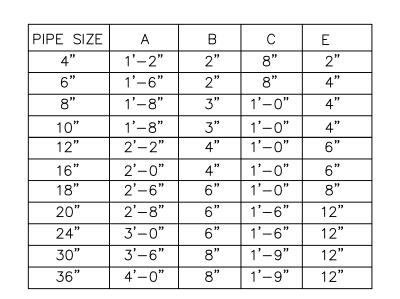




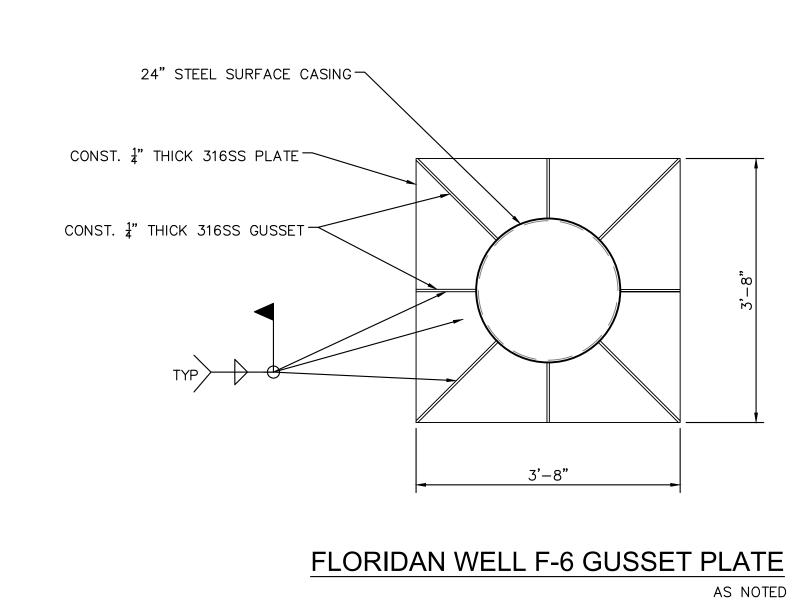


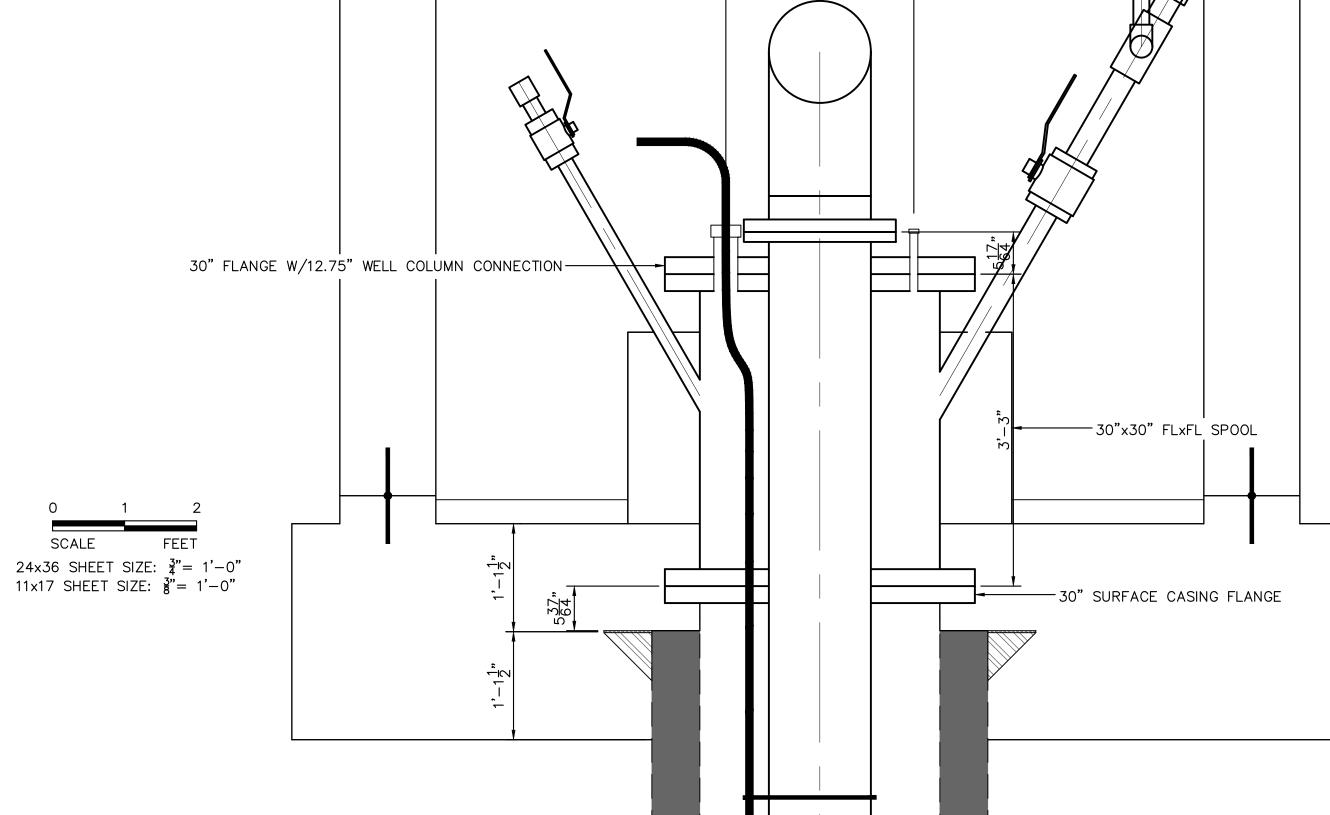




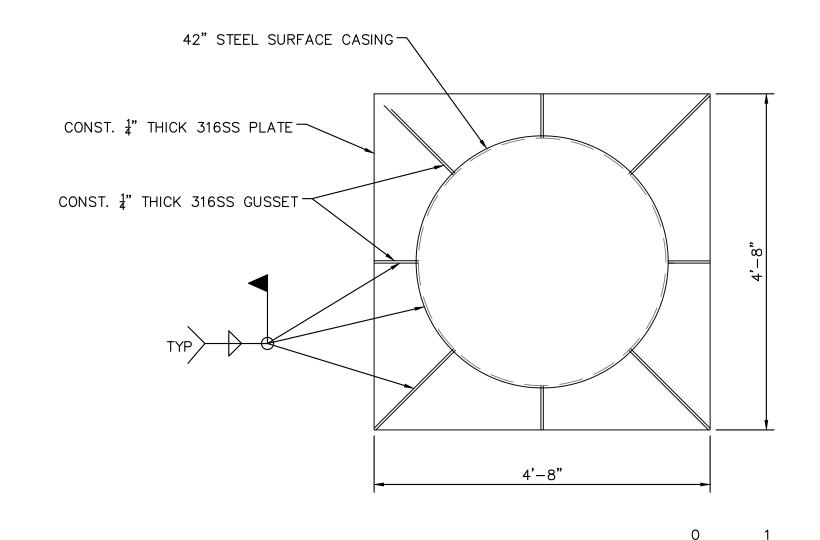


PIPE SUPPORT DETAIL N.T.S.





B.H. CIRCLE



AS NOTED

**BISCAYNE WELL B-18** 

PLACE HOLDER FOR B-18 LEVEL TRANSDUCER DETAIL AS NOTED PLACE HOLDER FOR B-18 AND F-6 ELECTRICAL CONNECTION DETAIL

CITY OF NORTH

MIAMI BEACH

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**BISCAYNE WELL B-18 GUSSET PLATE** 

24x36 SHEET SIZE:  $\frac{3}{4}$ "= 1'-0" 11x17 SHEET SIZE:  $\frac{3}{8}$ "= 1'-0"

**BID SET** 

24x36 SHEET SIZE: 1"= 1'-0"

11x17 SHEET SIZE:  $\frac{1}{2}$ " = 1'-0"

REVISIONS DATE BY

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NORWOOD RAW WATERMAINS AND WELLHEADS PREPARED FOR

NMB WATER

LICENSED PROFESSIONAL THOMAS C. JENSEN FLORIDA LICENSE NUMBER 37290

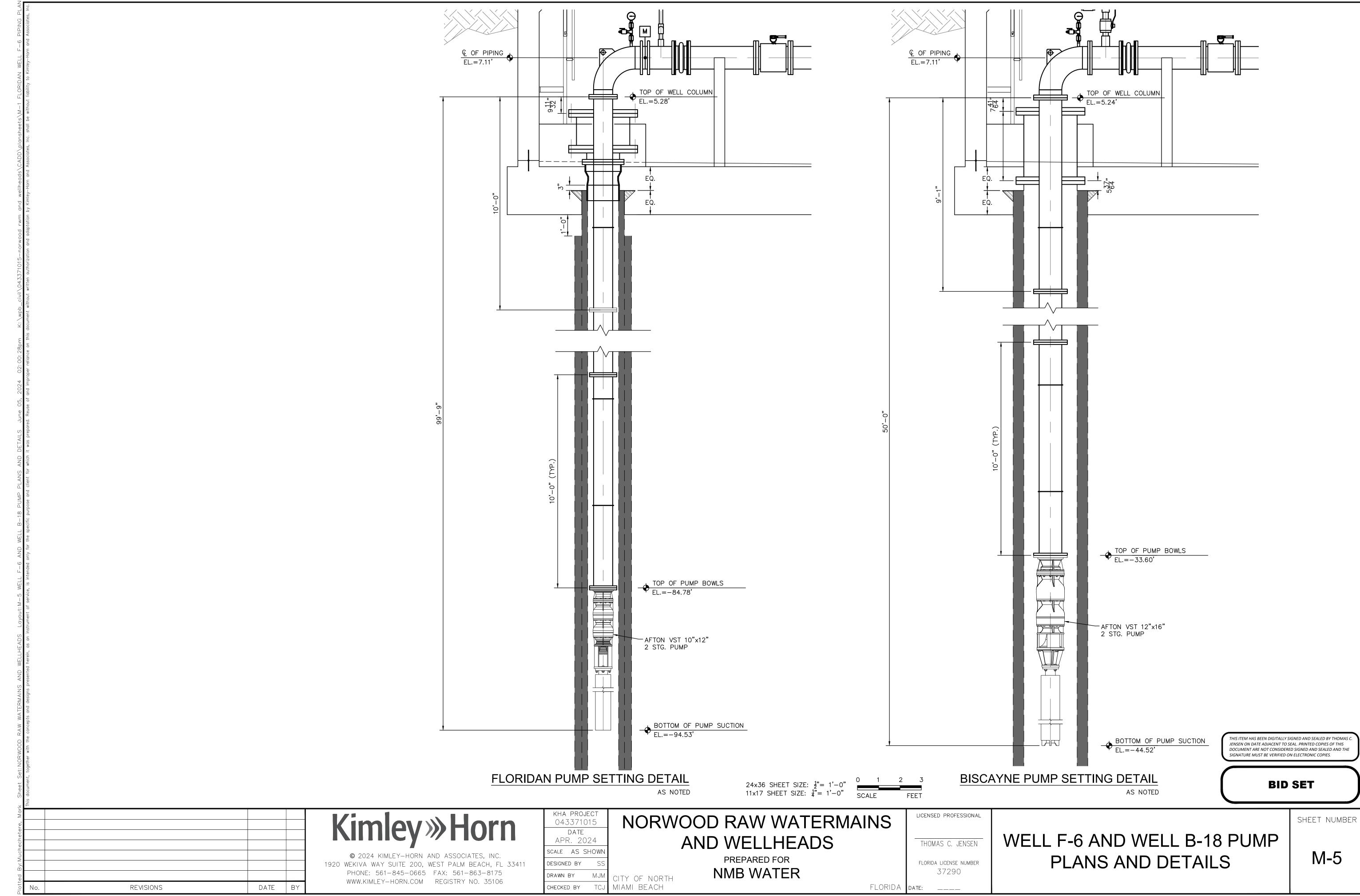
AS NOTED

FLORIDA DATE:

WELL HEAD DETAILS

M-4

SHEET NUMBER



### GENERAL ELECTRICAL NOTES

READ THE SPECIFICATIONS REFER TO THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS. THERE ARE REQUIREMENTS NOTED IN THE SPECIFICATIONS WHICH ARE NOT INDICATED ON THE DRAWINGS.

2. SCHEMATIC NATURE PLAN VIEWS ARE SCHEMATIC IN NATURE AND MEANT TO SHOW THE SCHEMATIC ARRANGEMENT OF EQUIPMENT AND CONDUIT.

APPROVED SHOP DRAWINGS USE APPROVED SHOP DRAWINGS FOR LAY OUT OF EQUIPMENT. THE CONTRACT DOCUMENTS WILL VARY FROM THE SHOP DRAWINGS, INFORM THE ENGINEER IMMEDIATELY IF THERE ARE LAY OUT ISSUES OR INADEQUATE SPACE FOR EQUIPMENT OR CLEARANCES. LAND CONDUITS IN OPENINGS OF ENCLOSURES PER THE APPROVED SHOP DRAWINGS, DO NOT USE THE CONTRACT DRAWINGS.

4. <u>CLEARANCES</u>

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MEET N.E.C. CLEARANCES ABOUT EQUIPMENT.

CONDUIT ROUTING IS SCHEMATIC IN NATURE. CONDUIT ROUTING IS SHOWN FOR CLARITY ON THE CONTRACT DRAWINGS. ROUTE CONDUITS AS MAY BE REQUIRED.

6. <u>FUTURES FACILITIES</u> WHERE FUTURE FACILITIES ARE INDICATED. CONDUIT ROUTING SHALL

ACCOUNT FOR SUCH FACILITIES. BIDDERS, SUPPLIERS, EQUIPMENT VENDORS, GENERAL CONTRACTOR,

SUB CONTRACTORS AND OTHER SIMILAR ENTITIES ARE REQUIRED TO

READ ALL THE CONTRACT DOCUMENTS INCLUDING DRAWINGS AND

SPECIFICATIONS.

CONTRACTOR SHALL COORDINATE HOME RUNS BETWEEN PLAN VIEWS. WHERE ANY CONDUIT IS SHOWN IN ANY PLAN VIEW IT SHALL BE INSTALLED THE ENTIRE LENGTH AS MAY BE REQUIRED.

7C TB	37 CONDUCTOR CABLE ANALOG TERMINAL BOX	OHC OHU	OPEN-HOLD-CLOSE OVER HEAD ELEC UTILITIES
XS	AUTO TRANSFORMER STARTER	OL DD	OVER LOAD RELAY
R	CONTROL RELAY	PB	PUSH BUTTON
P	CONTROL PANEL	PDP	POWER DIST. PANEL
PB	CONTROL PULL BOX	PM	POWER MONITOR
S	CONTROL STATION	PMB	PARK MAINTENANCE BLDG
TB	CONTROL TERM. BOX	PNLBD	PANELBOARD
ISC	DISCONNECT SWITCH	PPB	POWER PULL BOX
ММ	DIGITAL MULTIMETER	PSA	PANEL SURGE ARRESTOR
S	DOOR SWITCH	PSCP	PUMP STATION CONTROL PANEL
TB	DISCRETE TERMINAL BOX	PTB	POWER TERMINAL BOX
N	ETHERNET	R-I/O CBL	REMOTE I/O CABLE
TM	ELAPSED TIME METER	R,G,A	RED, GREEN, AMBER PILOT LIGHT
	FUSE	RGS	RIGID GALV. STEEL
CP	FLYGT CONTROL PANEL	RO	READ OUT
0	FIBER OPTIC	SA	SURGE ARRESTER
O-E-CBL	FIBER OPTIC ETHERNET CABLE	SS	SELECTOR SWITCH OR
О6РМВ	F/O WELL 6 TO PMB		316 STAINLESS STEEL
SA	FIELD SURGE ARRESTOR	SWBD	SWITCH BOARD
FI	GROUND FAULT INTERRUPTER	STB	SIGNAL TERMINAL BOX
OA	HAND-OFF-AUTO	TC	TIME CLOCK
OR	HAND-OFF-REMOTE	TFRO	TROPICAL FARMS REVERSE OSMOSIS
В	INST. PULL BOX	TOT	TOTALIZER
B	INST. TERMINAL BOX	TS	TEST SWITCH
Ā	LIGHTNING ARRESTER	ÜĞ	UNDERGROUND
OR	LOCAL-OFF-REMOTE	VCP	VENDOR CP
l	MOTOR STARTER	VFD	VARIABLE FREQUENCY DRIVE
B+	MODBUS PLUS	WP	WEATHER PROOF
ICC	MOTOR CONTROL CENTER	ww	WIRE WAY
100	MOTOR CONTROL CLIVILIN	WWOD	WET WELL CONTROL DANIEL

# ELECTRICAL ABBREVIATIONS

MAIN LUG ONLY

NON FUSED

WET WELL CONTROL PANEL

POSITION SWITCH CLOSED POSTION SWITCH OPEN

### ELECTRICAL LEGEND

				4	CWITCH 40"AFF
	RACEWAY EXPOSED	070	LEVEL SWITCH, FLOAT SWITCH	<b>\$</b>	SWITCH 48"AFF,
	LIGHTING RACEWAY CONCEALED	$\bigcirc$		\$3	SWITCH 48"AFF, 3—WAY
	RACEWAY CONCEALED	०/०	PRESSURE SWITCH	Ψ σ	
-	RACEWAY TURNED UP/DOWN	$\triangle$		T-	ENCLOSED COMPINIATION STARTED
(5)	MOTOR	0~0	LIMIT SWITCH		ENCLOSED COMBINATION STARTER
(3)	MOTOR	of the	THERMAL SWITCH		
	TRANSFORMER	<b></b> \\\\-	HEATER	J	JUNCTION BOX
	FUSE	G	PILOT LIGHT		PANELBOARD, ELECTRICAL EQUIP. ENCL
		$\sim$	TIEST EIGHT		, , , , , , , , , , , , , , , , , , ,
	CIRCUIT BREAKER	(C01)	DENOTES SEPARATE CONDUITS	////	CROSS HATCH DENOTES DELETION
$\dashv \leftarrow$	CAPACITOR	(C02)	WITH SEPARATE WIRE	////	ONOGO TIMON BENOTES BEELINGH
<del></del>	LIGHTNING ARRESTER			MS	MANUAL MOTOR STARTER
	SAFETY DISCONNECT	$\left(\begin{array}{c} A-3 \end{array}\right)$	DENOTES PANELBOARD A, CIRCUIT 3		
	SWITCH, HP RATED	[T]	ELADOED TIME METER	ெ	RED, MAINTAINED PUSH BUTTON
<u> </u>	GROUND	ETM	ELAPSED TIME METER	$\sim$	TIMING CONTACT
		$\underline{\vee}$			
$\bigcirc$	DUPLEX, 14" AFF	0 0	SELECTOR SWITCH	00	FLOW SWITCH
$\bigcirc$	SIMPLEX, 14" AFF	0 0		<b>&gt;</b>	
$\stackrel{\smile}{\dashv}\vdash$	NORMALLY OPEN CONTACT	0 0	PUSH BUTTON	<del></del>	CONTROL RELAY, MOTOR STARTER, ETC.
	NOMMALLI OF LIN CONTACT	00	ON-OFF SWITCH		
<del></del>	NORMALLY CLOSED CONTACT			(C01)	DENOTES CONDUIT TAG 01

## MATERIAL SCHEDULE

LOCATION	CONDUIT	ENCLOSURE MATERIALS	ENCLOSURE NEMA RATING	FASTENERS, STRUT, THREADED ROD, ETC.	REMARKS
EXTERIOR					
BELOW GRADE	PVC SCHED. 40	CONCRETE BOXES	N/A	316 SS	
ABOVE GRADE (TERMINATING AT TERMINAL BOXES, CONTROL PANELS, PNLS)	ALUMINUM	316 SS	4X	316 SS	
ABOVE GRADE	PVC SCHED. 80	316 SS	4X	316 SS	

#### GENERAL NOTES

- 1. THE FOLLOWING SHALL ESTABLISH THE MINIMUM LEVEL OF QUALITY FOR MATERIALS.
- 2. THE FOLLOWING SHALL APPLY UNLESS OTHERWISE INDICATED BY DRAWINGS
- 3. THE FOLLOWING SHALL NOT APPLY TO POWER TRANSFORMERS, LIGHT FIXTURES AND LIGHT POLES, THOSE ELEMENTS ARE NOTED OR INDICATED ELSEWHERE

#### LEGEND

N/A NOT APPLICABLE 316 SS 316 STAINLESS STEEL

ELECTRICAL METALLIC TUBING, GALV. STEEL

ALUMINUM ALUMINUM RIGID CONDUIT 6063 ALLOY, NOT ALUMINUM EMT

DRAWN BY

CHECKED BY MAG

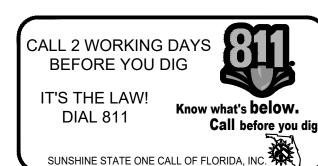


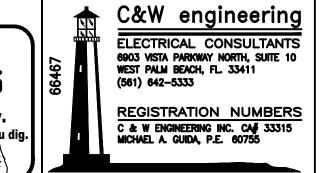
OVERALL ELECTRICAL SITE PLAN

REFER TO SHEET E-2 FOR ENLARGED PLAN OF PROPOSED U.G. FPL PRIMARY CONDUITS

NOTE: ALL FPL RACEWAYS, PULL BOXES, AND PADMOUNTED SERVICE TRANSFORMER SHALL BE PROVIDED BY FPL, CONTRACTOR INSTALLED. CONTRACTOR SHALL COORDINATE WITH FPL.







			·
No.	REVISIONS	DATE	BY

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NORWOOD RAW WATERMAINS 043371015 DATE APRIL 2024 AND WELLHEADS SCALE AS SHOWN ESIGNED BY

CITY OF NORTH MIAMI BEACH

PREPARED FOR NMB WATER MICHAEL A. GUIDA FL LICENSE NUMBER 60755

FL DATE:

LICENSED PROFESSIONAL

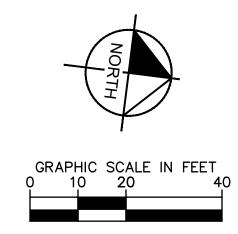
**ELECTRICAL NOTES & LEGEND** 

SHEET NUMBER

E-1

City of North Miami Beach Bid ITB-24-039-SG





**BID SET** 

CALL 2 WORKING DAYS
BEFORE YOU DIG

IT'S THE LAW!
DIAL 811

Know what's below.
Call before you of the control o

SUNSHINE STATE ONE CALL OF FLORIDA, II

C&W engineering

ELECTRICAL CONSULTANTS
6903 VISTA PARKWAY NORTH, SUITE 10
WEST PALM BEACH, FL. 33411
(561) 642-5333

REGISTRATION NUMBERS
C & W ENGINEERING INC. CA# 33315
MICHAEL A. GUIDA, P.E. 60755

NOTE: ALL FPL RACEWAYS, PULL BOXES, AND PADMOUNTED SERVICE TRANSFORMER SHALL BE PROVIDED BY FPL, CONTRACTOR INSTALLED. CONTRACTOR SHALL COORDINATE WITH FPL.

No.	REVISIONS	DATE	BY			

Kimley» Horn

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1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411
PHONE: 561-845-0665 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

KHA PROJECT 043371015 DATE APRIL 2024 SCALE AS SHOWN

ESIGNED BY

DRAWN BY

NORWOOD RAW WATERMAINS
AND WELLHEADS
PREPARED FOR

CITY OF NORTH MIAMI BEACH

NMB WATER

MICHAEL A. GUIDA

LICENSED PROFESSIONAL

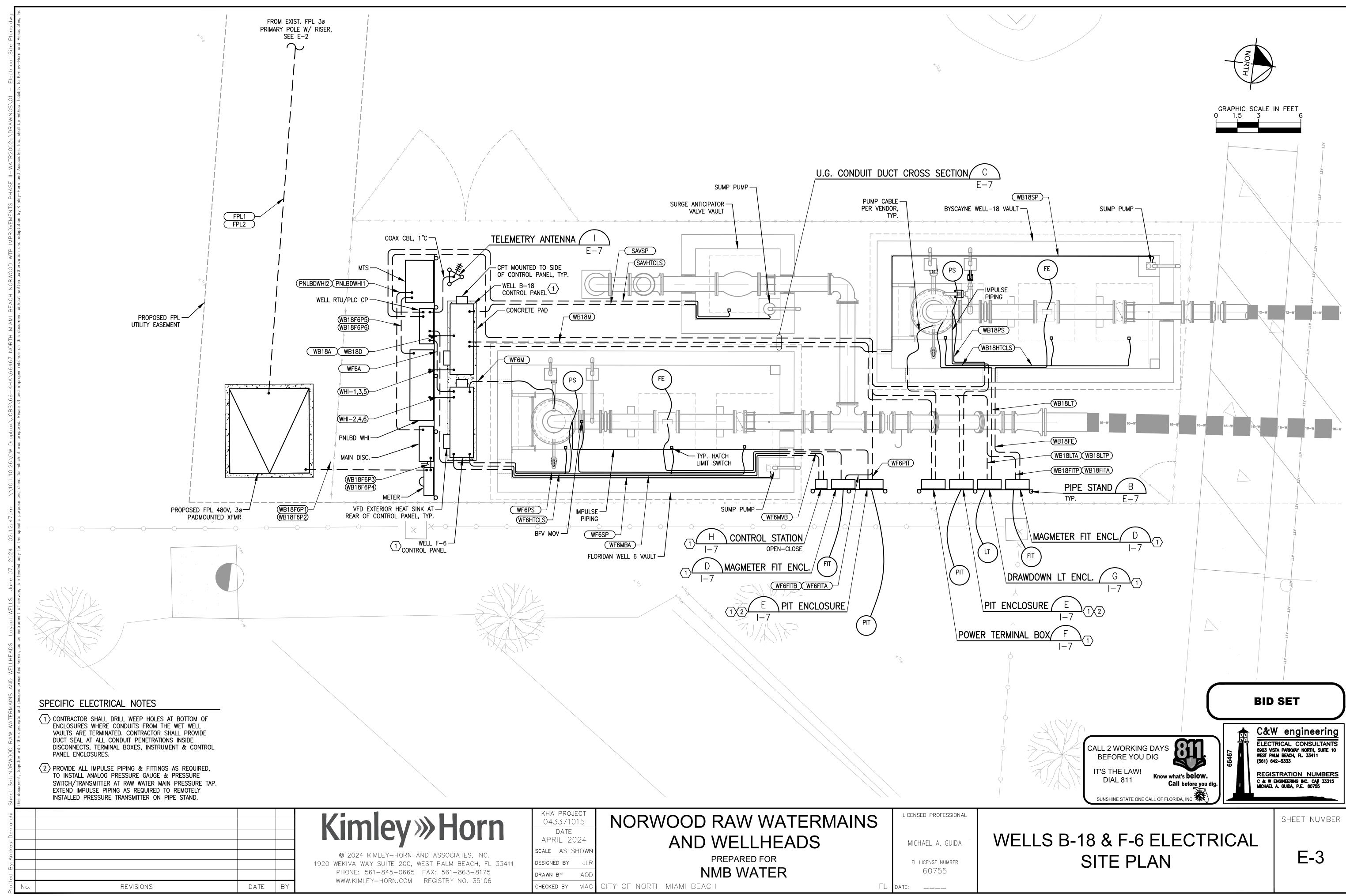
FL LICENSE NUMBER 60755

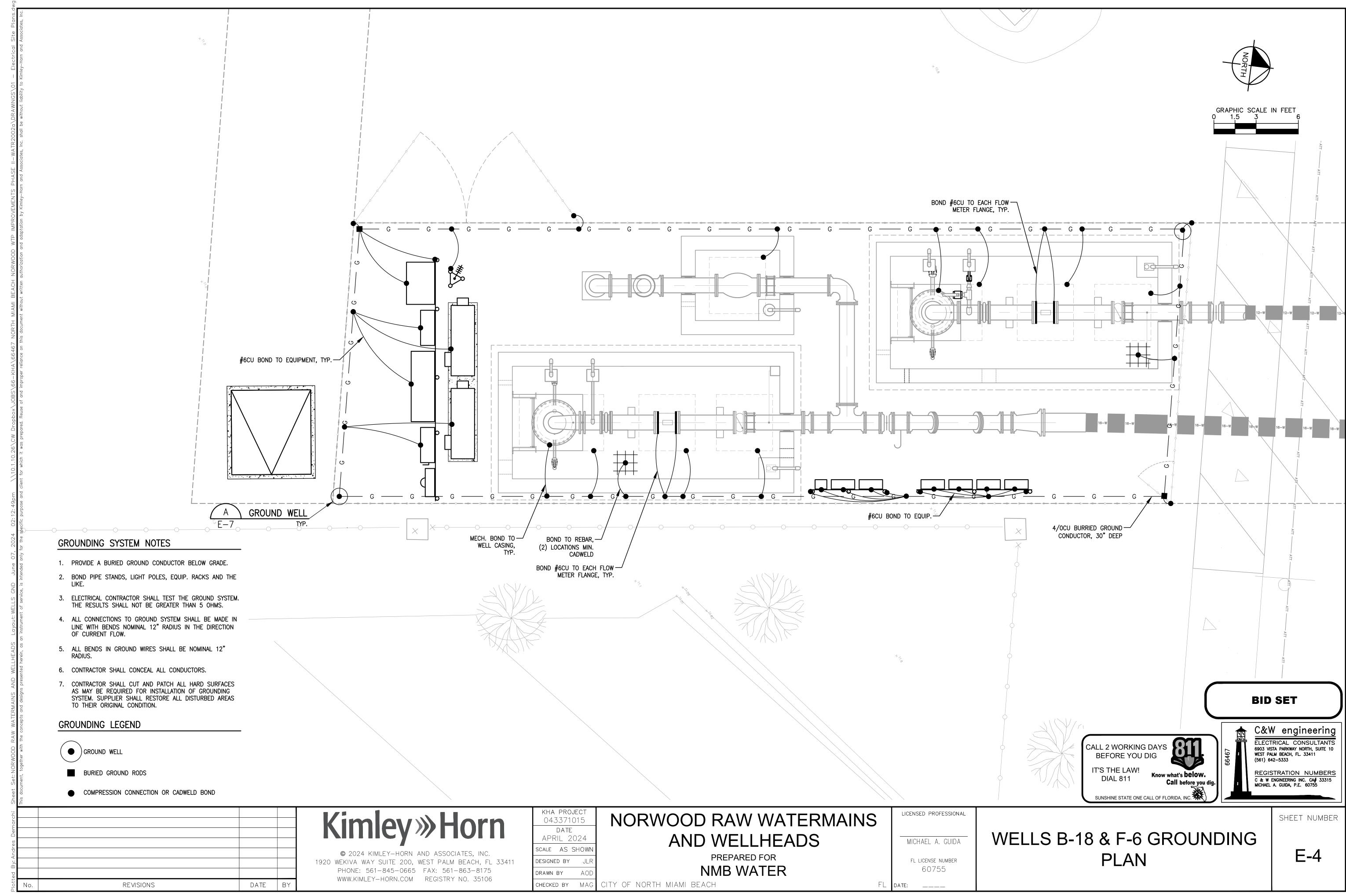
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FPL CONDUIT EASEMENT ROUTE

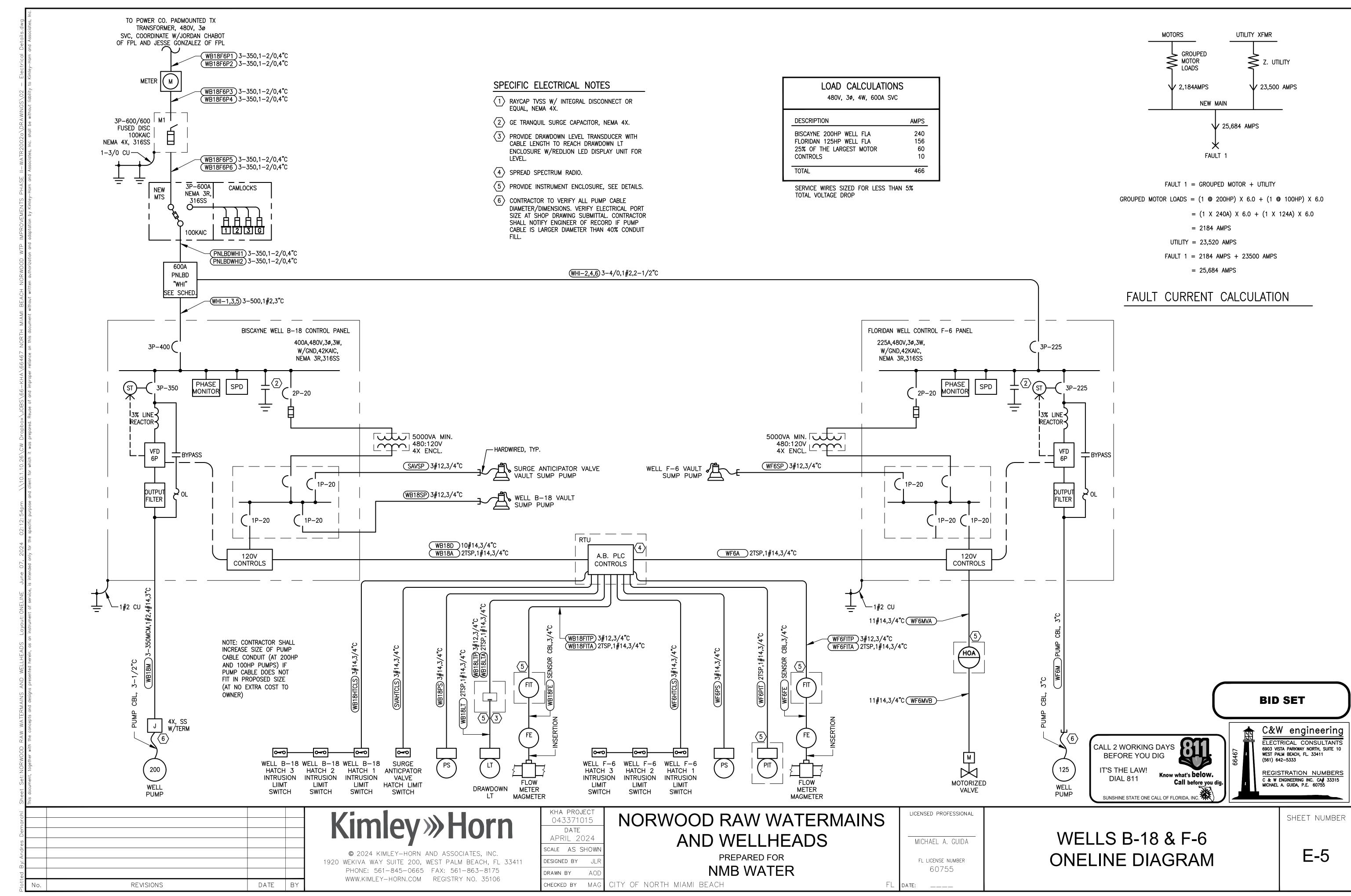
SHEET NUMBER

E-2





Bid ITB-24-039-SG



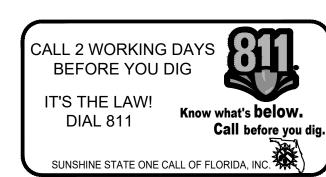
City of North Miami Beach Bid ITB-24-039-SG

## PANELBOARD SCHEDULE WHI

WIRE SIZE	COND SIZE	A	BUS AMP	S C	LOAD	POLES	AMPS	BUS A B C	AMPS	POLES	LOAD	A	BUS AMP	S C	WIRE SIZE	COND SIZE
3-500	3	240			WELL B-18 CP	3	400	1 + 1 2	225	3	WELL F-6 CP	156			3-4/0	2-1/2
1#2			240					3 + 4					156		1#2	
				240				5 6						156		
								7 + 8								
								9 + 10								
								11 + 12								

RATED VOLTAGE: ☐120/208 ■ 277/480 3ø, 4 WIRE BRANCH POLES: ■12 ☐20 ☐30 ☐42 APPROVED MF'RS. CUTLER HAMMER, SQD OR GE ONL'							HAMMER, SQD OR GE ONLY			
RATED AMPS: ☐100 [	□200 □400 ■600		CABINET:	SURFACE	☐ FLUSH		NEMA	<b>1</b>	□3R	■ 4X
☐ MAIN LUGS ONLY MAIN 600 AMPS ■ BREAKER ☐ FUSED SWITCH			■ HINGED DOOR ■ KEYED DOOR LATCH							
☐ FUSED ■ CIRCUIT BREAKER (BOLT-IN) BRANCH DEVICES				TO BE	GFI BREAKERS		FULL NE	UTRAL BU	IS	GROUND BUS
ALL BREAKERS MUST BE RATED TO INTERRUPT A SHORT CIRCUIT ISC OF 42,000 AMPS SYMMETRICAL.										

**BID SET** 



C&W engineering

ELECTRICAL CONSULTANTS
6903 VISTA PARKWAY NORTH, SUITE 10
WEST PALM BEACH, FL. 33411
(561) 642-5333

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1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411
PHONE: 561-845-0665 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

APRIL 2024
SCALE AS SHOWN
DESIGNED BY JLR
DRAWN BY AOD
CHECKED BY MAG CITY OF NORTH MIAMI BEACH

NORWOOD RAW WATERMAINS

DATE
APRIL 2024
SCALE AS SHOWN
DESIGNED BY JLR
DRAWN BY AOD

NORWOOD RAW WATERMAINS
AND WELLHEADS
PREPARED FOR
NMB WATER

MICHAEL A. GUIDA

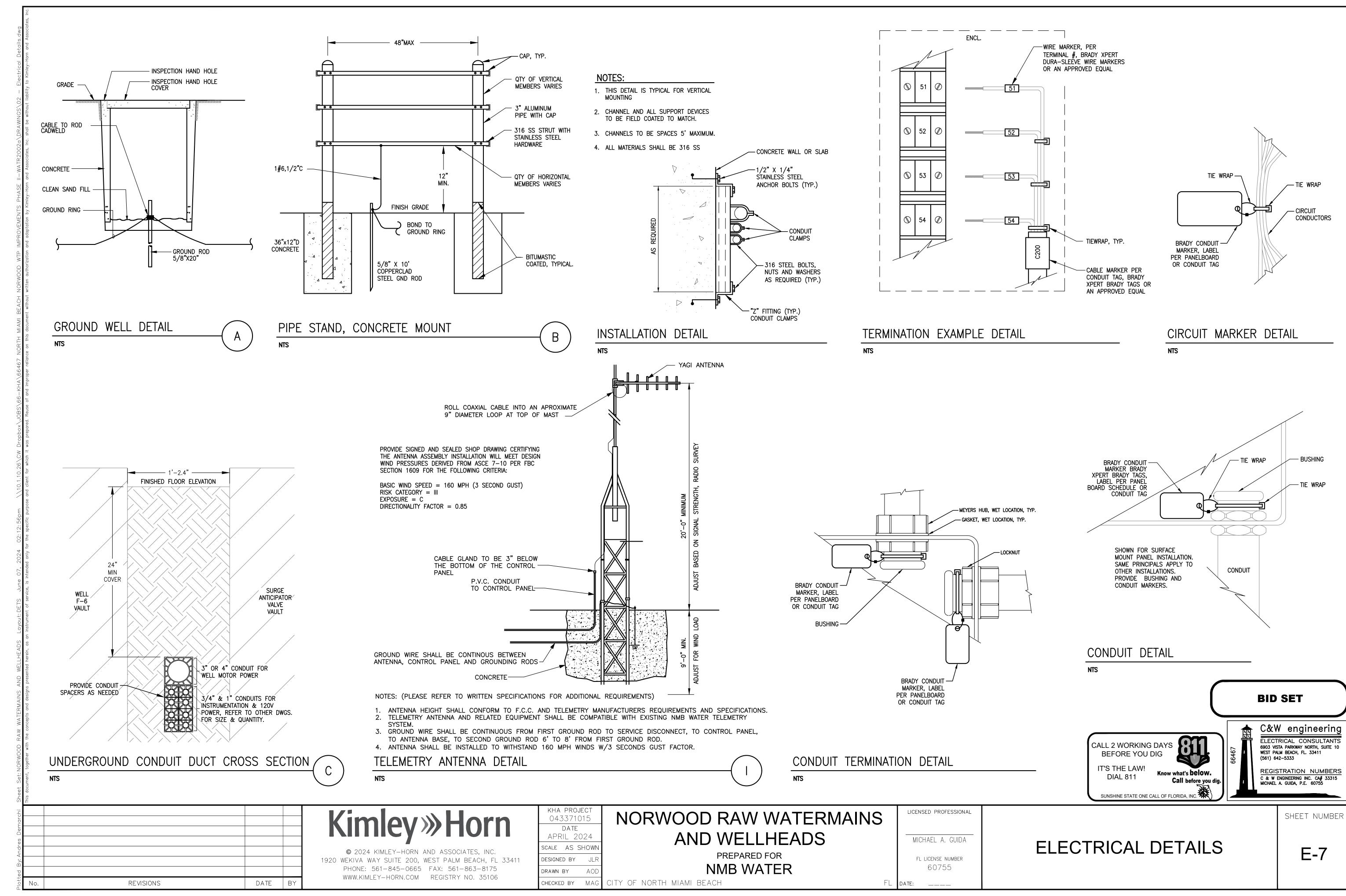
FL LICENSE NUMBER
60755

FL DATE:

PANELBOARD WHI SCHEDULE

SHEET NUMBER

E-6



## PROCESS & INSTRUMENTATION LEGEND

#### - STATUS LIGHT, PANEL MOUNTED - SAMPLE POINT - PRIMARY PROCESS LINE - EXISTING PROCESS LINE - CONTROL SIGNAL RELAY - AUDIBLE HORN ELECTRICAL SIGNAL (PROPOSED) ELECTRICAL SIGNAL (EXISTING) MANUAL BUTTERFLY VALVE - PANEL MOUNTED DEVICE - MANUAL GATE VALVE VENDOR SUPPLIED CABLE - 120V POWER SUPPLY - SUB PANEL MOUNTED DEVICE - MANUAL BALL VALVE - SWING ARM CHECK VALVE FLOOR DRAIN - FIELD MOUNTED DEVICE - PROCESS FLUME ROTAMETER COMPUTER FUNCTION FLOW ELEMENT (VENTURI) - INSTRUMENT AIR COMPRESSOR PLC FUNCTION FLOW ELEMENT (ORIFICE PLATE) STATIC MIXER - PANEL MOUNTED HARDWIRED LOGIC FLOW RESTRICTER - PRESSURE SENSOR (FLANGE) LEVEL (BUBBLE TUBE) CONTINUATION - DUPLEX GFR LEVEL (FLOAT) WIRING CONTINUATION - AIR RELIEF VALVE HOSE CONNECTION ARV - CHEMICAL METER PUMP ANNUNCIATOR WINDOW/POINT FLOW SWITCH FLOW METER (MAGNETIC) SOLENOID VALVE - PLC INPUT/OUTPUT POINT - OPERATOR I'FACE - FLUSHING CONNECTION - DIAPHRAM SEALS, FACTORY FACTORY FILLED SILICONE

GENERAL NOTES

1. THE I SHEETS SHALL BE USED FOR GENERAL ARRANGEMENT OF INSTRUMENTS, FIELD CONTROL PANELS, VENDOR CONTROL PANELS AND THE LIKE AND TO SHOW PLC AND OPERATOR INTERFACE REQUIREMENTS. IT IS NOT MEANT TO SHOW MECHANICAL EQUIPMENT REQUIREMENTS, SIZES AND THE LIKE. IF CONTRADICTIONS OCCUR BETWEEN THE I SHEETS AND MECHANICAL SHEETS, PROCESS PIPING, YARD PIPING AND THE LIKE, THE OTHER SHEETS SHALL HAVE PRECEDENCE.

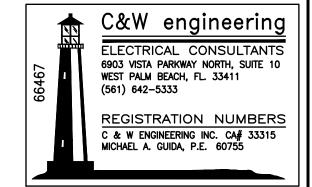
### MEANINGS OF IDENTIFICATION LETTERS

	FIRST	LETTER	SUCCEEDING LETTERS					
	MEASURED OR INITIATING VARIABLE	MODIFIER	READOUT OR PASSIVE FUNCTION	OUTPUT FUNCTION	MODIFIER			
A	ANALYSIS	+	ALARM					
3	USERS' CHOICE		USER'S CHOICE	USER'S CHOICE	USER'S CHOICE			
С	CONDUCTIVITY (ELECTRICAL)			CONTROL				
D	DENSITY (MASS) OR SPECIFIC GRAVITY	DIFFERENTIAL						
E	VOLTAGE (EMF)		PRIMARY ELEMENT					
-	FLOW RATE	RATIO (FRACTION)						
3	GAUGING (DIMENSIONAL)	, , ,	GLASS					
+	HAND (MANUALLY INITIATED)		AUDIBLE HORN		HIGH			
	CURRENT (ELECTRICAL)		INDICATE					
J	POWER	SCAN						
K	TIME OR TIME SCHEDULE			CONTROL STATION				
L	LEVEL		LIGHT (PILOT)		LOW			
М	MOISTURE OR HUMIDITY				MIDDLE OR INTERMEDIAT			
1	AMPLITUDE		USER'S CHOICE	USER'S CHOICE	USER'S CHOICE			
0	USER'S CHOICE		ORIFICE (RESTORATION)					
Р	PRESSURE OR VACUUM		POINT (TEST CONN.)					
Ç	QUANTITY OR EVENT	INTEGRATE OR TOTALIZE						
₹	RUN		RELAY					
3	SPEED OR FREQUENCY	SAFETY		SWITCH				
Γ	TEMPERATURE			TRANSMIT				
U	MULTIVARIABLE		MULTIFUNCTION	MULTIFUNCTION	MULTIFUNCTION			
٧	VISCOSITY			VALVE, DAMPER OR LOUVER				
W	WEIGHT OR FORCE		WELL					
Χ	FAILURE							
Y	USER'S CHOICE			RELAY OR COMPUTE				
Z	POSITION			DRIVE, ACTUATE OR UNCLASSIFIED FINAL CONTROL ELEMENT				

### **ABBREVIATIONS**

Al	ANALOG INPUT	HOR	HAND OR OFF OR REMOTE
AO	ANALOG OUTPUT	LA	LOCAL OR AUTO
AM	AUTOMATIC OR MANUAL	LR	LOCAL OR REMOTE
ATB	ANALOG TERMINAL BOX	LOR	LOCAL OFF REMOTE
CL	CHLORINE	MB	
CP	CONTROL PANEL	MB+	MOD BUS PLUS
CTM	CURRENT TRIP MODULE	MCC	MOTOR CONTROL CENTER
DI	DISCRETE INPUT	MCP	
DN	DEVICE NET	MOA	
DO	DISCRETE OUTPUT	MOD	
DTB	DISCRETE TERMINAL BOX	OC	
EN	ETHERNET	OAC	
ES		OHC	
ETM	ELAPSED TIME METER	PB	
		PCP	
F	FLUORIDE	PLC	
FCD	FLOW CONTROL DAMPER	RCT	
FCV FMD	FLOW CONTROL VLV, OPEN—CLOSE FLOW MODULATING DAMPER	RTM	
		RO	•
FMV FOC	FLOW MODULATING VALVE	SDI	SILT DENSITY INDEX
	FIBER OPTIC CABLE	SI	SIGNAL ISOLATOR
FP		S.P.	
HO		TCLR	TOTAL CHLORINE
HOA	HAND OR OFF OR AUTOMATIC	VFD	
		YN	YES OR NO

**BID SET** 



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ב ט					
	No.	REVISIONS	DATE	BY	

INSERTION MAGMETER

- FUNCTIONAL INDENTIFICATION

COND - CONDUCTIVITY

CHLORINE RESIDUAL

DISSOLVED OXYGEN

TSS - TOTAL SUSPENDED SOLIDS

XX – ANALYZER

TURB. - TURBIDITY

pH – pH

Kimley» Horn

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KHA PROJECT 043371015 DATE APRIL 2024 SCALE AS SHOWN ESIGNED BY

DRAWN BY

NORWOOD RAW WATERMAINS AND WELLHEADS PREPARED FOR

NMB WATER CHECKED BY MAG CITY OF NORTH MIAMI BEACH

LICENSED PROFESSIONAL MICHAEL A. GUIDA FL LICENSE NUMBER 60755

FL DATE:

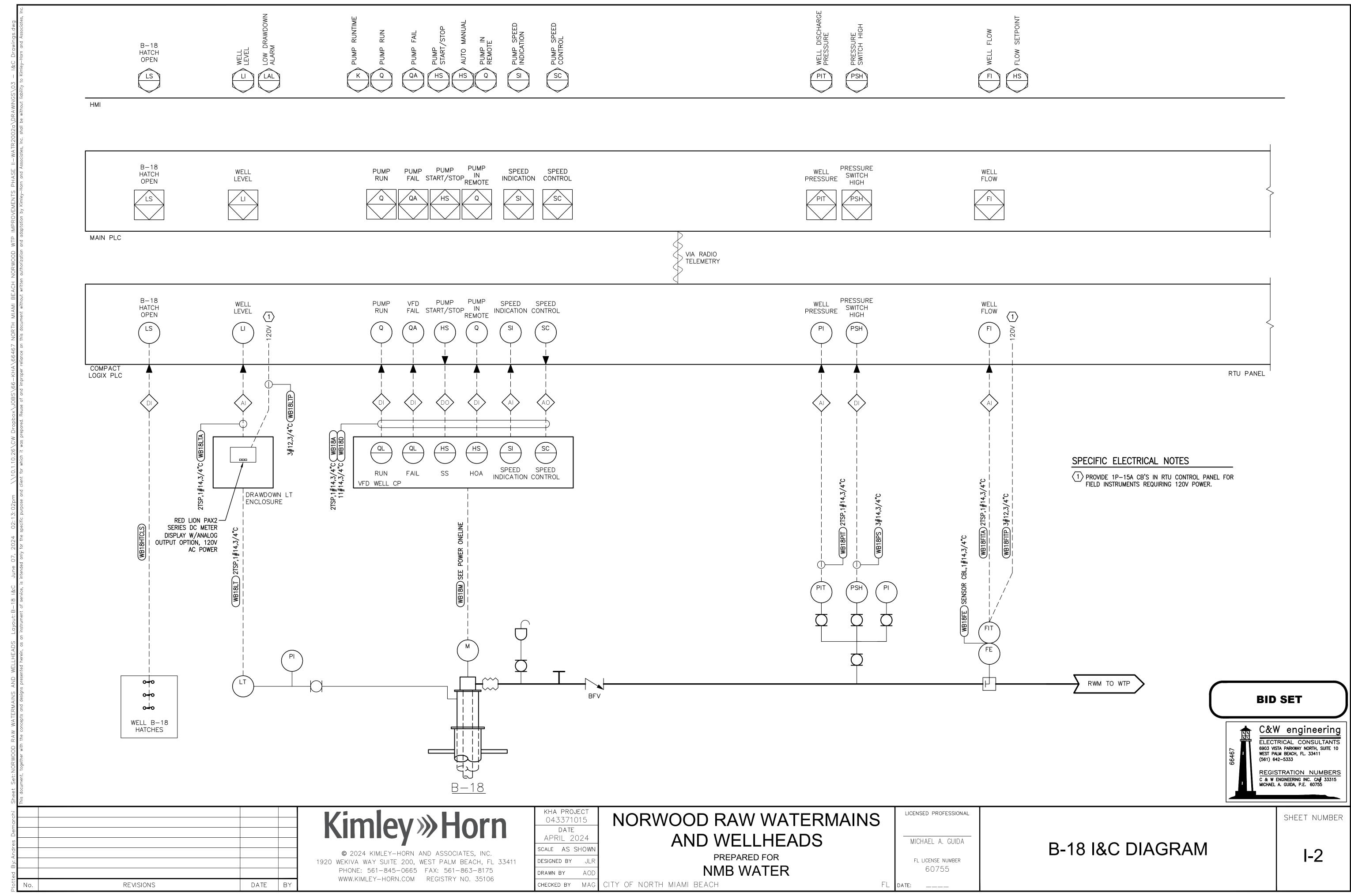
**I&C LEGEND** 

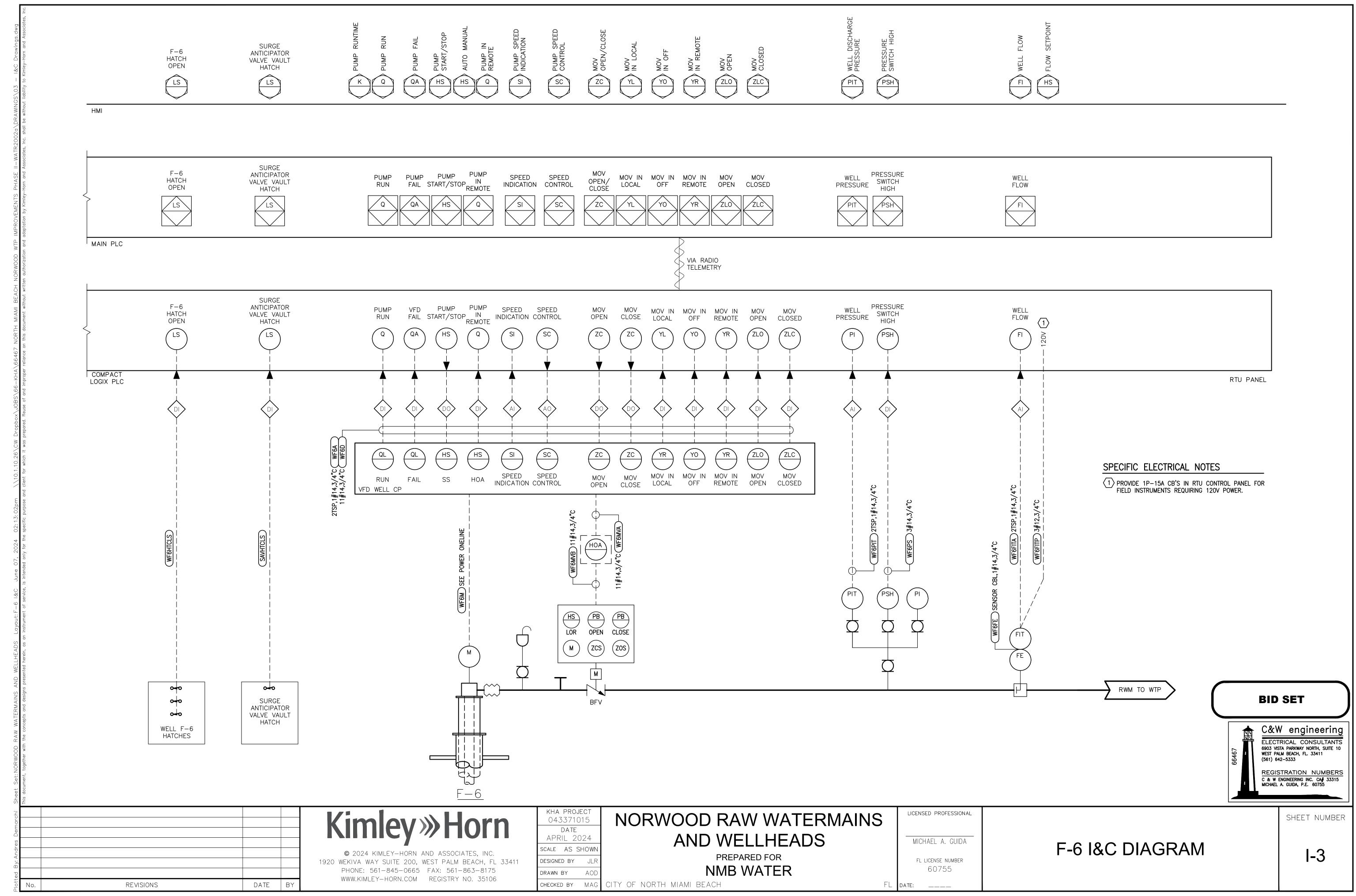
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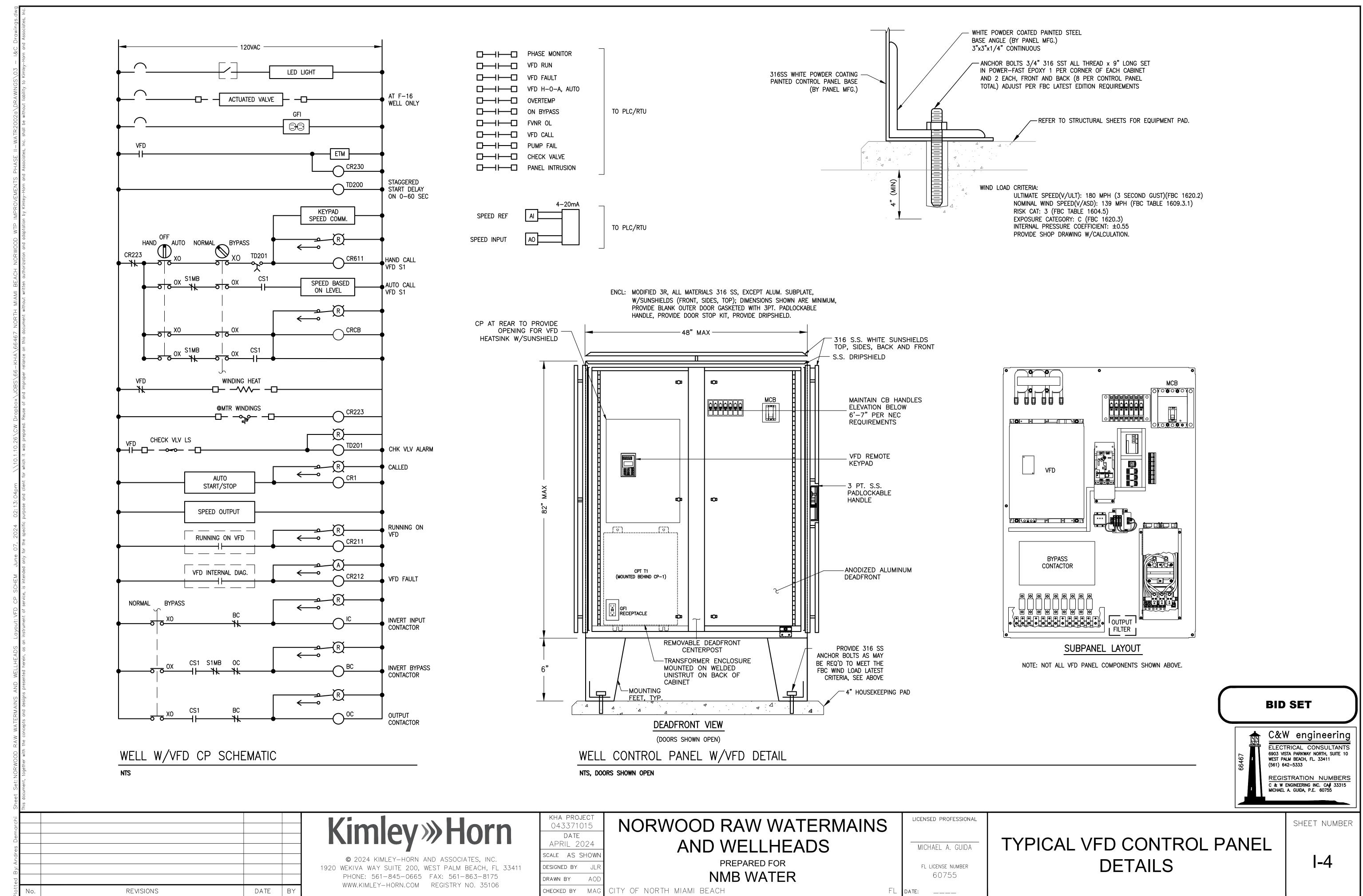
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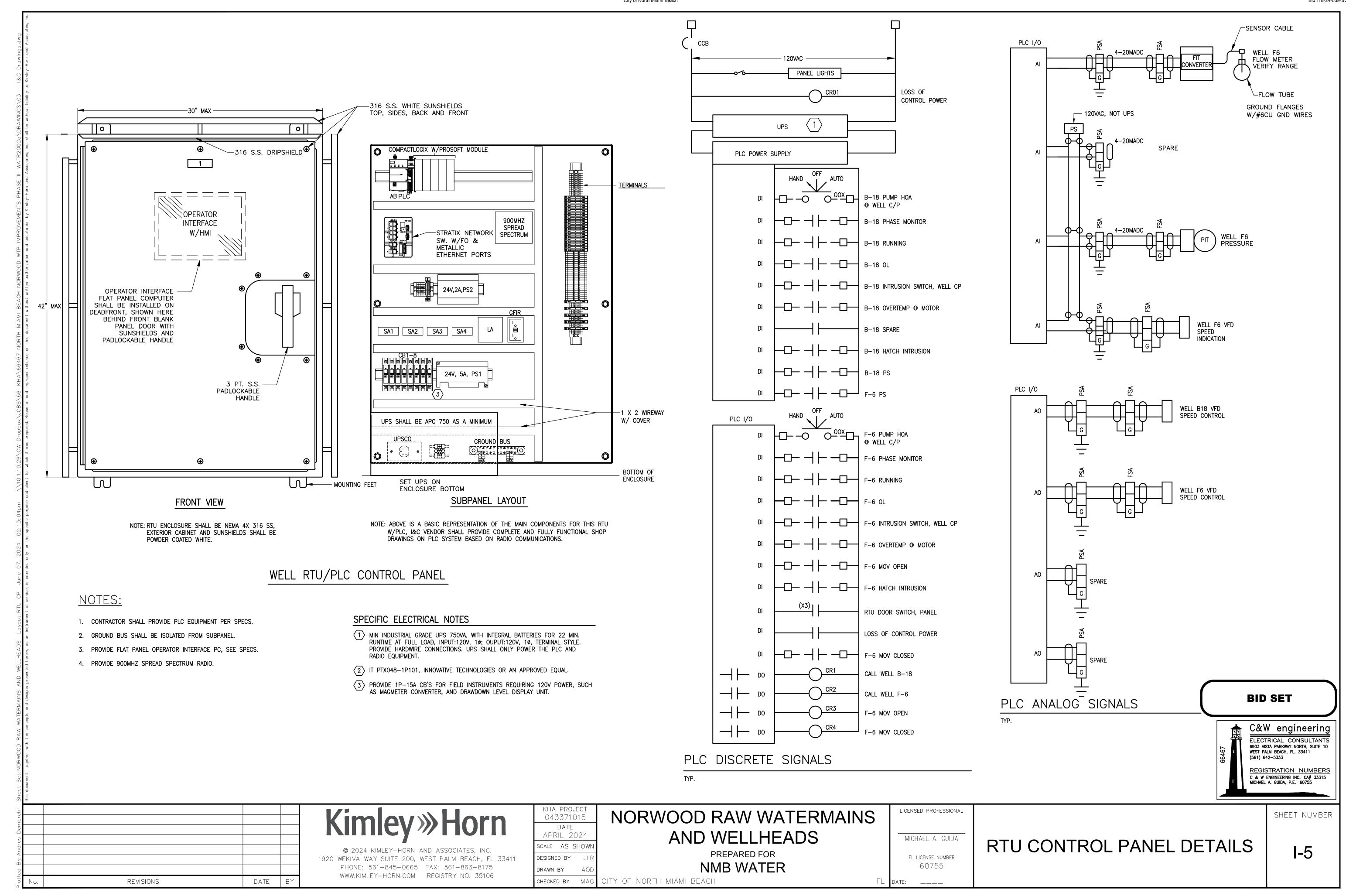
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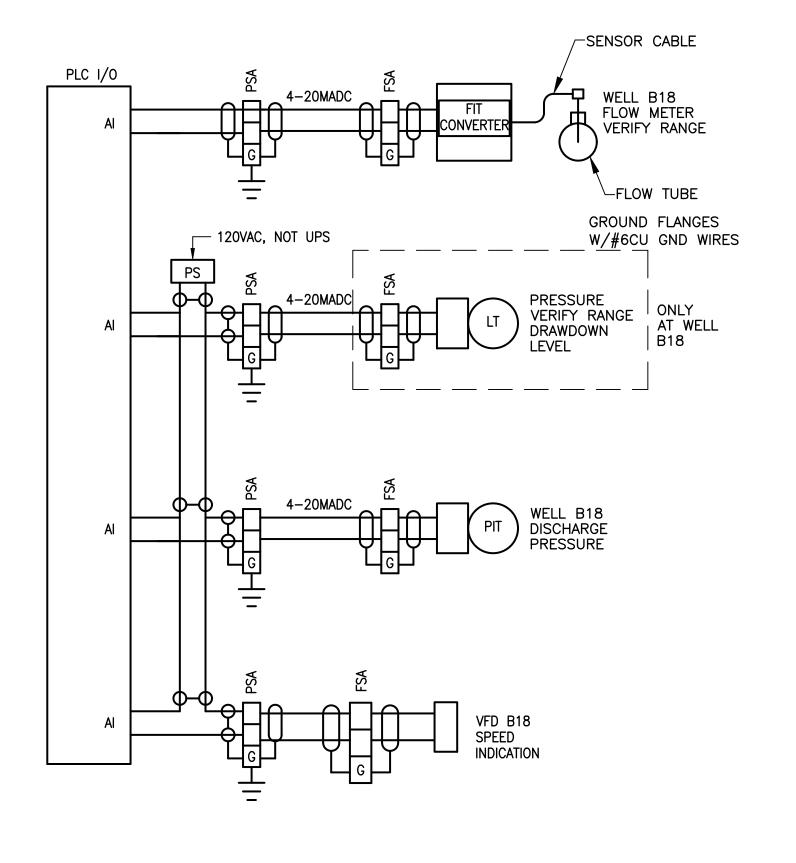
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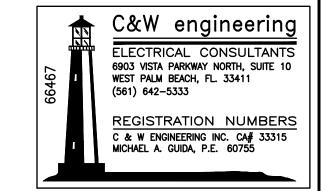
OPEN CONTACTOR CONTROL STATION CLOSE CLOSE CONTACTOR

PLC ANALOG SIGNALS

TYP. FOR BOTH WELLS

MOTORIZED ACTUATED BUTTERFLY VALVE 120V CONTROLS





REVISIONS DATE BY

Kimley» Horn

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KHA PROJECT 043371015 DATE APRIL 2024 SCALE AS SHOWN

DESIGNED BY

DRAWN BY

NORWOOD RAW WATERMAINS AND WELLHEADS PREPARED FOR

NMB WATER CHECKED BY MAG CITY OF NORTH MIAMI BEACH

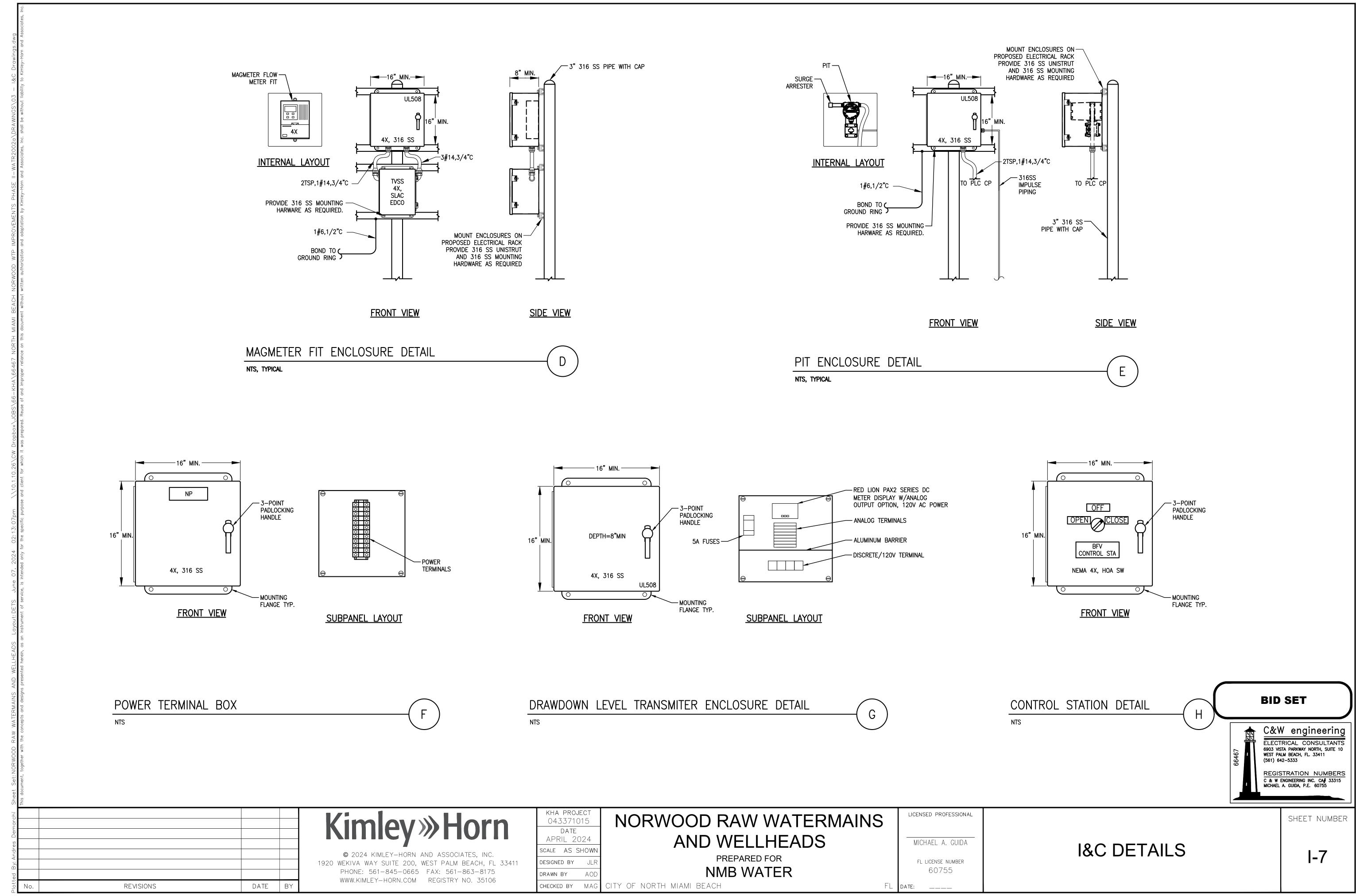
LICENSED PROFESSIONAL MICHAEL A. GUIDA FL LICENSE NUMBER 60755

FL DATE:

PLC IO AND CONTROL STATION

SHEET NUMBER

**I-6** 



#### City of North Miami Beach

### NMB Water

#### Norwood Raw Water Main and Wells June 2024 (100% Plans)

Bid Tab

<u>m No</u>	<u>Description</u>	Est.Qty	<u>Unit</u>	<u>Unit Price</u>	Total Price
A.	General Conditions				
1	Mobilization / Demobilization	1	LS		\$ -
2	Bonds and Insurance	1	LS		\$ -
3	Maintenance of Traffic	1	LS		\$ -
				ubtotal, Item A	
				·	•
B.	Raw Water Main and Well Assemblies				
1	PVC DR18 Raw Water Main				
a.	16-inch	1,860	LF		\$ -
b.	12-inch	40	LF		\$ -
	Detterfly Value and Value David				
2	Butterfly Valves and Valve Boxes	0	EA		Φ.
	16-inch	2			\$ -
D.	12-inch	2	EA		\$ -
3	D L Fittings	3,500	LBS		\$ -
<u>J</u>	D.I. Fittings	3,300	LDS		-
4	Directional Bore (w/2-2" DR11 HDPE conduits)				
	20-inch DR11 DIPS HDPE	1,200	LF		\$ -
	HDPE X MJ Adapter	2	EA		\$ -
<u> </u>	TIDI E X IVIO Adaptei	۷	LA		-
5	ARV Assemblies	3	EA		\$ -
					<u> </u>
6	Connection to Existing				
a.	36"X12" T.S &V	1	EA		\$ -
b.	16-inch RWM Connection at Sta 30+18.49	1	JOB	LS	\$ -
7	Conduit and Pull Boxes				
a.	2" Sch 40 PVC	1,820	LF		\$ -
b.	Concrete Pull Boxes	5	EA		\$ -
8	Miscellaneous Items				
	Fence Removal/ReInstall @ Park	1	JOB	LS	\$ -
	Well Site Fencing	1	JOB	LS	\$ -
	Well Site Landscaping	1	JOB	LS	\$ -
	Well site grading/No. 57 Stone w/ visqueen	1	JOB	LS	\$ -
e.	Sample Points	4	EA		\$ -
	Diagova Mall Acceptable				
9	Biscayne Well Assembly	1	IOD	10	<b>C</b>
	Well Vault Structure/Hatches	1	JOB	LS	\$ -
	Well Pump/Column Pipe/Vault tie-in	1	JOB	LS	-
	Vault Interior SS Piping and Appurtenances	7	JOB	LS	-
d.	Well Disinfect/Testing	T	JOB	LS	-
10	Floridan Well Assembly				<u> </u>
	Well Vault Structure/Hatches	1	JOB	LS	\$ -
	Well Pump/Column Pipe/Vault tie in	1	JOB	LS	\$ -
	Vault Interior SS Piping and Appurtenances	1	JOB	LS	\$ -
	Surge Vault Structure/Hatch	1	JOB	LS	\$ -
	Surge Valit Structure/Hatch Surge Valve/Piping and Appurtences	1	JOB	LS	\$ -
	Well Disinfect/Testing	1	JOB	LS	\$ -
	Well "Kill"	1	EA	LO	\$ -

# City of North Miami Beach NMB Water Norwood Raw Water Main and Wells June 2024 (100% Plans)

Bid Tab

Item No.	<u>Description</u>	Est.Qty	<u>Unit</u>	<b>Unit Price</b>	Total Price	<u> </u>
11	Electrical/Instrumentation					
	FPL UG Primary and Pad Mounted	1	LS		\$	
a.	Transformer Near Wells	ļ	LO		Ф	-
b.	Primary Conduit Install & 480V UG Service	1	LS		\$	
D.	from Meter to FPL Transformer Pole	l	LO		Ф	-
	Wells 480V Meter, 800A Fused Main, PDP	4	LS		¢	
C.	Panel, MTS w/Camlocks, Rack	1	LS		\$	-
d.	Biscayne Well B-18 400A Well Control Panel	1	LS		\$	
u.	w/VFD	ļ	LO		Ф	-
	Floridan Well F-6 225A Well Control Panel	1	LS		\$	
e.	w/VFD	I	2		Ф	-
f	Field Instruments, Control Stations, Stanchion	2	LS		\$	
1.	Mounted Terminal Boxes, Display Unit	۷	L		Ф	
	PLC and RTU w/Spreadspectrum Radio	1	LS		\$	
	Telemetery	I	LO		Ф	
h.	Power and Control Wires, Conduits, Grounding	2	LS		\$	
11.	to Equipment and Motorized Valve	۷	LO		Ψ	_
	Equipment Configuration, Startup, Testing, and	1	LS		\$	_
	Programming				*	_
	Miscellaneous Electrical	1	LS		\$	-
k.	Rohm Tower and Yagi Antenna	1	LS		\$	-
	Miscellaneous Restoration					
	Asphalt Roadway (Over trench)	1,130	SY		\$	-
	Mill and Resurface (1-inch SP 9.5)	2,260	SY		\$	-
	5 ft Concrete Sidewalk	100	LF		\$	-
	Floratam Sod	540	SY		\$	-
e.	Pavement Markings (Thermoplastic)	1	JOB	LS ubtotal, Item B	\$	-
		\$	-			
			(Items A a	,	\$	-
	Со	ntingency		ems A and B)	\$	-
			TOT	AL BASE BID	\$	-

#### **SECTION 5.0 REQUIRED FORMS**

The must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the City if the Bidder is determined to be the most responsive and responsible Bidder.

- 5.1 Drug Free Workplace Program
- 5.2 Solicitation, Giving, and Acceptance of Gifts Policy
- 5.3 Indemnification Clause
- 5.4 Sworn Statement pursuant to section 287.133(3)(a) Florida Statutes on Public Entity Crimes
- 5.5 Anti-Kickback Affidavit
- 5.6 Non-Collusive Affidavit
- 5.7 Bidder Questionnaire
- 5.8 Trench Safety Act Compliance
- 5.9 E-Verify Affirmation Statement
- 5.10 Living Wage
- 5.11 Local Preference Affidavit

#### 5.1 DRUG-FREE WORKPLACE PROGRAM

In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name	e:
Title:	
Date:	

#### 5.2 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.""... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of North Miami Beach policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

Real property or its use,

Tangible or intangible personal property, or its use,

A preferential rate of terms on a debt, loan, goods, or services,

Forgiveness of indebtedness,

Transportation, lodging, or parking,

Membership dues,

Entrance fees, admission fees, or tickets to events, performances, or facilities,

Plants, flowers or floral arrangements.

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services.

Any other similar service or thing having an attributable value not already provided for in this section.

To this list, the City of North Miami Beach has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

Na	ame:
Tir	tle:
Da	ate:
5.3	INDEMNIFICATION CLAUSE
agents resulti attribu of use omiss	Contractor shall indemnify, defend and hold harmless the City Commission, the City of North Miami Beach and their is and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of oring from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is itable to bodily injury, sickness, disease or death, or to injury to or damage to or destruction of property including the loss resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or ion of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
As the	person authorized to sign the statement, I certify that this firm complies fully with the above requirements.
Na	ame:
Ti	tle:
Da	ate:
5.4	SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
1. Th	nis sworn statement is submitted to the CITY OF NORTH MIAMI BEACH, FLORIDA
Ву:	
Na	ame:
Ti	tle:
For:	Legal business name:
Fed	eral Employer I.D. no. (FEIN):
(It	the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

- 2. 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.
- 3. 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 non contendere.
- 4. 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.
- 5. 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 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.
- 6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).
  - Neither the entity submitting this sworn statement, nor any 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 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.
  - 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

	ame: tle:					
11	ue.					
D	ate:					
5.5	ANTI-I	KICKB/	ACK AFFIDAVIT			
						d to any employees of the City of North Miami any member of my firm or by an officer of the
As the	e person	authoriz	zed to sign the stater	ment, I certify tha	nt this firm complies fully	with the above requirements.
N	ame:					
Ti	tle:					
D	ate:					
5.6	NON-0	COLLU	SIVE AFFIDAVIT			
		a)	He/she is the			, (Owner, Partner, Officer, Representative or
	Agent	) of			the Bidder that has s	ubmitted the attached Bid;
	circun	b) nstance	He/she is fully info		g the preparation and c	ontents of the attached Bid and of all pertinent
		c)	Such Bid is genui	ne and is not col	llusive or a sham Bid;	

collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives,

parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or

owners, employees or parties in interest, including this affiant.

2/3/2025 7:13 PM p. 286

d)

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

	Name:
	Title:
	THIC.
	Date:
5.7	BIDDER QUESTIONNAIRE
The	e completed Vendor Questionnaire should be submitted with the solicitation response.
	response requires additional information, the Vendor should upload a written detailed response; each response should be
	mbered to match the question number. The completed questionnaire and attached responses will become part of the ocurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's
-	siness and operations.
1.	Legal business name:
2.	Doing Business As/Fictitious Name (if applicable):
3.	Federal Employer I.D. no. (FEIN):
4.	Dun and Bradstreet No.:
5.	Website address (if applicable):
6.	Principal place of business address: ):
7.	Office location responsible for this project:
8.	Telephone no.:
	Fax no.:
9.	Type of business (check appropriate box):
	Corporation (specify the state of incorporation):
	Sole Proprietor
	Limited Liability Company (LLC)
	Limited Partnership
	General Partnership (State and County filled in)
	Other – Specify
10	. AUTHORIZED CONTACT(S) FOR YOUR FIRM:
	Name:
	Title:
	E-mail:
	Telephone No.:
	Name:
	Title:
	E-mail:
	Telephone No.:

11. Lis	t name and title of each principal, owner, officer, and major shareholder:	
a)		
b)		
c)		
d)		
,		
th er	ffiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Versie last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor ntities of the principal(s) are those entities related to the vendor by the sharing of stock or ot cluding but not limited to a subsidiary, parent or sibling entity.	with the City. Affiliated
a)		
b)		
c)		
d)		
13.	Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.	Yes No
14.	Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.	Yes No
15. Spe	ecify the type of services or commodities your firm offers:	
•		
16. Ho	ow many years has your firm been in business while providing the services and/or produc	cts offered within this
soli	citation?	
17.	Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation?	Yes No
18.	Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of	Yes No
	the product(s) offered herein, and warranty offered is the manufacturer's warranty with the	
	City recorded as the original purchaser? The City reserves the right to verify prior to a	
19.	recommendation of award.  Has your firm ever failed to complete any services and/or delivery of products during the last	Yes No
10.	three (3) years? If yes, specify details in an attached written response.	U 163 U NO
20.	Is your firm or any of its principals or officers currently principals or officers of another	Yes No
	organization? If yes, specify details in an attached written response.	
21.	Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its	Yes No
	parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.	
22.	Has your firm's surety ever intervened to assist in the completion of a contract or have	Yes No
	Performance and/or Payment Bond claims been made to your firm or its predecessor's	_ 100 = 110
	sureties during the last three years? If yes, specify details in an attached a written response,	
	including contact information for owner and surety company.	
23.	If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract?	Yes No

# Questions 24 - 27 are only applicable to service contracts or a construction contracts (repair, maintain or furnish and install) solicitations:

24. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate

sheet	
25.	Has your firm completely inspected the project site(s) prior to submitting response?
26.	Will your firm need to rent or purchase any equipment for this contract? If yes, please specify Yes No details in an attached a written response.
27. W	What equipment does your firm own that is available for this contract?
	dicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of thi Please attach certificate of competency and/or State registration.
110. 1	Todas ditasif certificate of competerioy dilator state registration.
29.	Firm has attached a current Certificate of Liability Insurance?
30. If r	requested, will your firm extend the same price, terms and conditions to other governmental entities during the period
	ed by this contract? Check one:
	Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of
	r nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have persona edge of the referenced project/contract. If any of the following references are inaccessible or not relevant, additional
	eage of the referenced project/contract. If any of the following references are maccessible of not relevant, additional increases may be requested by the City.
	ence 1:
	Scope of Work:
	Contract/Project Title:
	Agency:
	Contact Name/Title:
	Contact Telephone:
	Email:
	Contract/Project Dates (Month and Year):
	Contract Amount:
Refere	ence 2:

2/3/2025 7:13 PM p. 289

Scope of Work:

	Contract/Project Title:
	Agency:
	Contact Name/Title:
	Contact Telephone:
	Email:
	Contract/Project Dates (Month and Year):
	Contract Amount:
Ref	Prence 3:
	Scope of Work:
	Contract/Project Title:
	Agency:  Contact Name/Title:
	Contact Telephone:  Email:
	Contract/Project Dates (Month and Year):
	Contract Amount:
A M COI OR As t	TION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS ATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED MPANY, WHETHER SUCH CITY OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT NOT.  The person authorized to sign the statement, I certify that this firm complies fully with the above requirements.  Name:  Title:  Date:
5.8	TRENCH SAFETY ACT COMPLIANCE
shall assi iden of co	ler acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990 be in effect during the period of construction of the project. The Bidder, by signing and submitting the bids, in writing uring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further tifies the following separate item of costs of compliance with the applicable trench safety standards as well as the methods ompliance:
Met	nods of Compliance

Total	
-------	--

Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above will result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review or assess Bidder's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq., cited as the "Trench Safety Act". Bidder is, and the Owner and Engineer are not, responsible to determine if any safety or safety related standards apply to the project, including but not limited to, the "Trench Safety Act."

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name	:
Title:	
Date:	

#### **5.9 E-VERIFY AFFIRMATION STATEMENT**

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name	:	
Title:		
Date:		1

#### **5.10 LIVING WAGE**

As applicable, Contractor/Proposer/Bidders acknowledges and agrees to provide Living Wage as set forth in Sec. 5-3.2 Living Wage in the City Code of Ordinances. A copy of this Code Section may be obtained online at City of North Miami Beach Code of Ordinance Section 5-3 A copy of the living wages to be paid by the contractor may be obtained online at City of North Miami Beach Code of Ordinance Section 5-3.2 or by contacting the City of North Miami Beach Human Resource Department.

If the contract is for both goods and services, it shall apply only to the services portion of such contract. This requirement shall not apply to contracts which are primarily for the sale or leasing of goods.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name:	
Title:	
Date:	

#### 5.11 LOCAL BUSINESS PREFERENCE AFFIDAVIT

#### **SECTION 1: GENERAL TERMS**

The evaluation of competitive bids is subject to Section 3-4.13 of the City of North Miami Beach Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are used to evaluate the submittals received from offerors are assigned point totals, a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price, shall be given to a local business.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

- 1. Business must be located in the City of North Miami Beach (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation AND;
- Business must have a physical business location/address located within the City's limits, in an area zoned for the
  conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a
  substantial component of the goods or services being offered to the City AND;
- 3. Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above listed criteria is deemed a Local Business for award of preference in accordance with Section 3-4.13 of the City of North Miami Beach Code of Ordinances.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.

Comparison of Qualifications: The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Furthermore, the preference established in no way prohibits the right of the City to give any other preference permitted by law instead of preferences granted, nor does it prohibit the City from selecting the bid or proposal which is the most responsible and in the best interests of the City.

#### **SECTION 2: AFFIRMATION**

Failure	to	fully	complete	this	affidavit	and	to	submit	the	requisite	supporting	documents	may	render	the
												oplicable box			

Place a check mark here if the	
<u>Bidder/Proposer</u> meets the requirements listed	_
below:	<u>C</u>

OR s

☐ Place a check mark here if the <u>Bidder/Proposer</u> is applying for Local Business Preference by subcontracting 20% or more of the contract amount to local subcontractors which meet the requirements listed below:

Has a business located in the City with a current City Business Tax Receipt and certificate of use issued at least twelve
 (12) months prior to the City's issuance of the Solicitation. (NOTE: A copy of applicable business tax receipt(s) and
 certificate(s) of use must be submitted along with this form)

Has a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods and services being offered to the City.

#### **Bidder/Proposer Certification:**

I certify that the information and responses on this form or attached hereto are true, accurate, and complete. I understand that the submittal of this form to the City's Procurement Management Division is for this public entity only. I also understand that I am required to inform the City's Procurement Management Division of any change in the information contained in this form or any attachments hereto.

Name:			
Title:			
Date:			

#### Subcontractor Certification (if applicable):

I certify that the information and responses on this form or attached hereto are true, accurate, and complete. I understand that the submittal of this form to the City's Procurement Management Division is for this public entity only. I also understand that I am required to inform the City's Procurement Management Division of any change in the information contained in this form or any attachments hereto.

Name:		
Title:		
Date:		

<u>NOTE:</u> In the event that the Bidder/Proposer is using more than one subcontractor to qualify for Local Business Preference, then each eligible subcontractor must also complete and certify above of this form to be submitted by the Bidder/Respondent as part of their proposal, along with the requisite supporting documents.

#### SECTION 6.0 SAMPLE CONSTRUCTION AGREEMENT (DO NOT COMPLETE)



# AGREEMENT No. (BID NUMBER) BETWEEN THE CITY OF NORTH MIAMI BEACH AND (VENDOR NAME)

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by and between (Vendor Name) a corporation organized and existing under the laws of the State of Florida, having its principal office at (Vendor Address) (hereinafter referred to as the "CONTRACTOR"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19<sup>th</sup> Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "CITY"),

#### RECITALS

WHEREAS, the CONTRACTOR has offered to provide the services and to be bound by the terms and conditions of the Invitation to Bid (ITB) No. BID NUMBER (Solicitation Title) which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the assertions included in the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B";

**WHEREAS,** the CITY desires to procure from the CONTRACTOR such services for the CITY, in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

#### ARTICLE 1 - DEFINITIONS

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

- 1.1 <u>Agreement</u> This written agreement between the City and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.
- 1.2 <u>Application for Payment</u> The form accepted by the City which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents
- 1.3 Approve The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on

the part of the City to verify in every detail conformance with plans and specifications.

- 1.4 <u>Bid</u> The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.
- 1.5 <u>Bid Documents</u> This Agreement, advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.
- 1.6 <u>Certificate of Substantial Completion</u> Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.
- 1.7 <u>Change Order</u> A change order is defined as a written order to a contractor approved by the city, authorizing a revision of an underlying agreement between the city and a contractor that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of the contract.
- 1.8 <u>City</u> The City of North Miami Beach, Florida including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.9 <u>Contract Documents</u> The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions as amended by the Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the City's Invitation to Bid, Schedule of Completion and Schedule of Values, all amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

- 1.10 <u>Contract Price</u> The monies payable to the Contractor by the City under the Contract Documents and in accordance with the line item unit prices listed in the Bid.
- 1.11 <u>Contract Time</u> The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.

- 1.12 <u>Contractor</u> The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 <u>Day</u> A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 <u>Defective</u> An adjective which when modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.
- 1.15 <u>Effective Date of the Agreement</u> The date specified in the Notice to Proceed given by the City to the Contractor indicating when the Contract Time will commence to run and on which the Agreement becomes effective, but if no such date is indicated, it means the date on which the Agreement is approved by the City Commission or if City Commission approval is not required it is the date on which the Agreement is fully executed by the City.
- 1.16 <u>Final Completion Date</u> The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.
- 1.17 <u>Hazardous Materials (HAZMAT)</u> Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.
- Hazardous Substance As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed ordesignated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 <u>Hazardous Waste</u> Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosively, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.

- 1.20 <u>Holidays</u> Those designated non-work days as established by the City Commission of the City of North Miami Beach.
- 1.21 <u>Inspection</u> The term "inspection" and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.
- 1.22 <u>Notice of Award</u> The written notice by City to the Contractor stating that upon compliance by the Contractor with the conditions precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.
- 1.23 <u>Notice to Proceed</u> A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contract Time will end.
- 1.24 <u>Plans</u> The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the City and are referred to in the Contract Documents.
- 1.25 <u>Premises (otherwise known as Site or Work Site)</u> means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 <u>Project</u> The total construction of the Work to be provided as defined in the Contract Documents.
- 1.27 <u>Project Manager</u> The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement.
- 1.28 <u>Punch List</u> The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 <u>Record Documents</u> A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Built" A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor. These documents will be signed and sealed by the Engineer of Record or a Professional Land Surveyor licensed in the State of Florida.
- 1.31 <u>Substantially Completed Date</u> A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project.
- 1.32 <u>Work</u> The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating material and equipment into the product, all as required by the Contract Documents

#### ARTICLE 2 - SCOPE OF WORK

- 2.1 The Contractor shall complete all work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows: "(BID NO. and Title)".
- 2.2 All Work for the Project shall be constructed in accordance with the Drawings and Specifications. The Work generally involves:

#### PROJECT DESCRIPTION

The Work of the Contract comprises the (Project Title and Description)

The proposed modifications are located in the City of North Miami Beach, Florida, in an area located at (Project Location).

2.3 Within ten (10) days of the execution of this Agreement, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of those subcontractors that will be utilized by the Contractor. The general sequence of the work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

#### ARTICLE 3 - PROJECT MANAGER

3.1 The Project Manager is hereby designated by the City as Judeen Johnson, Public Works Director whose address is 17050 NE 19th Ave. North Miami Beach, FL 33162. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

#### ARTICLE 4 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the City and Contractor are attached to this Agreement, are made a part hereof and consist of the following:

- 4.1 This Agreement.
- 4.2 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.3 Notice of Award and Notice to Proceed.
- 4.4 General Conditions as amended by the Special Conditions.
- 4.5 Technical Specifications.
- 4.6 Plans/Drawings

- 4.7 Bid Form and supplement Affidavits and Agreements.
- 4.8 All applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement.
- 4.9 Invitation to Bid No., , Instructions to Bidders and Bid Bond.
- 4.10 Contractor's response to the City's Invitation to Bid No., \_dated\_\_\_\_\_\_. 20\_\_.
- 4.11 Schedule of Completion and Schedule of Values.
- 4.12 All amendments, modifications and supplements, change orders and work directive changes, issued on or after the Effective Date of the Agreement.
- 4.13 Any Additional documents that are required to be submitted under the Agreement.
- 4.14 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

There are no Contract Documents other than those listed in this Article 4. The Contract Documents may only be altered, amended, or repealed in accordance with the provisions of the terms of this Agreement.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the City Manager (or designee)
- b. This Agreement dated \_\_\_\_\_ and any attachments.
- c. Invitation to Bid No., and the specifications prepared by the City.
- d. Contractor's response to the City's Invitation to Bid No., , dated \_\_\_\_\_\_\_\_, 20 .
- e. Schedule of Values.
- f. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, at once and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

It is the intent of the specifications and plans to describe a complete Project to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning

are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

#### ARTICLE 5 - CONTRACT TIME

5.1	The Contractor recognizes that TIME IS OF THE ESSENCE. Each work order shall commence withincalendar days of the date of the Notice to Proceed.
5.2	The Work shall be Substantially Completed withincalendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
5.3	The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement withincalendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
5.4	The initial contract term shall commence upon date of award by the City and shall expireyear from that date. The City reserves the right to extend the contract for, additionalyear terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
5.5	In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
	ARTICLE 6 - CONTRACT PRICE
6.1	City shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.
	The parties expressly agree that the Contract Price which shall not exceed the amount of \$constitutes the total maximum compensation payable to the Contractor for performing the Work, plus any Work done pursuant to a Change Order. Contract Price is in accordance with the line item unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.

2/3/2025 7:13 PM p. 300

The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense

6.2

without change in the Contract price.

#### ARTICLE 7 – PAYMENT PROCEDURES

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1 and the tenth (10 day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.
- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety percent (90%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one-hundred percent (100%) of the Contract Price. However, not less than ten percent (10%) of the Contract Price shall be retained until Record Drawings (as-built), specifications, addenda, modifications and shop drawings. Including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.
- 7.5 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

#### ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement, Contractor makes the following representations upon which the City has relied:

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in this Agreement. Furthermore, Contractor warrants and confirms that he is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or

performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.
- 8.4 The Contractor has also studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted.
- 8.5 Contractor has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as he deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.

#### 8.8 <u>Labor</u>

- 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.
- 8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.
- 8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Contract in accordance with Article 17.

8.8.4 The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space and maintenance of traffic. A certified "competent person" shall be assigned to the job site. Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to maintenance of traffic. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Contract in accordance with Article 17.

#### 8.9 Materials:

- 8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work.
- 8.9.2 All material and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.

#### 8.10 Work Hours:

- 8.10.1 Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 7 a.m. and 6:00 p.m., Monday through Friday. The Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of North Miami Beach) without the Project Manager's written consent at least seventy two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.
- 8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and save harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

- 8.12 <u>Permits:</u> The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses. The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.
- 8.13 <u>Law and Regulations:</u> The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are at variance therewith, the Contractor shall give the Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.
- 8.14 <u>Taxes:</u> The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of North Miami Beach, County of Dade, and State of Florida.
- 8.15 <u>Contractor Use of Premises:</u> 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 not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

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

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.

- 8.16 <u>Project Coordination:</u> The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:
  - 8.16.1 Flow of material and equipment from suppliers.
  - 8.16.2 The interrelated work with affected utility companies.
  - 8.16.3 The interrelated work with the City where tie-ins to existing facilities are required.
  - 8.16.4 The effort of independent testing agencies.
  - 8.16.5 Notice to affected property owners as may be directed by the Project Manager.
  - 8.17 Project Record Documents and As-Built (Record Drawings): The Contractor shall keep one record copy of all specifications, plans addenda, modifications, shop drawings and samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to the Project Manager for examination and shall be delivered to the Project Manager upon completion of the Work. Upon completion of the project and prior to final payment, an as-built (record drawings) of the Project shall be submitted to the Project Manager.

The as-built drawings shall be signed and sealed by a Florida Registered Professional Surveyor and Mapper, Engineer, Architect or Landscape Architect depending on the type of drawing.

#### 8.18 <u>Safety and Protection:</u>

- 8.18.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 8.18.1.1 All employees working on the project and other persons who may be affected thereby.
  - 8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
  - 8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property

caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.

- 8.19 <u>Emergencies:</u> In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.
- 8.20 <u>Risk of Loss:</u> The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.
- 8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entitles claiming by, through or under the Contractor, releases and discharges the City, from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the City. At such time, a City approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the Contractor from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation,

restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. sections 9607, as amended, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

- 8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.
- 8.23 No Liens: If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the City to Contractor or from Contractor to a

Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

8.24 <u>Weather Emergencies:</u> Upon issuance of a Hurricane Watch by the National Weather Service, the Contractor shall submit to the City a plan to secure the work area in the event a Hurricane Warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available and in the City before, during and immediately after the storm.

Upon issuance of a Hurricane Warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time he is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purposes, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a

period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 96 hours after such an occurrence. The CONTRACTOR shall use its reasonable efforts to minimize such delays. The CONTRACTOR shall promptly provide an estimate of the anticipated additional time required to complete the Project.

# 8.26 PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTED CONTRACTS:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Additionally, the contractor assures that they, the sub recipient or the subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. 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 recipient deems appropriate. (This additional language must be included in each subcontract the prime contractor signs with a subcontractor.)

#### ARTICLE 9 - CITY'S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Contract Documents.
- 9.3 Technical Clarifications and Interpretations:
  - 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the

Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.

- 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting date will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.
- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City's decisions on all claims, questions and determination are final.

#### ARTICLE 10 - BONDS AND INSURANCE

#### 10.1 Public Construction and Other Bonds:

The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

10.1.1 <u>Performance Bond:</u> The Contractor shall execute and record in the public records of Dade County, Florida a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety ("Bon"), in accordance with Section 255.05, Florida Statues (2014) as may be amended or revised, as security for faithful performance and payment of all of the Contractors obligations under the Contract Documents.

A Corporate Surety Bond legally issued, meeting the approval of the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective

workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

10.2 <u>Disqualification of Surety:</u> If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

#### 10.3 <u>Insurance</u>

- 10.3.1 Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. A Sample Insurance Certificate shall be included with the bid to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of coverage.
  - A. The City is required to be named as additional insured on the Commercial General Liability insurance policy. <u>BINDERS ARE UNACCEPTABLE</u>. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.
  - B. The Contractor shall provide the City an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the City shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10 shall not be affected by any other policy of insurance, which the City may carry in its own name.
  - C. Contractor shall as a condition precedent of this Agreement, furnish to the City of North Miami Beach, c/o Project Manager, 17050 NE 19<sup>th</sup> Ave., 2<sup>nd</sup> Floor, North Miami Beach, FL 33162. Certificate(s) of Insurance upon

execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

10.3.2 Property Insurance (Builder's Risk): The Contractor shall purchase and maintain property insurance upon the Work at or off the site of 100% of the contract completed value. These policies shall insure the interest of the owner, contractor and subcontractors in the Work, and shall insure against "all risks" of physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the Work is completed and accepted by the City.

#### 10.3.3 Commercial General Liability

A. Limits of Liability:

Bodily Injury and Property Damage - Combined Single Limit

\$1,000,000 Each Occurrence Project Aggregate \$1,000,000

General Aggregate \$2,000,000

\$1,000,000 Personal Injury

**Products/Completed Operations** \$1,000,000

B. Endorsements Required:

City of North Miami Beach included as an Additional Insured Broad Form

**Contractual Liability** 

Waiver of Subrogation

Premises/Operations

Products/Completed

**Operations Independent Contractors** 

Owners and Contractors Protective Liability

**Contractors Pollution Liability** 

#### 10.3.4 Business Automobile Liability

A. Limits of Liability:

Bodily Injury and Property Damage - Combined Single Limit

All Autos used in completing the contract Including Hired, Borrowed or Non-Owned Autos

Any One Accident \$1,000,000

B. Endorsements Required:

Waiver of Subrogation

#### 10.3.5 Workers' Compensation and Employer's Liability Insurance

Limits: Workers' Compensation - Per Florida Statute 440

Employers' Liability - \$500,000

Any firm performing work on behalf of the City of North Miami Beach must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Law.

Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act.

- 10.3.6 <u>Umbrella/Excess Liability:</u> The Contractor shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.
- 10.3.7 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.

NOTE: CITY BID NUMBER MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Contractor of their liability and obligation under this section or under any other section of this Agreement.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the City shall:

- A. Suspend the Agreement until such time as the new or renewed certificates are received by the City.
- B. The City may, at its sole discretion, terminate the Agreement for cause and seek damages from the Contractor in conjunction with the violation of the terms and conditions of the Agreement.

### ARTICLE 11- WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

11.1 <u>Warranty:</u> The Contractor warrants and guarantees to the City that all Work will be in

accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

- 11.1.1 <u>Warranty of Title:</u> The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.
- 11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.
- 11.1.3 <u>Warranty of Merchantability:</u> The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.
- 11.2 <u>Tests and Inspections:</u> The Contactor shall give the Project Manager timely (minimum of thirty six (36) hours) notice of readiness of the Work for all required inspections, tests, or approvals.
  - 11.2.1 If any law, ordinance, rule, regulation, code or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, the Contractor shall assume full responsibility, pay all costs in connection therewith and furnish the Project Manager the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the City's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation of the Work.
  - 11.2.2 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by the City or by a professional testing firm designated by the City. The City will pay for sampling and testing if the test results are passing. The Contractor will reimburse the City for sampling, testing, and retesting costs associated with failing tests.
  - 11.2.3 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from his obligations to perform the Work in accordance with Contract Documents.
- 11.3 <u>Uncovering Work:</u> If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.

- 11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraph 11.2.1, 11.2.2 and 11.2.3 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if he makes a claim therefore as provided in Articles 14 and 15.
- 11.4 <u>City May Stop the Work:</u> If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.

- 11.5 Correction or Removal of Defective Work Before Final Payment:

  by the Project Manager, the Contractor shall promptly, without cost to the City and as Specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.
- One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

If The Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the city's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the

necessary revisions in the Contracts Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.

11.8 City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

#### ARTICLE 12 - INDEMNIFICATION

- 12.1 <u>Disclaimer of Liability:</u> The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this agreement.
- 12.2 <u>Indemnification:</u> For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
  - 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction

- of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work;
- (i) The violation of any federal, state, county or city laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.
- 12.2.2 Contractor agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trails and appeals.
- 12.2.4 If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the City.

12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes controls the extent and limits of the indemnification and hold harmless provisions

of this Agreement, if any, and that the parties waive any defects in the wording of this Article that runs afoul of said statutory section.

#### ARTICLE 13 - CHANGES IN THE WORK

- 13.1 Without invalidating this Agreement, the City may, at any time or from time to time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.
- 13.2 The Project Manager may authorize minor changes in the work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.
- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

#### ARTICLE 14 - CHANGE OF CONTRACT PRICE

Change of Contract Price, approved by CITY, shall be computed as follows:

- 14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.2.
  - 14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus and cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.
  - 14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.

- 14.1.3 Supplemental costs including the following:
  - 14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.
  - 14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.
  - 14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.
  - 14.1.3.4 Royalty payments and fees for permits and licenses.
  - 14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.
  - 14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
  - 14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.
- The Contract Price may only be increased by a Change Order when Work is modified in accordance with Article 13 and approved by the CITY in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order.
- 14.3 <u>Not Included in the Cost of the Work:</u> The term "cost of the Work" shall not include any of the following:
  - 14.3.1 Payroll costs and other compensation of the Contractor's officers executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.

- 14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.
- 14.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.
- 14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.
- 14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1
- 14.4 <u>Basis of Compensation:</u> The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:
  - 14.4.1 A mutually acceptable negotiated fee:
    - 14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).
    - 14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.
    - 14.4.1.3 The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.
    - 14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.
- 14.5 <u>Cost Breakdown Required:</u> Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an

estimate substantiated by a complete itemized breakdown:

- 14.5.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.
- 14.5.2 Whenever a change involves the Contractor and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.
- Time for the City to Approve Extra Work: Any Extra Work in an amount up to and not exceeding a cumulative amount of \$50,000 for a specific project can be approved by the City Manager and shall require a written Change Order proposal to be submitted to the Public Works Director for submittal and approval by the City Manager. Extra Work exceeding the cumulative amount of \$50,000 for a specific project must be approved by the City Commission and a written Change Order proposal must be submitted to the Public Works Director for submittal and approval by the City Manager and City Commission. No financial or time claim for delay to the project resulting from the Change Order approval process outlined above under Section 14.6 will be allowed.

#### ARTICLE 15 - CHANGE OF THE CONTRACT TIME

- 15.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made there for as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the City, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.
- 15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.
- Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the CONTRACTOR (non-affiliated Contractors) shall not give rise to a claim by the CONTRACTOR for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.

#### ARTICLE 16 - LIQUIDATED DAMAGES

16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of twenty-five Hundred Dollars (\$2,500.00) for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and

agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

#### ARTICLE 17 - SUSPENSION OF WORK AND TERMINATION

- 17.1 <u>City May Suspend Work:</u> The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 <u>City May Terminate Work:</u> The City retains the right to terminate this Agreement, with thirty (30) days prior written notice. Additionally, the City may also terminate this Agreement

- upon 15 days' notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor commences a voluntary case or a petition is filed against the Contractor, under any chapter of the Bankruptcy Code, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
- 17.2.2 If the Contractor makes a general assignment for the benefit of creditors.
- 17.2.3 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
- 17.2.4 If the Contractor persistently fails to perform the Work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.
- 17.2.5 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
- 17.2.6 If the Contractor repeatedly disregards proper safety procedures.
- 17.2.7 If the Contractor disregards any local, state or federal laws or regulations.
- 17.2.8 If the Contactor otherwise violates any provisions of this Agreement.
- 17.3 If the Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contactor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate ion the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere. And Further, the Contractor may be excluded from the Work site and the City take possession of the Work and of all the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.
  - 17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of the City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience Clause as set forth in Section 17.5 below.

- 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:
  - 17.4.1 Should this Agreement be entered into and fully executed by the parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:
    - 17.4.1.1 In the event the Contactor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contactor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contactor acknowledges that such waiver is done knowingly and voluntarily.
    - 17.4.1.2 Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c) (2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to U.S.C. 365(b) (1).
- 17.5 <u>Termination for Convenience:</u> This Contract may be terminated for convenience in writing by City upon thirty (30) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination. In addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have <u>not</u> been performed.
- Where the Contractor's service have been so terminated by the City, the termination shall not affect any rights of the City against the contractor then existing or which may thereafter

- accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.
- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

#### ARTICLE 18 - DISPUTE RESOLUTION

- Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of the Contract Administrator and Contractor shall be submitted to the Consultant for resolution. When either party has determined that a disputed question, claim, difficulty or dispute is at an impasse, that party shall notify the other party in writing and submit question, claim, difficulty or dispute to the Consultant for resolution. The parties may agree to a proposed resolution at any time without the involvement and determination of the Consultant.
  - 18.1.1 Consultant shall notify Contract Administrator and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires time to gather information or allow the parties to provide additional information.
  - 18.1.2 In the event the determination of a dispute by the Consultant under this Article is unacceptable to any of the parties hereto, the party objecting to the determination must notify the other party and the City Manager, in writing within ten (10) days after receipt of the determination. The notice must state the basis of the objection and the proposed resolution. Final resolution of such dispute shall be made by the City Manager. The City Manager's decision shall be final and binding on the parties.
  - 18.1.3 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.4 During the dependency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress. The Work shall not be delayed or postpone pending resolution of any disputes or disagreements.
- 18.1.5 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all

unresolved disputes. A mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies under applicable law. If a party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

#### **ARTICLES 19 - NOTICES**

19.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the City:

City Manager's Office
City of North Miami Beach
17011 NE 19<sup>th</sup> Ave. 4<sup>th</sup> Floor
North Miami Beach, Florida
33162
Telephone No. (305) 9482900
Facsimile No. (305) 957-3602

Office of the City Attorney
City of North Miami Beach
17011 NE 19<sup>th</sup> Ave. 4th Floor
North Miami Beach, Florida
33162
Telephone No. (305) 9482939
Facsimile No. (305) 787-6004

With copy to the:

To the Contractor:

Project Manager City of North Miami Beach 17050 NE 19<sup>th</sup> Ave. 2<sup>nd</sup> Floor North Miami Beach, FL 33162

ARTICLE 20 - LIMITATION OF LIABILITY

- 20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.
- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

#### ARTICLE 21 - GOVERNING LAW

21.1 This Agreement shall be governed by the laws of the State of Florida. Both Parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. Venue for any claim, objection or dispute arising out of this Agreement shall be in Dade County, Florida. By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury or any civil litigation related to, or arising out of the Project. Contractor shall specifically bind all subcontractors to the provisions of this Contract.

#### ARTICLE 22 - MISCELLANEOUS

The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.

- The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of six (6) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

22.8 The CONTRACTOR understands the City is subject to Florida's Public Records Act, Chapter 119, FL. Stat. and that any such books, records, documents and data maintained by the City are public records unless expressly exempted by general law. CONTRACTOR agrees that all documents and advertisements maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes. It is further understood that any report, tracing, plan, map or other work product, without limitation, given by City to CONTRACTOR pursuant to this Agreement shall at all times remain the property of City, shall be returned to City, and shall not be used by CONTRACTOR for any other purpose without the written consent of the City. CONTRACTOR shall comply with the requirements of Florida Statutes 119.071 to the extent applicable to CONTRACTOR.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).

#### 22.9 ORDER OF PRECEDENCE

In the event there is a conflict between this agreement, the ITB, contractors' response, or scope of work, the order of precedence shall be this agreement, the ITB, and the contractors' response. The city expressly rejects any additional terms or conditions not consistent with the terms herein.

#### **ARTICLE 23. LIVING WAGE ORDIANCE**

23.1 As applicable, the CONSULTANT agrees to provide Living Wage as set forth in Sec. 5-3.2 Living Wage in the City Code of Ordinances.

Signature page to follow

CONTRACTOR	CITY OF NORTH MIAMI BEACH
Signature	City Manager
Name	Date
Title	Approved as to form and legal sufficiency:
Date	City Attorney
	Attest:
	City Clerk
	(City Seal)



#### **ADDENDUM NO. 1**

January 8, 2025

**Solicitation No.** ITB-24-039-SG

Solicitation Title: RAW WATER TRANSMISSION MAINS & WELLS

Bid Opening Date: January 24, 2025 @ 3:00PM (EST)

#### TO: ALL PROSPECTIVE BIDDERS:

The following changes, additions, clarification and deletions amend the solicitation documents of the aforementioned Invitation to Bid (ITB) and shall become part of the solicitation documents. Words and/or figures stricken through shall be deleted. Underscored words and/or figures shall be added. The remaining provisions are now in effect and remain unchanged.

#### A. CHANGES

1. Please see updated Technical Specifications. Previous Technical Specifications have been removed, replaced by updated Technical Specifications.

#### **B. UPDATES**

1. Substantial Completion is 600 calendar days and Final Completion 690 calendar days.



#### **ADDENDUM NO. 2**

January 23, 2025

**Solicitation No.** ITB-24-039-SG

Solicitation Title: RAW WATER TRANSMISSION MAINS & WELLS

Bid Opening Date: January 31, 2025 @ 3:00PM (EST)

#### TO: ALL PROSPECTIVE BIDDERS:

The following changes, additions, clarification and deletions amend the solicitation documents of the aforementioned Invitation to Bid (ITB) and shall become part of the solicitation documents. Words and/or figures stricken through shall be deleted. Underscored words and/or figures shall be added. The remaining provisions are now in effect and remain unchanged.

#### A. CHANGES

1. The Bid Closing Date has been changed,

Bid Close Date: January 24, 2025 @ 3:00 PM (EST)

NEW Bid Close Date: January 31, 2025 @ 3:00 PM (EST)

#### **B. QUESTIONS & ANSWERS**

**QUESTION 1:** What is the engineers estimate/budget for this job

**ANSWER 1: See attached OPCC** 

QUESTION 2: Is this a domestic material requirement project? A.I.S., BABA?

**ANSWER 2: Yes, both AIS and BABA** 

#### City of North Miami Beach NMB Water

#### Norwood Raw Water Main and Wells June 2024 (100% Plans)

Conceptual Opinion of Probable Construction Costs (OPCC)

Item No.	Description	Est.Qty	<u>Unit</u>	١	Jnit Price	Total Price	
Α.	General Conditions						
1	Mobilization / Demobilization	1	LS	\$	225,000.00	\$	225,000.00
2	Bonds and Insurance	1	LS		95,000.00	\$	95,000.00
3	Maintenance of Traffic	1	LS		40,000.00	\$	40,000.00
			S		otal, Item A	\$	360,000.00
В.	Raw Water Main and Well Assemblies						
1	PVC DR18 Raw Water Main			1			
	16-inch	1,860	LF	\$	235.00	\$	437,100.00
	12-inch	40	LF	\$	165.00	\$	6,600.00
D.	12 11011	40		Ψ	100.00	Ψ	0,000.00
2	Butterfly Valves and Valve Boxes						
	16-inch	2	EA	\$	18,500.00	\$	37,000.00
	12-inch	2	EA	\$	12,500.00	\$	25,000.00
ъ.	12-11011			Ψ	12,000.00	Ψ	20,000.00
3	D.I. Fittings	3,500	LBS	\$	18.50	\$	64,750.00
4	Direction of Decree (co/O Oll DD44 HDD5 conduits)						
4	Directional Bore (w/2-2" DR11 HDPE conduits)	4.000		Φ.	505.00	Φ.	000 000 00
	20-inch DR11 DIPS HDPE	1,200	LF	\$	525.00	\$	630,000.00
b.	HDPE X MJ Adapter	2	EA		6,500	\$	13,000.00
5	ARV Assemblies	3	EA	\$	12,500.00	\$	37,500.00
6	Connection to Evicting						
	Connection to Existing 36"X12" T.S &V	1	ΕΛ	φ	20,000,00	φ	20,000,00
	16-inch RWM Connection at Sta 30+18.49	1	EA JOB	\$	30,000.00 LS	\$	30,000.00 10,000.00
D.	16-Inch Ryvivi Connection at Sta 30+16.49	I	JOB		LS	Ф	10,000.00
7	Conduit and Pull Boxes						
a.	2" Sch 40 PVC	1,820	LF	\$	9.50	\$	17,290.00
b.	Concrete Pull Boxes	5	EA	\$	2,500.00	\$	12,500.00
8	Miscellaneous Items						
	Fence Removal/ReInstall @ Park	1	JOB		LS	\$	2,500.00
	Well Site Fencing	1	JOB		LS	\$	18,000.00
	Well Site Landscaping	1	JOB		LS	\$	4,500.00
	Well site grading/No. 57 Stone w/ visqueen	1	JOB		LS	\$	3,500.00
	Sample Points	4	EA	\$	950.00	\$	3,800.00
9	Biscayne Well Assembly						
	Well Vault Structure/Hatches	1	JOB		LS	¢	285 000 00
	(Well Pump)/Column Pipe/Vault tie-in	1	JOB		LS	\$ \$	285,000.00 325,000.00
	Vault Interior SS Piping and Appurtenances	1	JOB		LS		225,000.00
	Well Disinfect/Testing	1	JOB		LS	\$	12,000.00
							-
10	Floridan Well Assembly		167			_	005.000.00
	Well Vault Structure/Hatches	1	JOB		LS	\$	285,000.00
	(Well Pump)/Column Pipe/Vault tie in	1	JOB		LS	\$	400,000.00
	Vault Interior SS Piping and Appurtenances	1	JOB		LS	\$	225,000.00
	Surge Vault Structure/Hatch	1	JOB	<u> </u>	LS	\$	45,000.00
	(Surge Valve)/Piping and Appurtences	1	JOB	<u> </u>	LS	\$	50,000.00
	Well Disinfect/Testing	1	JOB	_	LS	\$	12,000.00
g.	Well "Kill"	1	EA	\$	8,500.00	\$	8,500.00

#### City of North Miami Beach NMB Water

#### Norwood Raw Water Main and Wells June 2024 (100% Plans)

Conceptual Opinion of Probable Construction Costs (OPCC)

Item No.	<u>Description</u>	Est.Qty	<u>Unit</u>	Unit Price		Total Price
11	Electrical/Instrumentation					
a.	FPL UG Primary and Pad Mounted Transformer Near Wells	1	LS	\$ 55,000.00	\$	55,000.00
b.	Primary Conduit Install & 480V UG Service from Meter to FPL Transformer Pole	1	LS	\$ 50,000.00	\$	50,000.00
C.	Wells 480V Meter, 800A Fused Main, PDP Panel, MTS w/Camlocks, Rack	1	LS	\$ 90,000.00	\$	90,000.00
d.	Biscayne Well B-18 400A Well Control Panel w/VFD	1	LS	\$ 90,000.00	\$	90,000.00
e.	Floridan Well F-6 225A Well Control Panel w/VFD	1	LS	\$ 75,000.00	\$	75,000.00
f.	Field Instruments, Control Stations, Stanchion Mounted Terminal Boxes, Display Unit	2	LS	\$ 40,000.00	\$	80,000.00
g.	PLC and RTU w/Spreadspectrum Radio Telemetery	1	LS	\$ 45,000.00	\$	45,000.00
h.	Power and Control Wires, Conduits, Grounding to Equipment and Motorized Valve	2	LS	\$ 35,000.00	\$	70,000.00
i.	Equipment Configuration, Startup, Testing, and Programming	1	LS	\$ 25,000.00	\$	25,000.00
j.	Miscellaneous Electrical	1	LS	\$ 30,000.00	\$	30,000.00
k.	Rohm Tower and Yagi Antenna	1	LS	\$ 20,000.00	\$	20,000.00
12	Miscellaneous Restoration					
a.	Asphalt Roadway (Over trench)	1,130	SY	\$ 175.00	\$	197,750.00
	Mill and Resurface (1-inch SP 9.5)	2,260	SY	\$ 50.00	\$	113,000.00
	5 ft Concrete Sidewalk	100	LF	\$ 95.00	\$	9,500.00
d.	Floratam Sod	540	SY	\$ 10.00	\$	5,400.00
e.	Pavement Markings (Thermoplastic)	1	JOB	LS	\$	7,500.00
		Total (Items A and B) Contingency				4,181,190.00
						4,548,690.00
						451,310.00
				TAL BASE BID	\$	5,000,000.00

#### Question and Answers for Bid #ITB-24-039-SG - Raw Water Transmission Mains and Wells

#### Overall Bid Questions

#### **Question 1**

What is the engineers estimate/budget for this job (Submitted: Jan 6, 2025 4:41:54 PM EST)

#### **Answer**

- See Addendum No. 2 (Answered: Jan 29, 2025 12:09:39 PM EST)

#### **Question 2**

IS THIS A DOMESTIC MATERIAL REQUIREMENT PROJECT? A.I.S., BABA? (Submitted: Jan 7, 2025 8:24:12 AM EST)

#### **Answer**

- See Addendum No. 2 (Answered: Jan 29, 2025 12:09:39 PM EST)

## Norwood Raw Water Main and Wells June 2024 (100% Plans) BAFO

#### **Bid Tab**

<u>Item</u> No.	<u>Description</u>	Est.Qty	<u>Unit</u>	Unit Price		Total Price	
A.	General Conditions						
1	Mobilization / Demobilization	1	LS	\$	260,000.00	\$	260,000.00
2	Bonds and Insurance	1	LS	\$	116,800.00	\$	116,800.00
3	Maintenance of Traffic	1	LS	\$	73,000.00	\$	73,000.00
				Subt	otal, Item A	\$	449,800.00
B.	Raw Water Main and Well Assemblies						
1	PVC DR18 Raw Water Main						
a.	16-inch	1,860	LF	\$	400.00	\$	744,000.00
<del>b.</del>	<del>12-inch</del>	40	ᄩ			\$	
2	Butterfly Valves and Valve Boxes						
a.	16-inch	2	EA	\$	15,300.00	\$	30,600.00
<del>b.</del>	<del>12-inch</del>	2	<del>ΕΑ</del>			\$_	<u>-</u>
3	D.I. Fittings	3,500	LBS	\$	55.00	\$	192,500.00
4	Directional Bore (w/2-2" DR11 HDPE conduits)						
a.	20-inch DR11 DIPS HDPE	1,200	LF	\$	550.00	\$	660,000.00
b.	HDPE X MJ Adapter	2	EA		13,200	\$	26,400.00
5	ARV Assemblies	3	EA	\$	33,000.00	\$	99,000.00
6	Connection to Existing						
a.	36"X12" T.S &V	4	EA			\$	<del></del>
b.	16-inch RWM Connection at Sta 30+18.49	1	JOB	\$	26,000.00	\$	26,000.00
7	Conduit and Pull Boxes						
	2" Sch 40 PVC	1,820	LF	\$	15.00	\$	27,300.00
b.	Concrete Pull Boxes	5	EA	\$	3,000.00	\$	15,000.00
8	Miscellaneous Items						
	<u> </u>	1	JOB	\$	25,000.00	\$	25,000.00
b.	Well Site Fencing	1	JOB	\$	60,000.00	\$	60,000.00
C.	Well Site Landscaping	1	JOB	\$	45,000.00	\$	45,000.00
	Well site grading/No. 57 Stone w/ visqueen	1	JOB	\$	25,000.00	\$	25,000.00
e.	Sample Points	4	EA	\$	3,500.00	\$	14,000.00
9	Biscayne Well Assembly						
a.	Well Vault Structure/Hatches	4	JOB		LS	\$_	

Item No.	<u>Description</u>	Est.Qty	<u>Unit</u>	Unit Price	Total Price
<del>b.</del>	Well Pump/Column Pipe/Vault tie-in	4	JOB	LS	\$
<del>C.</del>	Vault Interior SS Piping and Appurtenances	4	<del>JOB</del>	LS	\$
<del>d.</del>	Well Disinfect/Testing	4	JOB	LS	\$
10	Floridan Well Assembly				
a.	Well Vault Structure/Hatches	1	JOB	\$ 300,000.00	\$ 300,000.00
b.	Well Pump/Column Pipe/Vault tie in	1	JOB	\$ 700,000.00	\$ 700,000.00
	Vault Interior SS Piping and Appurtenances	1	JOB	\$ 300,000.00	\$ 300,000.00
	Surge Vault Structure/Hatch	1	JOB	\$ 100,000.00	\$ 100,000.00
e.	Surge Valve/Piping and Appurtences	1	JOB	\$ 165,000.00	\$ 165,000.00
f.	Well Disinfect/Testing	1	JOB	\$ 37,500.00	\$ 37,500.00
g.	Well "Kill"	1	EA	\$ 20,000.00	\$ 20,000.00
11	Electrical/Instrumentation				
a.	FPL UG Primary and Pad Mounted Transformer Near Wells	1	LS	\$ 115,000.00	\$ 115,000.00
b.	Primary Conduit Install & 480V UG Service from Meter to FPL Transformer Pole	1	LS	\$ 300,000.00	\$ 300,000.00
C.	Wells 480V Meter, 800A Fused Main, PDP Panel, MTS w/Camlocks, Rack	1	LS	\$ 125,000.00	\$ 125,000.00
<del>d.</del>	Biscayne Well B-18 400A Well Control Panel-w/VFD	4	LS		\$
e.	Floridan Well F-6 225A Well Control Panel w/VFD	1	LS	\$ 225,000.00	\$ 225,000.00
f.	Field Instruments, Control Stations, Stanchion Mounted Terminal Boxes, Display Unit	0.5	LS	\$ 171,000.00	\$ 85,500.00
g.	PLC and RTU w/Spreadspectrum Radio Telemetery	1	LS	\$ 170,000.00	\$ 170,000.00
h.	Power and Control Wires, Conduits, Grounding to Equipment and Motorized Valve	0.5	LS	\$ 240,000.00	\$ 120,000.00
i.	Equipment Configuration, Startup, Testing, and Programming	0.5	LS	\$ 52,500.00	\$ 26,250.00
j.	Miscellaneous Electrical	1	LS	\$ 25,000.00	\$ 25,000.00
k.	Rohm Tower and Yagi Antenna	1	LS	\$ 35,000.00	\$ 35,000.00
12	Miscellaneous Restoration				
a.	Asphalt Roadway (Over trench)	1,130	SY	\$ 125.00	\$ 141,250.00
	Mill and Resurface (1-inch SP 9.5)	2,260	SY	\$ 45.00	\$ 101,700.00
	5 ft Concrete Sidewalk	100	LF	\$ 100.00	\$ 10,000.00
d.	Floratam Sod	540	SY	\$ 15.00	\$ 8,100.00
e.	Pavement Markings (Thermoplastic)	1	JOB	\$ 15,000.00	\$ 15,000.00
				Subtotal, Item B	\$ 5,100,100.00

Item No.	<u>Description</u>	Est.Qty	<u>Unit</u>	Unit Price	Total Price
		Total (	Items A	\$ 5,549,900.00	
		Contingency			\$ 554,990.00
			TO	TAL BASE BID	\$ 6,104,890.00

Fabio Angarita Vice President

David Mancini and Sons, Inc

3/10/2025

Date

#### NMB Water Norwood Raw Water Main and Wells June 2024 (100% Plans) Bid Tab

**BAFO** 

<u>m                                    </u>	<u>Description</u>	Est.Qty	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
A.	General Conditions				
1	Mobilization / Demobilization	1	LS	\$ 224,825.00	\$ 224,825.00
2	Bonds and Insurance	1	LS	\$ 100,000.00	\$ 100,000.00
3	Maintenance of Traffic	1	LS	\$ 41,000.00	\$ 41,000.00
			S	Subtotal, Item A	\$ 365,825.00
B.	Raw Water Main and Well Assemblies				
1	PVC DR18 Raw Water Main				
a.	16-inch	1,860	LF	\$ 255.00	\$ 474,300.00
b.	12-inch	0	LF	\$ 186.69	\$ -
2	Butterfly Valves and Valve Boxes				
	16-inch	2	EA	\$ 20,900.00	\$ 41,800.00
	12-inch	0	EA	\$ 13,754.04	\$ -
3	D.I. Fittings	3,500	LBS	\$ 24.00	\$ 84,000.00
4	Directional Bore (w/2-2" DR11 HDPE conduits)				
а.	20-inch DR11 DIPS HDPE	1,200	LF	\$ 430.00	\$ 516,000.00
b.	HDPE X MJ Adapter	2	EA	\$ 5,700.00	\$ 11,400.00
5	ARV Assemblies	3	EA	\$ 37,000.00	\$ 111,000.00
6	Connection to Existing 36"X12" T.S &V	0	Ε.Δ	ф <b>Г</b> 7 000 00	Φ.
	16-inch RWM Connection at Sta 30+18.49	0	EA JOB	\$ 57,099.68 \$ 14,800.00	\$ - \$ 14,800.00
				Ψ 11,000.00	Ψ 11,000.0
7	Conduit and Pull Boxes 2" Sch 40 PVC	1,820	LF	\$ 29.00	¢ 52.790.00
	Concrete Pull Boxes	5	EA	\$ 10,010.00	\$ 52,780.0 \$ 50,050.0
Б.	Controller I dil Boxes	Ü		Ψ 10,010.00	Ψ 00,000.0
8	Miscellaneous Items				
a.	Fence Removal/ReInstall @ Park	1	JOB	\$ 24,200.00	\$ 24,200.00
	Well Site Fencing	1	JOB	\$ 54,600.00	\$ 54,600.0
	Well Site Landscaping	1	JOB	\$ 11,600.00	\$ 11,600.0
	Well site grading/No. 57 Stone w/ visqueen	1	JOB	\$ 30,500.00	\$ 30,500.0
е.	Sample Points	4	EA	\$ 2,950.00	\$ 11,800.0
9	Biscayne Well Assembly				
a.	Well Vault Structure/Hatches	0	JOB	\$ 472,764.91	\$ -
b.	Well Pump/Column Pipe/Vault tie-in	0	JOB	\$ 389,545.76	\$ -
	Vault Interior SS Piping and Appurtenances	0	JOB	\$ 226,816.59	\$ -
d.	Well Disinfect/Testing	0	JOB	\$ 56,283.13	\$ -
10	Floridan Well Assembly				
	Well Vault Structure/Hatches	1	JOB	\$ 530,470.00	\$ 530,470.0
u.	Well Pump/Column Pipe/Vault tie in	1	JOB	\$ 526,000.00	\$ 526,000.0
	·	1	JOB	\$ 417,700.00	\$ 417,700.0
b.	Vault Interior SS Piping and Appurtenances				
b. C.	Vault Interior SS Piping and Appurtenances Surge Vault Structure/Hatch	1	JOB	\$ 121,000.00	⊅ 1∠1,∪∪∪.∪
b. c. d.	Surge Vault Structure/Hatch	1	JOB JOB	\$ 121,000.00 \$ 147,000.00	
b. c. d. e.				\$ 121,000.00 \$ 147,000.00 \$ 94,700.00	
b. c. d. e. f.	Surge Vault Structure/Hatch Surge Valve/Piping and Appurtences	1	JOB	\$ 147,000.00	\$ 147,000.0

#### NMB Water Norwood Raw Water Main and Wells June 2024 (100% Plans) Bid Tab

		1			1		
Item No.	<u>Description</u>	Est.Qty	<u>Unit</u>	<u>Unit Price</u>		Total Price	
l a.	FPL UG Primary and Pad Mounted	1	LS	\$ 51,110.00	\$	51,110.00	
u.	Transformer Near Wells	'		Ψ 01,110.00	Ψ	01,110.00	
b.	Primary Conduit Install & 480V UG Service	1	LS	\$ 44,360.00	\$	44,360.00	
<b>D</b> .	from Meter to FPL Transformer Pole	'		Ψ 11,000.00	Ψ	11,000.00	
C.	Wells 480V Meter, 800A Fused Main, PDP	1	LS	\$ 108,825.00	\$	108,825.00	
	Panel, MTS w/Camlocks, Rack	-		+ 100,0=0100	, T		
d.	Biscayne Well B-18 400A Well Control Panel		LS	\$ 192,716.96	\$	-	
	w/VFD			,			
e.	Floridan Well F-6 225A Well Control Panel	1	LS	\$ 203,000.00	\$	203,000.00	
	w/VFD						
£	Field Instruments, Control Stations, Stanchion	1	LS	¢ 02.240.00	φ.	02 240 00	
1.	Mounted Terminal Boxes, Display Unit	I	LO	\$ 82,218.00	\$	82,218.00	
	PLC and RTU w/Spreadspectrum Radio						
g.	Telemetery	1	LS	\$ 120,000.00	\$	120,000.00	
h.	Power and Control Wires, Conduits, Grounding	1	LS	\$ 82,218.00	\$	82,218.00	
	to Equipment and Motorized Valve	•		Ψ 02,210.00	*	02,210.00	
	Equipment Configuration, Startup, Testing, and			4 40 -00 00		40.700.00	
i.	Programming	1	LS	\$ 48,700.00	\$	48,700.00	
i.	Miscellaneous Electrical	1	LS	\$ 32,350.00	\$	32,350.00	
k.	Rohm Tower and Yagi Antenna	1	LS	\$ 76,000.00	\$	76,000.00	
	, and the second			,	,	,	
12	Miscellaneous Restoration						
a.	Asphalt Roadway (Over trench)	1,130	SY	\$ 99.00	\$	111,870.00	
b.	Mill and Resurface (1-inch SP 9.5)	2,260	SY	\$ 27.00	\$	61,020.00	
C.	5 ft Concrete Sidewalk	100	LF	\$ 179.00	\$	17,900.00	
d.	Floratam Sod	540	SY	\$ 38.00	\$	20,520.00	
e.	Pavement Markings (Thermoplastic)	1	JOB	\$ 9,700.00	\$	9,700.00	
		Subtotal, Item B				4,441,191.00	
			(Items A a		\$	4,807,016.00	
		С	ontingend	7	\$	480,701.60	
			TO	TAL BASE BID	\$	5,287,717.60	

#### **MEMORANDUM**

TO: Mayor and City Commission

FROM: Jennifer Torna, Communications Manager

Via: Mario Diaz, City Manager

**DATE:** February 7, 2025

SUBJECT: Establishing a Centennial Task Force for North Miami Beach

\_\_\_\_\_

As we approach the centennial celebration of North Miami Beach, it is ideal to create a dedicated **Centennial Task Force** to ensure a memorable commemoration of this historic milestone. The committee will play a key role in shaping the vision, events, and initiatives that will honor the city's rich history while engaging the community in the planning process.

The committee will be a volunteer-based working committee, actively involved in advising, coordinating, and contributing to the design and execution of centennial initiatives. Of course, although all policy direction and decisions will be made by the commission, the Task Force will assist in fostering collaboration between residents, businesses, and key stakeholders, ensuring the celebration reflects the diverse culture, history, and progress of North Miami Beach.

The proposed committee members should ideally possess:

- A passion for community engagement and North Miami Beach's history
- Experience or skills in branding, event planning, and/or graphic design
- Strong organizational and collaboration abilities
- The ability to contribute hands-on in planning and executing centennial activities

#### Members of the committee will:

- Provide ideas for centennial events, activities, and legacy projects
- Collaborate with local businesses and organizations to secure sponsorships and partnerships
- Provide input on branding, marketing, and visual elements for centennial promotions
- Assist in engaging the broader community to encourage participation
- Work alongside the City Commission and staff to align efforts with the city's vision
- Actively contribute to the coordination and design aspects of centennial initiatives

Each member of the City Commission will propose one member to be appointed at the March Commission meeting.

Public Utilities Commission Meeting





# NMB Water Highlights

March 12, 2025



# **AGENDA**

- 1. NMB Water Finance
- 2. Community Outreach
- 3. Safety & Claims
- 4. Water Quality Control
- 5. Water Production
- 6. Water Distribution & Wastewater Collection
- 7. Utility Control & Maintenance
- 8. Engineering & Infrastructure
- 9. Materials Control & Equipment
- 10. Customer Service & Billing
- 11. Capital Improvement Program
- 12. NMB Water Director's Highlights



# NMB Water Finance



## NMB Water Finance

## Kaygon Atkinson – Utilities Finance Manager

## Budget & Expenditures Overview

NMB Divisions	Division Name	Total Budget	Actual Expenditures	Remaining Funds
410900	Administration	24,012,571.00	3,571,363.39	18,944,839.33
410901	Lab/Compliance	392,388.00	114,810.73	200,258.90
410904	Norwood Water Plant	12,872,014.00	2,718,417.69	5,117,143.48
410908	Distribution	3,550,970.00	975,716.34	2,351,548.27
410909	Maintenance	2,518,016.00	569,278.19	1,488,496.84
410912	Engineering	1,298,071.00	401,149.42	822,974.62
410915	Warehouse	545,248.00	71,136.39	436,484.16
450910	Wastewater	15,964,128.00	3,088,075.41	12,220,093.52
510916	Customer Service	4,162,031.00	980,053.98	2,687,982.43

# NMB Water Finance

# Key Financial Highlights

NMB Divisions	Division Name	# of PO's	PO Ordered	Remaining PO Balance	PO Liquidated
410900	Administration	14	2,511,316.77	1,577,430.34	933,886.43
410901	Lab/Compliance	11	90,083.16	56,818.37	33,264.79
410904	Norwood Water Plant	42	5,782,880.03	4,026,881.94	1,755,998.09
410908	Distribution	19	337,925.36	253,258.71	84,666.65
410909	Maintenance	18	780,905.20	567,223.92	213,681.28
410912	Engineering	10	72,834.60	66,792.60	6,042.00
410915	Warehouse	23	1,103,707.98	902,265.69	201,442.29
450910	Wastewater	20	344,760.00	289,163.82	55,596.18
510916	Customer Service	15	775,969.19	490,800.33	285,168.86
<b>Grand Total</b>		172	11,800,382.29	8,230,635.72	3,569,746.57



# Community Outreach



# Community Outreach

# **Greg Williams** – NMB Water Public Affairs Manager

### Achievements & Accomplishments

- Oleta River Crossing Watermain Replacement won the Project of the Year (APWA South Florida Chapter). Award will be presented at the annual conference April 28<sup>th</sup> in Orlando.
- Drop Saver Contest: Record 135 student entries; winners advanced to the state competition (AWWA).

### Highlights

- Director Hamid Nikvan and Deputy Director Sam Zamacona represented NMB Water at Infraday Florida (February 25) and Disaster Expo USA (March 5).
- Social Media Engagement 20+ posts across Facebook, X, Instagram and LinkedIn in the last month.

# Community Outreach

# Upcoming Community Outreach

- o March 17th 23rd Fix-a-Leak Week
- March 20<sup>th</sup> Fulford Elementary School Career Day
- March 22<sup>nd</sup> World Water Day
- o March 28th 3rd Annual "We Care to Share" Charity Golf Tournament
- March 31<sup>st</sup> Sunny Isles Beach Family Resource Day
- April Fire Hydrant Painting program with 4 local NMB schools
- April Water Conservation Month





# Andre HoSang – Safety & Claims Manager

### Achievements & Accomplishments

- Successfully submitted over 10 claims to at-fault contractors responsible for damages requiring NMB Water repairs, totaling \$9,244.41 ensuring cost recovery and financial accountability.
- Reintroduced recurring and new safety training programs for both field and office staff, enhancing compliance with OSHA standards and reducing workplace hazards. These included FDOT Traffic Control, Vehicle Defensive Driving, Confined Space, and Lockout/Tagout training. Additionally, collaborated with the University of Florida to provide an 8-hour Asbestos Cement Pipe Safety course last year.

## Highlights

- Partnered with Engineering and the GIS Network Coordinator to modernize NMB Water's PPE request system by transitioning it to a digital platform. Staff can now efficiently request PPE directly through asset management software, improving tracking, accountability, and operational efficiency.
- Established direct communication with NMB's insurance carriers, Foundation Risk, to streamline claims processing. This includes gaining a detailed understanding of policy coverage, expediting property claim submissions, and ensuring seamless access to critical insurance information.
- Currently leading the review and update of NMB Water's hurricane preparedness plan to strengthen emergency response.

### Challenges

- Claims processing delays due to documentation and verification issues.
- Coordination with external agencies affecting resolution times.
- Emerging legal concerns requiring further review and resources.

### Upcoming Projects

- Enhancing the efficiency of the claims process by developing a structured communication framework to expedite information exchange between all relevant parties. This initiative aims to reduce delays and facilitate effective subrogation efforts.
- Addressing various issues identified during my recent internal inspection of the water plant. These include installing necessary signage, repainting areas in need of maintenance, replacing or disposing of outdated equipment, repairing rusted guardrails, improving general upkeep.



# Water Quality Control



# Water Quality

# Valentina Ramirez – Water Quality Control Manager

### Achievements & Accomplishments

- Implemented asset management system to track complaints and sample collections.
- Earned EPA "Certificate of Excellence" for 100% acceptable data showcasing superior lab quality.

### Highlights

 On-going sampling services for Eastern Shores watermain replacement, and 5million-gallon water storage tank.

# Repairs & Equipment

- Laboratory remodeling with new safety cabinets and fume hoods.
- Upgrading Norwood Water Treatment Plant laboratory equipment including the Flow Analyzer, Incubator, Refrigerator, and Purification Water System.

# Water Quality

# Challenges

- A laboratory facing a lack of staff can encounter several significant challenges, which can impact
  its productivity, efficiency, and overall ability to meet its goals. Addressing these challenges
  requires strategic management, such as prioritizing tasks, increasing the efficiency of
  operations, considering temporary staffing solutions, or investing in automation and
  technologies to reduce the workload on human resources. Some of these challenges include:
  - Reduced Productivity and Output
  - Increased Workload on Existing Staff
  - Compromised Quality and Accuracy
  - Difficulty Maintaining Proper Laboratory Maintenance and Cleanliness
  - Inability to Handle Increased Workload or Urgent Tasks
  - Limited Innovation and Research Opportunities
  - Difficulties in Training and Mentoring New Staff
  - Compliance and Safety Risks
  - Increased Risk of Equipment Malfunction
  - Inability to Meet Client or Stakeholder Expectations
  - Impact on Team Dynamics and Collaboration

# Water Quality

## Work Orders by Category

- Sample Collection 46%
- Sample Clearance Forms 28%
- Water Quality Compliant 21%
- Other Sample Collection 5%

### Upcoming Projects

- Prepare 2024 Consumer Confidence Report (CCR) on water quality.
- Conduct 5% Lead and Copper sampling at daycares and schools in 2025.
- Expand lab analysis scope and continue laboratory remodeling.



# Water Production



# Water Production

# Christopher Walker – Chief Water Plant Operator

- Achievements & Accomplishments
  - Plant Water Production February 2025 = 721.859 MGD
- Highlights
  - Completed construction of the new 5-million Gallon Water Storage Tank.
- Challenges Production Wells
  - Lime wells in service: 9
  - Lime wells out of service: 2
  - Nano wells in service: 3
  - Nano wells out of service: 2
  - o RO wells in service: 3
  - RO wells out of service: 1

# Water Production

## Major Repairs Completed

- Leak on Sulfuric Acid Bulk Tank was contained and repaired
- Transfer Pumps 1511, 4516 installed
- Clarifier 3 Cleaning
- Odor Control Cleaning

## Upcoming Projects

- Clarifier 2 Cleaning
- Membrane Cleaning
- o RO Well 3F Disinfection



# Water Distribution & Wastewater Collection



# Water & Wastewater

Dave Gillis – Water Distribution & Wastewater Collection Manager

### Achievements & Accomplishments

Work Orders by Category

•	Repair	2%
•	Flushing/Maintenance	5%
•	Service Line Repair	2%
•	Leak	6%
•	Exercise	9%
•	Restore	2%
•	Flush	2%
•	Maintenance	66%

Work Orders Status

•	In Progress	138
•	Closed	271

# Water & Wastewater

## Highlights

- Completed all emergency repairs and customer service requests.
- Responded to all wastewater emergency service requests.

### Repairs & Equipment

- Installed 6" force main liner (Cravero system).
- Assisted with 6" meter replacement at Miami-Dade trash transfer station.

## Upcoming Projects

- Address low chlorine level in Biscayne Gardens.
- Replace Plaza del Prado meter.
- o Install 844 LF 8" watermain (NW 6<sup>th</sup> Avenue & 154<sup>th</sup> Street to 159<sup>th</sup> Street).



# Utility Maintenance



# Utility Maintenance

# Jesse Emo – Maintenance Manager

### Achievements & Accomplishments

- 347 Work Orders Completed, (55 Corrective, 10 Enhancement/Upgrades, and 282 Preventative)
- Upgraded Raw Water pH Meters for the Nanofiltration & Reverse Osmosis Systems.
- Sodium Hydroxide Pump Room Automated fill / bypass system installed.

## Highlights

- High Service Pump 5312 returned to service.
- Transfer Pump 4516 returned to service.
- Transfer Pump 1511 returned to service.

# Utility Maintenance

# Upcoming Projects

- Chemical Room Safety Enhancements
  - Sulfuric Acid, Sodium Hydroxide, Sodium Hypochlorite, and Fluoride pump rooms have new Safety Shields installed.
- Automatic Day Tank Feeding System.
  - In-house project to reduce operator exposure to chemical transfer.
  - Enhances safety & efficiency in operations.

### Facility Painting

- Exterior Building Partnering with Facility for improved appearance and protection.
- Membrane Room Interior Contractor engage for repainting to enhance cleanliness and corrosion protection.



# Engineering & Infrastructure



# Engineering

# **Karim Rossy** – Engineering & Infrastructure Coordination Manager

### Achievements & Accomplishments

- Submitted VSCO Annual Sanitary Sewer Report to DERM.
- Closed 1,700 locator tickets.
- Reviewed 18 Public Works permits and 19 plans for impact fees.
- Completed 32 GIS records requests.
- Conducted TRAD reviews for:
  - Raising Cane's (14025 Biscayne Blvd.)
  - Arch Creek Apartments (10-story, 293 units project at NE 20 Place and 140 Street)
- Approved easement review for Biscayne Gardens Apartments.
- Compiled impact fee revenue projections for FY26 Budget.

# Engineering

### Highlights

 Finalizing Bentley Tower project review (62-story, 216 units, 1.7 m square feet) in Sunny Isles Beach.

### Upcoming Projects

- FDOT GGI Project Ongoing relocations along NW 6th Ave (North Biscayne River Dr. to NW 159th St.) due to road closures.
- Miami Gardens Drive Improvements Relocating fire hydrants as part of roadway upgrades.
- CIP Transition Supporting the handover of Black & Veatch projects.

# Engineering

### Upcoming Projects

- Design
  - Water improvements Pine Tree Park North and South as well as Norland
- Construction
  - Eastern Shores
  - Bunche Park
  - Bell Gardens
  - Master Pump Station
  - Raw water line
  - New wells
  - Norwood tank
  - Operations Center tank
- Other
  - The 2024 annual water loss report will be compiled next month.
  - As part of the Raftelis current rate study, we are revisiting the water and sewer implant and fireflow fees rates previously evaluated by Arcadis in 2020 but subsequently tabled by previous administration.



# Materials & Equipment



# Materials & Equipment

# **Veronica Torres –** Interim Materials Control & Warehouse Manager

### Achievements & Accomplishments

- The warehouse team demonstrated teamwork, adaptability, and problem-solving to overcome various challenges and meet goals.
- Met with potential vendors for future Ops Center projects.
- Completed asset management seminar to implement a barcode system in the Ops Center warehouse.
- Assisted with budgeting, set up office and warehouse processes, and implemented new protocols.

# Materials & Equipment

## Highlights

- Successfully implemented material control ordering process, improving accuracy, and efficiency.
- Improved deadlines for equipment and FDOT projects, ensuring smoother operations across divisions.

### Challenges

- Manual Work Order entries leading to:
  - Increased processing time
  - Higher error rate
  - Reduced efficiency
- Repairs needed for warehouse folklift.
- Ceiling fans needed in the warehouse to improve working conditions and productivity.





# **Ernesto Salazar –** Customer Service & Billing Manager

### Achievements & Accomplishments

- Established a process to identify faulty meters that fail to register usage.
- Implemented regular account reviews for zero usage to detect issues early.
- Started using Itron reports to flag accounts with potential meter failures.
- Took proactive steps to reduce incorrect billing for zero consumption.

### Highlights

- Faulty meters are hard to identify as they often register as zero, making them easy to miss.
- This new process improves detection, ensuring more accurate billing and better service.

### Upcoming Projects

- Collaborating with IT to implement a new phone system, launching in April.
- The new system will offer:
  - Enhanced reporting capabilities
  - Improved tracking of customer interactions
  - Full call recording features
  - A better overall customer service experience

# Total Open Accounts

- 461 accounts have a balance ranging from \$0.01 to \$24.99 (Represents 1%)
- 8,128 accounts are delinquent with a balance of \$25 or greater (Represents 24%)
- 25,642 accounts are good standing (Represent 25%)

 Delinquent Account Tracking (notice, work order and expected revenue)

### January

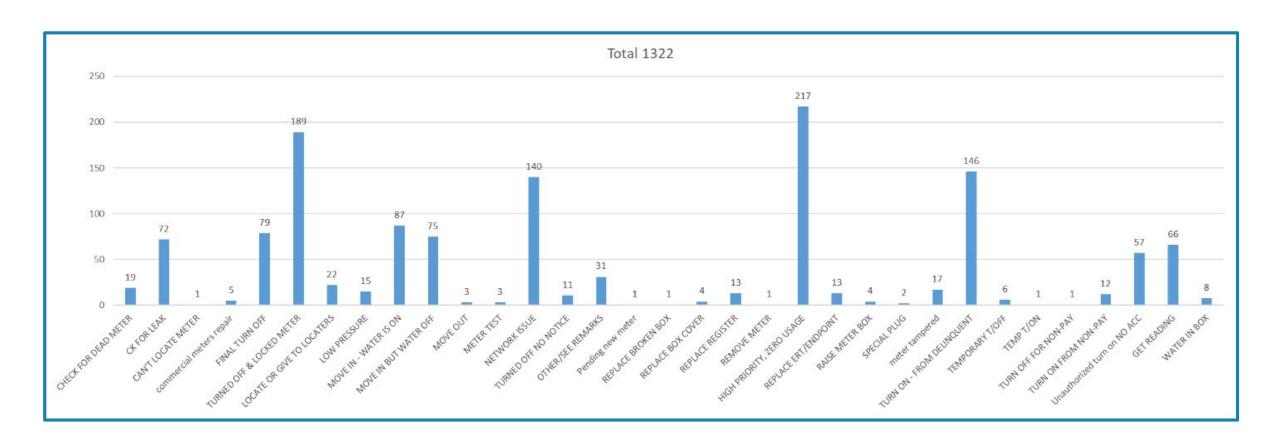
- o 901 notices
- 278 # of work orders created
- Expected collections \$585,983.32

### February

- o 812 notices
- 198 # of work orders created
- Expected collections \$567,232.55

# February Work Orders

The field techs completed 993 work orders in the month.





# Capital Improvement Program



# Capital Improvement Program

# Aqeel Abdool-Ghany – CIP Program Manager – Black & Veatch

### Achievements & Accomplishments

- Eastern Shores milling and paving operations started.
- Constructed foundation slab for new workshop at WTP.
- 5-Million-Gallon Water Storage Tank turned over to the City.

## Highlights

Collaborating with Procurement to finalize Raw Water Transmission bid.

## Upcoming Projects

Raw Water Transmission Main (Norwood WTP).

## CIP Construction

- > Eastern Shores Watermain System Rehabilitation (Phase 2)
  - All watermains installed and received Department of Health (DOH) approvals.
  - Milling and paving operation now underway.
- > Operations Center Pump Station Improvements
  - New pressure sustaining valve installed.
  - Mechanical and electrical installations in progress, pending equipment delivery.
- Norwood Water Treatment Plant Improvements
  - 5MG Storage Tank is now operational.
  - Foundation slab for new workshop constructed at WTP.
  - Began excavation for High Service Pump Station and preparing the site for Pump Can installation.

## CIP Construction

- Corona del Mar Collection System (Private Laterals)
  - The contractor has connected 9 private properties to the new sewer system and has commenced installing the next 31 connections.
  - 32 properties pending DERM permits approval.
  - 27 properties in permitting process with agencies (WASD, DERM, DOH, NMB Water, NMB Building).
- Bunche Park Watermain Rehabilitation
  - Completed installation of new watermain along NW 27<sup>th</sup> Avenue (between NW 163<sup>rd</sup> and NW 155<sup>th</sup> Terrace).
- Master Pump Station #4 Force Main Re-routing
- > Bell Gardens Force Main Replacement
  - Bell Gardens received Miami-Dade County ROW permit, awaiting Miami Gardens ROW permit.
  - MSP#4 pending both ROW permits.

## CIP Construction

#### Washington Park Force Main Installation

- 10-inch Pipe was installation is approximately 65% complete on Monday (2/3) with project total completion at 30%.
- Contractor installed 10" Force Main along NE 14<sup>th</sup> Court, NE 153<sup>rd</sup> Terrace to NE 159<sup>th</sup> Street.
- Contractor installed 10" Force Main along NE 14<sup>th</sup> Court, NE 153<sup>rd</sup> Terrace to NE 159<sup>th</sup> Street.
- Contractor installed lime rock and Asphalt Restoration on NE 14th Avenue and 160<sup>th</sup> Street.

## Eastern Shores Schedule Update

- Contract start February 27, 2024
  - NTP issued
- Final February 26<sup>th</sup>, 2025
- Delays
  - 1.5 weeks is attributed to a supply chain issue concerning the material selection (Zinc coated DI pipe)
  - 3-week was due to a utility conflict arising from a WASD sewer line.
  - 2-month delay was encountered due to FDOH permitting and certification challenges.
- > Remaining items
  - Complete service connection- end of March
  - Complete paving 1.5 months- Mid May
  - Punch list- end of May
- Estimated Construction completion First week in June 2025





## CIP Design Updates

## Mena Abdel-Malek – Water & Sewer – Engineer II

#### Achievements & Accomplishments

- The CIP Team has reviewed and submitted the 60% Design Review for:
  - Norland SE Project
  - Pinetree North and South Projects

### Highlights

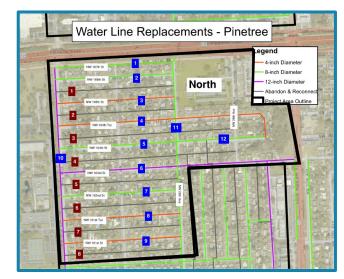
The consultant is working towards the 90% submittal for all Design projects.

### Upcoming Projects

The Norland SE Project is moving into advertising and construction phase.

## CIP Design Updates

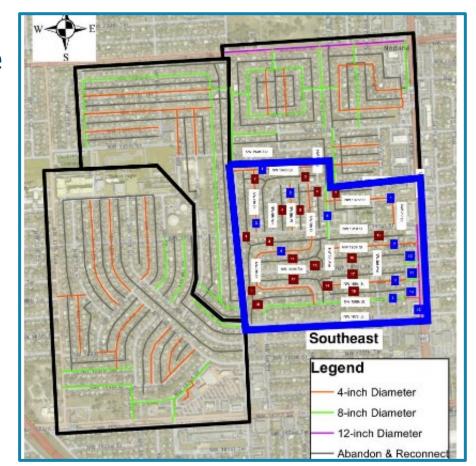
- Pinetree Park North Watermain Replacement
  - The Consultant has submitted 60% Design milestone, and the CIP Team conducted the stage gate review on January 31, 2025.
  - The next milestone: 90% submittal with a complete Design set.
- Pinetree Park South Watermain Replacement
  - Consultant submitted 60% Design milestone, and the CIP Team conducted the stage gate review on February 12, 2025.
  - Next milestone: 90% submittal with a complete Design set.





## CIP Design Updates

- Norland Southeast Watermain Replacement
  - Design Consultant submitted 60% Design milestone, and the CIP Team conducted the stage gate review on January 9, 2025.
  - Upcoming milestone: 90% submittal.



## CIP Construction Updates

#### Cravero Force Main Lining

• The Cravero Pump Station is located just west of North Miami Beach, within Miami Gardens.

Task 1: Prep work and cleaning

Task 2: Lining

Task 3: Road Restoration (in progress)











## CIP Projects

## Guilherme Neukamp – Water & Sewer Design Manager

- > SCADA & Radio Telemetry System
  - Upgrading remote communication and control systems in the Water Treatment Plant, wells, booster stations, lift stations and pressure-monitoring stations.
  - Task Order 1 and 2: Design
    - \$314K Savings on Design
    - \$302K Savings on Grinder Stations
    - \$182K Savings on Consultant Services
  - Currently working on new software supplier.
  - Task Order 3 14: Construction
    - Approved TO# 3 11

## CIP Projects

- Generator at Norwood Water Treatment Plant
  - FEMA generator grant application for funding under Hazard Mitigation Grant Program.
  - Award amount: \$2,518,662 (Approved).
  - Matching amount: \$1,134,154.
  - Additional \$125,000 from FDEP (Executed).



## NMB Water Highlights



## CIP Projects - Next 5-Years

## Hamid Nikvan - NMB Water Director

Category	Project	FY26	FY27	FY28	FY 29	FY30
Water Treatment Plant	Wellfield Infrastructure Assessment & Rehabilitation	Assessment	Rehabilitation	Rehabilitation	Rehabilitation	Rehabilitation
Water Treatment Plant	Biscayne Aquifer Well Expansion – Construction of Wells 22 & 23	Design & Construction		Design & Construction		
Water Treatment Plant	Utility Site Security and Access Control System Improvement	Design & Construction				
Water Treatment Plant	Fiber Optic Network Condition Assessment and Replacement	Assessment	Replacement			
Water Treatment Plant	Lime Treatment Demolition & Advanced Treatment Process Implementation	Design	Construction	Construction	Construction	
Wastewater Collection	Wastewater Collection System Inflow & Infiltration Reduction Initiative	Rehabilitation	Rehabilitation	Rehabilitation	Rehabilitation	Rehabilitation
Wastewater Collection	Critical Force Main Rehabilitation & Resiliency Program	Rehabilitation	Rehabilitation	Rehabilitation	Rehabilitation	Rehabilitation
Wastewater Collection	Lift Station Infrastructure Rehabilitation & Modernization Program	Design	Design	Construction	Construction	Construction
Wastewater Collection	Grinder Pump System Enhancement & Strategic Relocation Project	Design	Construction	Construction		
Water Transmission	2" Watermain & Service Line Replacement Program		Construction	Construction	Construction	Construction
Water Transmission	Advanced Metering Infrastructure Improvement	Replacement				
Water Transmission	Watermain Annual Replacement and Improvement Program	Replacement	Replacement	Replacement	Replacement	Replacement
Water Transmission	Fire flow Capacity Enhancement & Infrastructure Upgrade Projects	Construction	Construction	Construction	Construction	Construction





Thank You





City of North Miami Beach 17011 NE 19<sup>th</sup> Avenue North Miami Beach, FL 33162 305-947-7581 www.citynmb.com

**TO:** Honorable Mayor, Vice Mayor, and Commissioners

FROM: Mario Diaz, City Manager

**DATE:** March 11, 2025

**RE:** Miami Gardens v. North Miami Beach Settlement Weekly Settlement Claims

Administration Progress Update

#### **Purpose:**

This memo provides a week-over-week comparison of the City of Miami Gardens v. City of North Miami Beach claims statistics, highlighting progress in notice distribution, claims submissions, and related activities.

#### **Key Observations:**

- 1. The total number of Settlement Notice Packets Mailed is 16,439
- 2. Notice of Settlement Delivery Challenges:
  - o The volume of undeliverable original notice packets increased by 1 from the previous month
  - Notice packets remailed on request has increased from 33, in the previous month, to
  - o The number of unsuccessful traces has increased to 56, remained the same as the previous month.

#### 3. Settlement Claims Submissions:

- o The number of claims received increased significantly over the past month, rising from 2,672 to 2,838.
- 4. Stability in Objections:
  - No objections have been received to date, reflecting continued public alignment with the process.

#### **Important Dates:**

- Notice Packet Mailing Date: November 1, 2024
- Claim Form Submission Deadline: January 12, 2026

#### **Support for Claimants:**

• **Toll-Free Hotline:** (855) 783-6819

• Settlement Website: miamigardenswaterbillsettlement.com

Category	As of 02/05/2025	As of 02/12/2025	As of 02/19/2025	As of 02/26/2025	As of 03/05/2025
Original Notice Packets Undeliverable	107	107	107	107	107
Traced, New Address Notice Sent	51	51	51	51	51
Notices to Trace Address Undeliverable	3	3	3	3	3
Trace Unsuccessful	56	56	56	56	56
Trace Pending	0	0	0	0	0
Notice Packets Remailed on Request	33	33	34	37	40
Remailed Packets Undeliverable	0	0	0	0	0
Packets Remailed to PO Forward	0	0	0	0	0
Objections Received	0	0	0	0	0
Claim Forms Received	2,704	2,736	2,777	2,793	2,838

• Total Notice Packets Mailed out 16,439

Cc:

Joseph Geller, City Attorney Andrise Benard, City Clerk Marline Monestime, Chief of Staff



## City Manager's Report 16.3.

City of North Miami Beach 17011 NE 19 Avenue North Miami Beach, Fl 33162 305-947-7581 www.citynmb.com

#### **MEMORANDUM**

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	March 18, 2025
RE: NMBPI	Monthly Report (February 2025)
Description BACKGROU ANALYSIS:	ND
RECOMME	NDATION:
FISCAL/ BU IMPACT:	DGETARY
ATTACHME	TS:

Description

NMBPD Monthly Report - February 2025



#### **HIGHLIGHTS & SIGNIFICANT INCIDENTS**

# NORTH MIAMI BEACH POLICE DEPARTMENT MONTHLY REPORT February 2025





## POLICE PL

#### **HIGHLIGHTS & SIGNIFICANT INCIDENTS**

#### **ADMINISTRATIVE DIVISION**

#### **Recruiting, Academy and Training**

- Recruited for a total of 32 hours at various locations in Miami-Dade County.
- Annual firearms qualifications currently ongoing.
- Active shooter training currently ongoing.

#### Personnel

- Two new police officers sworn in.
- A total of 5 police officers started the Field Training Officer Program. One new police officer is currently on light duty due to an IOJ and is assisting with Administrative Duties until he is cleared for full duty.
- The 2 new police officers will be in orientation for 4 weeks.
- Crime Scene Tech interviews held.
- Police Communication Officer interviews held.
- Currently advertising for the police recruit position until March 7<sup>th</sup>, 2025.

#### **Training Attended**

- Breath Test Inspector Renewal
- Interviews and Interrogations
- Explosive Handlers and Breaching
- MGT-466 Sport & Special Event Enhanced Risk Management Assessment
- MGT-412 Sport & Special Event Evacuation and Protection Action
- CMS Defensive Tactics Instructor
- FEMA G-300 (Post 05/10/2019) Intermediate Incident Command System Expanding Incidents
- Computerized Criminal Histories
- Driver Improvement Program
- Surveillance Photography Course
- New Chiefs Training
- Annual National PAL Region 6 Youth Mentoring Conference
- 100th Command Officer Development
- Speed Measurement

#### **Communications**

- Answered approximately 1,875 incoming calls for police service.
- Police Communication Officer (PCO) Stevens was recognized as Civilian of the Year 2024.

## POLICE PLANTS OF THE PROPERTY OF THE PROPERTY

#### **HIGHLIGHTS & SIGNIFICANT INCIDENTS**

#### **OPERATIONS DIVISION**

#### Road Patrol

- Calls for Service: 7436; Including: Watch Orders: 2122; Night Eyes: 854; Community Contacts: 817
- 84 (34 felonies) arrests this month. 603 traffic stops. 599 citations. 142 Field Contacts.

Notable actions:

- Road patrol officers observed a white Infiniti with illegal window tints canvassing
  the area. A traffic stop was initiated, leading to an investigation that uncovered the
  driver's unlawful possession of a firearm. Additionally, the driver was found to have
  over thirty credit cards belonging to various victims statewide, along with a
  significant amount of cash and narcotic paraphernalia in the vehicle. The officers'
  actions potentially prevented a violent crime from occurring.
- Road patrol officers responded to 2035 NE 153 St (Kings Towing) in reference to a burglary in progress. Upon arrival, the complainant reported that an unknown male had entered the locked and secured business and was taking property from vehicles on the lot. A perimeter was established around the business. Sergeant Villanueva and his partner, K-9 Flash, responded to the scene and located the subject on the southwest corner of the property. K-9 Flash engaged the suspect, who immediately began to punch and fight the dog. The subject was quickly taken into custody with the assistance of additional officers. A weapon was found in the subject's possession during the arrest.
- Two subjects were observed attempting to steal a vehicle from the residence at the listed address. The homeowner arrived on the scene just as the theft was in progress, causing both suspects to flee the area. Officers immediately began canvassing the neighborhood and located two individuals matching the description of the suspects. When officers attempted to stop the individuals, both subjects fled on foot. A perimeter was swiftly established, and with the assistance of TIU detectives, the suspects were located in the vicinity of 180th Street and 14th Avenue. Both subjects were apprehended without further incident. A show-up identification procedure was conducted, and the victim positively identified both suspects. The Detective Bureau responded and took over the investigation. It was then discovered that the same subjects stole another vehicle in the City of North Miami Beach earlier in the day.

## POLICE PL

#### **HIGHLIGHTS & SIGNIFICANT INCIDENTS**

#### **OPERATIONS DIVISION (Continued)**

- Officer Hernandez completed FTO training and was released as a solo officer.
- Officer Conde has completed his phase 4 FTO training.
- Officer Cooper was recognized as Officer of the Year for 2024.

#### **COMMUNITY PARTNERSHIP DIVISION**

#### **Marine Patrol:**

- On Thursday, February 20, 2025, Marine Patrol was conducted in the Snake Creek Canal, where the missing buoy was located and secured at the city boat ramp. An operation to replace the buoy is scheduled for this week.
- Marine Patrol also recovered a lost buoy in Maule Lake and re-secured it to a sunken vessel.
- A multi-agency training session is scheduled for Tuesday, March 4, 2025, involving FWC and surrounding agencies, focusing on sunken vessels.

#### **Community Policing:**

- Detectives from Community Policing met with the owner of 2151 NE 163rd Street.
   The owner had hired a company to remove all the trash from the property, and detectives cleared the building of any vagrants.
- Community Policing, Code Compliance, the Building Department, Solid Waste, and a Miami-Dade Fire Inspector responded to numerous businesses in the West Industrial area. The response addressed parking issues, BTR concerns, derelict vehicles, and fire code violations.
- Captain Wilson met with a complainant in East Industrial concerning parking issues similar to those in the West Industrial area. The complainant expressed satisfaction with the meeting, noting that CSO Joseph had posted several unregistered vehicles.

#### **Events and Programs:**

- The NMB Heart Walk 5K/Walk was held on Saturday, February 22, 2025. There were no significant incidents to report.
- The Monthly Physical Fitness Program took place on Friday, February 14, 2025, and was a success.
- PAL Football and Cheer will begin on March 1, 2025 and run through May.



#### **HIGHLIGHTS & SIGNIFICANT INCIDENTS**

 The Chinese New Year and Black History Month events were celebrated on Saturday, February 8, 2025 at the amphitheater, with no incidents reported.

#### Security and Safety:

 A panic button for the security guard at City Hall was installed on Tuesday, February 18, 2025.

#### **Meetings and Collaboration:**

- Captain Wilson hosted a Teams meeting with Code, Building, and Business Development to address complaints related to the West Industrial area.
- Det. Quinones worked on Neighbored Voices alongside Vice Mayor Lynn Su on Thursday, February 14, 2025.

#### **Bike Patrol:**

• A Bike Patrol was conducted in Zone 1 on Wednesday, February, 5, 2025 and Friday, February 7, 2025 to address the rise in crime.

#### **INVESTIGATIVE DIVISION**

- TIU focused on narcotic sales in the Highland Village area, identifying new drug
  houses after previous arrests. Surveillance and controlled buys led to the discovery
  of locations manufacturing and distributing illicit substances, including crack
  cocaine. The investigation resulted in the arrest of a key suspect, "Bori," who was a
  major cocaine supplier. His arrest on January 27, 2025, disrupted drug sales in the
  community, leading to a total of three arrests related to cocaine distribution.
- On February 4, 2025, TIU, with SRT support, executed a search warrant at a smoke shop on 17130 West Dixie Highway. They seized 35 lbs. of marijuana/THC, over 1500 THC packets, and over a pound of Psilocybin mushrooms. Three individuals were arrested on charges of illegal narcotics importation, possession with intent to sell, and trafficking.
- February 11, 2025, TIU served a narcotics-related search warrant at HQD Smoke Shop at 81 NE 167 ST, with assistance from NMB and Aventura Police Department SWAT. Trafficking amounts of marijuana/THC were seized, and two employees were arrested on similar charges.
- On February 18, 2025, TIU executed another narcotics-related search warrant at a smoke shop on 331 NE 167 ST with NMBPD SRT assistance. They seized trafficking amounts of marijuana/THC, and one employee was arrested on charges of illegal narcotics importation, possession with intent to sell, and trafficking.



#### **HIGHLIGHTS & SIGNIFICANT INCIDENTS**

- TIU noticed an increase in vehicle burglaries in Sunray and Skylake and quickly began addressing the issue. On February 12, 2025, TIU surveilled a juvenile suspect involved in vehicle burglaries, recovering stolen handguns, burglary tools, and credit cards. The suspect was linked to a criminal organization involved in thefts across several cities. The investigation continues in collaboration with other agencies.
- On Tuesday, February 18, 2025 at approximately 1630 hours, TIU served a
  narcotics-related search warrant at 331 NE 167 ST, (Smoke Shop). This warrant
  operation was done with the assistance of NMB & SRT. Upon completion of this
  investigation and narcotics search warrant, trafficking amounts of illegally imported
  marijuana/THC was seized. This operation resulted in the arrest of one of the
  store's employees. Arrest charges relating to illegal importation of narcotics,
  possession with intent to sell, and trafficking of marijuana were made.
- TIU identified a suspect, Pedro Cejas, involved in a burglary attempt at 18340 NE 21 PL. Pedro was arrested on February 13, 2025.
- In all we have seized 70 grams of cocaine, 18,621 grams of marijuana, and two
  firearms. We have made 15 arrests. I commend TIU for their outstanding work in
  tackling crime and their versatile ability to address a range of criminal activities in
  the community.
- The Detective Bureau was investigating a case of a shooting where the victims met the subject through Facebook marketplace. The victims met with the subject in person to sell the subject a pair of shoes. The subject then acted as if he was paying through zelle, eventually the victim asked for his shoes back. The subject refused and displayed a firearm. The victim retreated into his vehicle, at which time, the subject pointed the firearm at the victims demanding their wallets. The victims then fled in their vehicle, as they fled, the subject pointed his firearm in their direction and fired one shot at their vehicle, striking the vehicle. Crime Analyst Lee was able to identify the subject. On Wednesday, February 19, 2025, the subject was taken into custody.
- The Investigations Division made 23 arrests. TIU made 15 felony arrests. DB made 7 felony arrests and 1 misdemeanor.



WP Update

## City Manager's Report 16.4.

City of North Miami Beach 17011 NE 19 Avenue North Miami Beach, Fl 33162 305-947-7581 www.citynmb.com

#### **MEMORANDUM**

TO:	Mayor and City Commission	
FROM:		
VIA:		
DATE:	March 18, 2025	
RE: Washing	on Park Update	
Description		
BACKGROU	ND	
ANALYSIS:		
RECOMME	NDATION:	
FISCAL/ BU IMPACT:	DGETARY	
ATTACHME!		
Descripti		



#### City of North Miami Beach, Florida

#### **Public Works Department**

TO: Mario Diaz, City Manager

FROM: Gregory Christian, Inspections Manager

VIA: Aurelio Carmenates, CIP Director

DATE: March 07, 2025

SUBJECT: Washington Park Community Center Project Update 3-7-2025

#### **Background:**

The construction mobilization the project was the week of 12/16/2025. Since then, trees have been removed from the public right of way, Lucenda Park has been closed to the public, the project staging area site has been constructed and installation of the force main has commenced. Work is currently progressing smoothly

#### The status update is as follows:

#### Phase 1

- Site excavation and laying of pipes are ongoing.
- Contractor installed 10" Force Main along NE 14th Court, NE 153rd Terrace to NE 159th street.
- Contractor installed 10" Force Main along NE 14th Court, NE 153rd Terrace to NE 159th street.
- Contractor installed lime rock and Asphalt Restoration on sections of NE 14th Avenue and 160th street.
- The proposed lift station location has been excavated on the Lucenda Neal Park

#### page 2

 Periodic watering and sweeping of the project's corridor are ongoing to prevent dust prolusion.

#### Phase 2

- Initial review comments have been obtained, from City staff, and plan revisions have been done by the architect.
- The revised plans set have been submitted to the county for permitting.
- Following the county's permit approval, the plans will be resubmitted to the City of NMB for internal review by the Building, Planning and Zoning and Public Works Departments for further review approval.



## Washington Park Project Update

Sam Zamacona Public Works Director



## **Construction Update**

#### Phase 1

- The project is currently on schedule for the installation of the Forcemain and will have a delay on the pump station.
- Delay is due to vendor submittals not being submitted to contractor fast enough.
- Contractor is waiting the approval for a submitted Right-of-Way permit to cross 159<sup>th</sup> street, which belongs to Miami-Dade County.
- 10-inch Pipe was installation is approximately 65% complete on Monday (2/3) with project total completion at 30%.
- Contractor submitted their second invoice.
- EOR is in review of 1 Submittals and all RFI's have been closed.





## **Construction Update**

#### Phase 1

- Force Main
  - Contractor installed 10" Force Main along NE 14th Court,
     NE 153<sup>rd</sup> Terrace to NE 159<sup>th</sup> street.
  - Contractor installed 10" Force Main along NE 14th Court,
     NE 153<sup>rd</sup> Terrace to NE 159<sup>th</sup> street.
  - Contractor installed lime rock and Asphalt Restoration on NE 14th Avenue and 160<sup>th</sup> street.
- Pump Station
  - No work, awaiting vender submittals.



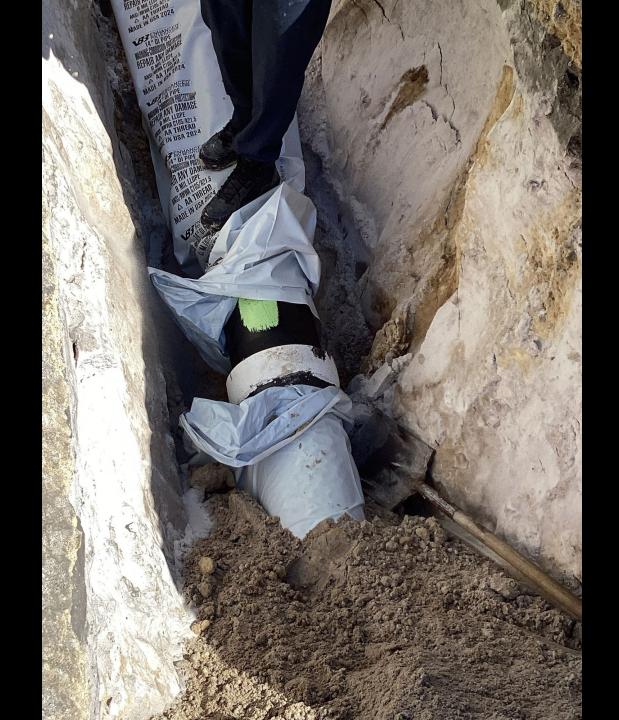




Sub-base (Lime Rock)
Course along NE 14th
Ave. b/w NE 159th &
160th Streets.



Excavating On the corner of 161st street and 16th Ave.



Excavating On the corner of 161st street and 16th Ave.

## **Construction Update**

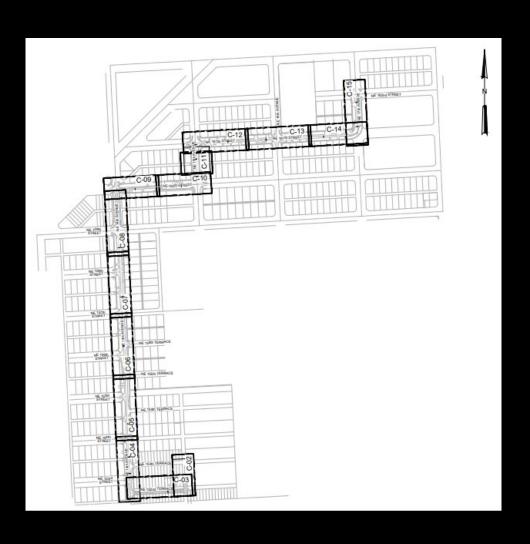
#### Phase 2

- A courtesy plan review has commenced with the City's Building Department from the week of 12/23/2024
- The building permit application has been submitted to the Building Department. This will be followed by payment of the application fees.





## Thank You!







## City Manager's Report 16.5.

City of North Miami Beach 17011 NE 19 Avenue North Miami Beach, Fl 33162 305-947-7581 www.citynmb.com

#### **MEMORANDUM**

TO	10: 0
TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	March 18, 2025
RE: Capital I	mprovement Program (CIP) Portfolio Dashboard
Description BACKGROU ANALYSIS:	J <b>ND</b>
RECOMME	ENDATION:
FISCAL/ BU IMPACT:	JDGETARY
ATTACHME	NTS:

Description

CIP Portfolio Dashboard

#### **Capital Improvement Program Portfolio Dashboard**

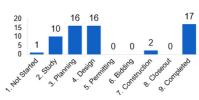
Click link below to view CIP GIS Map:

@ GIS Map: Where are CIP Projects

#### **CIP - Portfolio Summary**

**Total** 62 **Projects:** 

#### Count of Projects by Phase



#### **Total Budget:** \$52,163,990

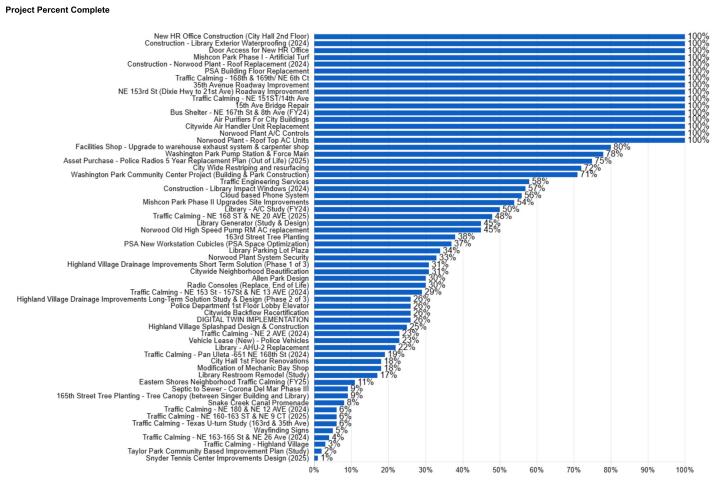
Not Started \$180,000.00 Study \$3,035,000.00 \$3,124,915,42 Design \$31,063,788.00 Permitting \$0.00 Bidding \$0.00 Construction \$7.942.952.69 Closeout \$0.00 Completed ¢¢ 017 222 71

#### % of Projects by Performance Status



#### **Individual Project Status**

#### **Project Percent Complete**



#### CIP - Projects Portfolio

Project Name	Project Location	Project Description/Scope	Weekly Updates/Comments	Status	Actual Start	Actual End	% Complete	Amount (Funded)	Type of Project
Total				Coun <b>62</b>				\$52,163,990	
Current Phase  1. Not Started				Count Sum 1 \$180,000					
Snyder Tennis	16851 West	Community charrette to get vision for	Project cost estimated \$350k; CRA funding	In Progress	10/01/24	09/30/25	1%	\$180,000	Construction - Building

Improvements Design (2025)		drawings.	scope). Some work assumed through private partnership. CRA is in discussion with City Manager's office to clearly define next steps since CRA is thinking of repurposing some of the funding.						
Current Phase 2. Study				Count 10				\$3,035,000	
Construction - Library Impact Windows (2024)	1601 NE 164 St	Revitalization and renovation of Laffe Allen Library	Design is on-going and anticipate design completion by 3/21/2025. After the completion of the design, the permitting process will commence with the City of NMB	In Progress	10/01/24	09/30/25	57%	\$330,000	Construction - Build Improvements
Library - A/C Study (FY24)	Library Annex - 1601 NE 164th Street	A/C Distribution Study for the Library. Analysis of library and use of the library. Recommendation will include a/c system set-up needed to efficiency cool building	Study is ongoing. Study should be finalized by 02/29/25	In Progress - Risk	07/01/24	03/03/25	50%	\$25,000	Construction - Build Improvements
Library Generator (Study & Design)	1601 NE 164 St	Design and installation of Generator for Emergency power	Survey completed. Design work continues. A revised plan layout is being worked on. This will be followed by the updating of the civil and structural engineering plans.	In Progress	10/07/24	02/13/26	45%	\$160,000	Goods & Services (Furniture, Fixture, Equipment, Hardwa Software)
163rd Street Tree Planting	163rd Street between 12th Ave. and W. Dixie Highway.	plant trees on 163rd. Not resolved yet	Coordination with Beatification Staff, City Forester and CRA is ongoing to finalize scope of work. Scope to be finalized by 02/14/2025. Following finalizing of scope, proposals will be amended, and P.O. will be processed.	In Progress	10/01/24	09/30/25	38%	\$350,000	Landscaping
Citywide Backflow Recertification		Citywide Backflow Certification	Currently obtaining quotes for review and approval.	In Progress	10/01/24	09/30/25	26%	\$20,000	Goods & Services (Furniture, Fixture, Equipment, Hardwa Software)
Library - AHU-2 Replacement	1601 NE 164 St	Revitalization and renovation of Laffe Allen Library	Awaiting completed study from engineers. This will include feedback for air distribution. Project may require duct work. FY25 study and design, FY25-26 design and installation. FY25 approved \$200k may not suffice for installation pending results of engineers' feedback and recommendation	In Progress	09/02/24	05/01/26	22%	\$200,000	Goods & Services (Furniture, Fixture, Equipment, Hardwa Software)
Eastern Shores Neighborhood Traffic Calming (FY25)	Eastern Shores	Design of raised intersection 35th ave and design of speed humps	Item was pulled at the January and February Commission meetings agenda. It will be presented to the March Commission Meeting for approval. Further delays will affect the project's progress.	On Hold	10/01/24	03/10/26	11%	\$700,000	Construction/Infrast Projects Traffic Cali
Snake Creek Canal Promenade	Snake Creek Canal between 15th and FEC Right of Way	Design feasible program improvements for Snake Creek Canal Promenade.	Project to be brought to CRA Committee in January. Traffic engineering and preliminary visibility study needed.	In Progress	10/01/24	08/31/26	8%	\$300,000	Landscaping
Traffic Calming - Texas U-turn Study (163rd & 35th Ave)	163rd St/35 Ave	Texas U-turn that provides for westbound NE 163rd Street traffic to make a right turn into the property prior to reaching NE 35th Avenue. Eastbound traffic will continue to enter the property from a left turn onto NE 35th Avenue.	Study has been approved by City Commission for FY25. An RFQ is being requested through the Procurement Department	In Progress	10/01/24	10/06/26	6%	\$700,000	Construction/Infrast Projects Traffic Cali
Taylor Park Community Based Improvement Plan (Study)	Taylor Park	Create a community-approved plan to rebuild Taylor Park.	Site is under environmental remediation. CRA has approved \$250k for study and design. Waiting on environmental.	On Hold	10/17/24	09/30/25	2%	\$250,000	Park Enhancement Planning
Current Phase 3. Planning			'	Count 16				\$3,124,915	
Facilities Shop - Upgrade to warehouse exhaust system & carpenter shop	Operations Center	Upgrade fleet exhaust system & carpenter shop	Work ongoing. Exhaust installation is pending. Estimated completed May 2025.	In Progress	10/01/24	05/30/25	80%	\$20,000	Construction - Build Improvements
City Wide Restriping and resurfacing		Milling, resurfacing and restriping of streets that are presently in a poor state of repair/ poor condition.	Work to date has been done at the following locations: (NE 181st Street Between 19th Ave & 21st Ave), (NE 182nd Street between 20th Ave & 21st Ave), (NE 18th Ave Between 122nd & 183nd Street) and (Right of Way Parking Area along NE 169th, 170th, 171st Street between 14th and 15th Ave).	In Progress	10/01/24	09/30/25	72%	\$373,200	Restriping/Resurfac
Kevin R. Sims Aquatic Center at Victory Park Lighting Upgrade to LED			Project is in procurement and permitting phase and is proposed to start in August 2025. The project should take about 2 months to complete.	In Progress	10/14/24	09/30/25	60%	\$125,000	Construction - Non Building
Traffic Engineering Services		Traffic Engineering Services	Project ongoing. Collaboration with Engineering Team, staff and residents continues. Design Team is conducting a citywide questionnaire survey.	In Progress	10/01/24	10/08/25	58%	\$0	Construction/Infras Projects Traffic Cal
Norwood Old High Speed Pump RM AC replacement	Norwood 19150 NW 8th Ave	The existing Units are over 15 years old and non repairable. The equipment that is cooled by the units are vital to the operation of the water plant production. Equipment Replacement	Equipment ordered. PO processed and sent to vendor. Installation will be done once the equipment is received.	In Progress	10/01/24	09/12/25	45%	\$160,000	Construction - Build Improvements
PSA New Workstation Cubicles (PSA Space Optimization)	17050 ne 19th Ave	PSA Building Reconfiguration	Proposed floor plan layout and proposals received and have been reviewed by staff. The chair and cubicle types are being finalized to begin the procurement process.	In Progress	10/01/24	06/16/26	37%	\$218,000	Construction - Build Improvements
Citywide Neighborhood Beautification	163rd St + Hansford Blvd	Beautification of 163rd St & major corridors (trees, landscaping, irrigation, corridor sidewalks) 163rd street wall	The City is the process of obtaining approval from FDOT to conduct the beautification improvement work within the 163rd/ 167th median.	In Progress	10/01/24	12/30/25	31%	\$500,000	Landscaping
Allen Park Design		Allen Park Design	Floor plan layout options have been reviewed by the City and two options have been selected for design adjustments. The design team are revising the plans.	In Progress	10/01/24	09/30/25	30%	\$40,000	Construction - Build Improvements
Police Department 1st Floor Lobby Elevator	Police - 16901 NE 19th Avenue	Upgrade to Mechanics and Cab	Work is scheduled to start in March 2025	In Progress	01/31/25	09/30/25	26%		Construction - Build Improvements
DIGITAL TWIN IMPLEMENTATION	Norwood	DIGITAL TWIN IMPLEMENTATION, IBM, IGNITION/SCADA, TELESCOPIC HANDLER (REPLACES FORKLIFT &	Project is currently in the planning stage.	In Progress	11/06/24	12/31/25	26%	\$755,500	Vehicle/Equipment Purchase

McDonald Center		(CHEMICAL/SLAKER REPLACEMENT PUMP)	In planning stage. Cotting additional guster-	In Progress	10/01/24	09/30/25	25%	\$220,000	Construction - Building
Room Divider Replacement & Sound System Upgrade			In planning stage. Getting additional quotes. Planned start by Quarter 3. Will need to go to commission. 3 months for construction	in Frogress	10/01/24	U9/3U/20	20%	φ22U,UUU	Improvements
Highland Village Splashpad Design & Construction		Increase recreational facilities for community children	The county requested drainage designs for the park. As a result, this scope was added to the project. The next steps include completing the procurement phase of the project.	In Progress	12/02/24	07/13/26	25%	\$323,215	Construction - Building Improvements
Julius Littman Theater for the Performing Arts Lighting Equipment Replacement			Proposals have been received. In procurement stage. Requisition is being processed	In Progress	10/18/24	09/30/25	21%	\$50,000	Goods & Services (Furniture, Fixture, Equipment, Hardware, Software)
Modification of Mechanic Bay Shop		Modification of Fleet Mechanic Bay Shop	In planning stage. The next steps will include Fleet Division reaching out to the Facilities Division for assistance with moving the project forward.	In Progress	10/01/24	09/30/25	18%	\$15,000	Construction - Building Improvements
Library Restroom Remodel (Study)	16901 NE 19TH AVE	Upgrade restroom to family/ADA restroom. Gain access through exterior of building	Scope of work has been defined. Project going through procurement adjustments before NTP if issues. NTP should be issues by 3/31/25	In Progress	02/17/25	09/30/25	17%	\$100,000	Construction - Building Improvements
Wayfinding Signs	throughout CRA	Create a wayfinding sign program, and install signage as needed.	CRA funded FY25. Project on Hold. CRA Awaiting approved City Branding to move forward.	On Hold	10/01/24	09/30/25	5%	\$75,000	ROW Signage
Current Phase <b>1. Design</b>				Coun 16				\$31,063,788	
Washington Park Community Center Project (Building & Park Construction)	15280 NE 15 CT.	Design and construction of community complex to include new covered basketball courts, multi purpose field, aquatic attractions and new recreation center	Phase 1  Site excavation and laying of pipes are ongoing.  Pipes have been installed along 14th Ave. from 152nd Ter. to 161st St.  The proposed lift station location has been excavated on the Lucenda Neal Park  Periodic watering and sweeping of the project's corridor are ongoing to prevent dust prolusion.  Temporary road restoration is being done following the pipe installation.  Phase 2  Initial review comments have been obtained, from City staff, and plan revisions are have been done by the architect.  The revised plans set have been submitted to the county for permitting.  Following the county's permit approval, the plans will be resubmitted to the City of NMB Building Department for further review approval.		07/09/19	10/13/26	71%		Construction - New Building
Mishcon Park Phase II Upgrades Site Improvements	Mishcon Park	Upgrade to restrooms, concession, dugouts and other amenities	Work has started. Obtaining quotes for a new score board. Reviewing of Quotes will be done by the week of 02/24/2025	On Hold	10/18/24	10/31/25	54%	\$95,000	Construction - Building Improvements
Traffic Calming - NE 168 ST & NE 20 AVE (2025)	NE 168 Street & NE 20 Avenue Roundabout	Mini Roundabout Installation intersection of NE 168th St/20 Ave	Presently going through permitting with the county. Obtaining concurrence from agencies and residence. Design team is responding to permitting comments from the county. Following approval, it will be going through the construction procurement process.		01/01/24	11/21/25	48%	\$250,000	Construction/Infrastruc Projects Traffic Calmin
Library Parking Lot Plaza	Amphitheater parking lot	Install public artwork in Amphitheater parking lot next to library, ADA improvement, Sprinkler/Electrical improvement		In Progress	10/01/24	09/30/25	34%	\$200,000	Construction - Building Improvements
Norwood Plant System Security		Norwood Plant System Security	Plans are being designed. There has been an increase in the scope that has triggered the need for an updated proposal. Awaiting the updated proposal.	In Progress	11/06/24	12/30/25	33%	\$187,890	Construction - Building Improvements
Highland Village Drainage Improvements Short Term Solution (Phase 1 of 3)	Highland Village	Phase I: Install backflow preventers and additional piping to the existing outfalls to mitigate flooding in the Highland Village Neighborhood. (Valves to allow water to flow to canal)	Construction not Funded FY25. Design of this Phase of the project is completed. Next step includes processing of all procurement documents for the bidding of the project. Additionally, a grant is being pursued for the construction phase of this project.	On Hold	02/12/24	12/30/26	31%	\$0	Construction/Infrastruc Projects Utility
Traffic Calming - NE 153 St - 157St & NE 13 AVE (2024)		Raised intersections at NE 153 St, NE 155 St & 157 St (Install 25 MPH Speed Signs), not funded so can't start design; Design Funded in FY24. Construction FY25 CMA submitted proposal for design 11/9/2022, CMA awaiting p.o. to	Item was pulled at the January and February Commission meetings agenda. It will be presented to the March Commission Meeting for approval. Further delays will affect the project's progress.	On Hold	08/01/22	04/09/26	29%	\$908,500	Construction/Infrastruc Projects Traffic Calmin
Highland Village	Highland	proceed with design Phase II: Study & Design of a long	Construction phase of the project is not	In Progress	04/01/24	03/31/27	26%		Construction/Infrastruc
Drainage Improvements Long-Term Solution Study & Design (Phase 2 of 3)	Village	term sustainable solution for Highland Village (installing catch basins, pipes,etc) Studies under Environmental Review	funded FY25, Estimated Cost \$1.2Mil (On Hold). A grant is presently being pursued to fund this project.						Projects Utility
Traffic Calming - NE 2 AVE (2024)		-Recommendation was to install speed hump at segment between NE 169th St & NE 169th Terrace (completed \$5000 - no design required, need date that was done) -2nd recommendation was to raise intersection at NE 171 St/NE 2nd Ave (requires \$64k design but no money) -Design Funded FY24 (FY24 \$75K CITT & \$200k in FY25)	Proposal received. Requisition went before commission in January for approval however, it was tabled and moved to February commission meeting. Project is for design in FY25, construction in FY26	_	07/30/24	09/30/25	23%	\$70,000	Construction/Infrastru Projects Traffic Calmir
		Yulet to send copy of study and CMA needs approval of traffic study to move							

		torward. Then CMA will send proposal to design. FY25 estimate \$100k for design only (2 raised intersections). Construction FY26							
Traffic Calming - Pan Uleta -651 NE 168th St (2024)	651 NE 168th Street	Install speed bumps mini circulator and curb eliminator and guard rails	Two traffic calming speed tables with related street signs have been installed to address speeding concerns. A requisition for added traffic calming devices was scheduled to go before commission in January for approval however, the approval process was deferred twice. This requisition approval process has caused a 4 months delay to the schedule.	On Hold	08/01/23	05/29/26	19%	\$250,000	Construction/Infrastru Projects Traffic Calmin
City Hall 1st Floor Renovations	17011 NE 19th AVE	City Hall First Floor Renovations (Lobby Floors & Bathroom Upgrade)	Project has commenced. Facilities Department is working on the removal of wallpaper, painting and replacing the ceiling tiles. The lobby stays open to public during the renovations work.	In Progress	10/15/24	01/30/26	18%	\$273,000	Construction - Building Improvements
165th Street Tree Planting - Tree Canopy (between Singer Building and Library)	165th Street between 15th and 16th	Install trees for shade along park edge between Singer Building and Library.	Purchase Order is being processed.	In Progress	10/01/24	09/30/25	9%	\$250,000	Landscaping
Traffic Calming - NE 180 & NE 12 AVE (2024)	NE 180 St & NE 12 Ave Traffic Calming	Study results will determine design cost (Recommendation: speed bumps on 180th, and signage).  CMA sent proposal to design on 3/6/24. CMA awaiting P.O. to move forward. Design + Construction can be completed in FY25	Item was pulled at the January and February Commission meetings agenda. It will be presented to the March Commission Meeting for approval. Further delays will affect the project's progress.	On Hold	11/11/22	12/31/25	6%	\$112,000	Construction/Infrastru Projects Traffic Calmin
Traffic Calming - NE 160-163 ST & NE 9 CT (2025)		Study results will determine design cost. Recommendation speed hum at the segments between ne 160th terrace & ne 163rd st, also recommend a crosswalk at the intersection of NE 160th Terrce with NE 9th Court. Only adding crosswalks and speedbumps. Unfunded FY24  Study recommendation results speed humps, signage, new crosswalk. CMA	Item was pulled at the January and February Commission meetings agenda. It will be presented to the March Commission Meeting for approval. Further delays will affect the project's progress. Project is for design in FY25, construction in FY26	On Hold	12/26/22	12/31/26	6%	\$104,040	Construction/Infrastru Projects Traffic Calmii
Traffic Calming - NE 163-165 St & NE 26 Ave (2024)		is pending to submit a fee proposal for design.  Location NE 26th Ave. Eastern Shores, Traffic Calming Project. This project includes the installation of 1) a high visibility high raised mid-block crosswalk near the NE 26th Ave. and NE 165th Street intersection, 2) electronic speed feedback signs (ESFS) north of NE 165th St and north of NE 163rd Streets and 3) sidewalk along the west side of the section of 26th Ave from 165th Street to 163rd Streets.	Item was pulled at the January and February Commission meetings agenda. It will be presented to the March Commission Meeting for approval. Further delays will affect the project's progress.	In Progress	11/11/22	09/30/25	4%	\$179,675	Construction/Infrastru Projects Traffic Calmir
Traffic Calming - Highland Village	Highland Village	CMA submitted a fee proposal to design on 03/6/2024. CMA awaiting P.O. Design + construction can complete in FY25  Master plan to convert streets to one way network, with bike lanes on both sides. Awaiting Drainage work to be complete prior to moving forward. Awaiting proposal for design from CMA	Re-striping of the streets was done. The balance of the project on Hold and will be done after the proposed Drainage Improvement work. ETA for Drainage completion FY27	On Hold	12/01/22	12/31/27	3%	\$250,000	Construction/Infrastru Projects Traffic Calmii
Current Phase 7. Construction				Count <b>2</b>				\$7,942,953	
Washington Park Pump Station & Force Main	Washinton Park	Pump Station and force main	- The plans were submitted to DERM on 10/09/24, awaiting approval - Meeting held with FPL 10/23/24, discuss 3 phase power to project site. Detailed drawings were submitted to FP&L on 10/25/24. Awaiting reply from FPL Bids were over 1.9 million above the budgeted amount. Procurement is working on Phase 1 Notice of Contract commencement (NCC) to issue for 30-45 days and the execution of the contract. These are expected to be completed during the week of 11/4/24. During NCC, the POs or Notice of Intent is issued. This may adjust based on Permit approval requirements. NTP will be issued on or before 45 days after NCC issuance. During NCC, the POs or Notice of Intent is issued. NMB Water & PWD are working with Finance to ensure the accounts are sufficiently funded to process the requisitions for 1st Phase.	In Progress	07/06/23	11/28/25	78%		Construction/Infrastrue
Septic to Sewer - Corona Del Mar Phase III	Between 17th Ave and West Dixie Hwy on 163rd	connect all business on Low Pressure Main on 163 to sewer and abandon septics.	The resident properties permitting is being done with the county in batched. The process encountered permit approval delays, but it is still progressing.	In Progress	08/01/24	09/30/25	9%	\$1,450,000	Construction/Infrastruc Projects Utility
Filase III		<u> </u>		Count 17				\$6,817,334	
Current Phase 3. Completed						1	4000/	CC4C 444	O
Current Phase	17011 NE 19th AVE	Facility Renovation (Human Resources)	Project Complete	Complete	10/01/23	05/31/24	100%	\$616,144	Improvements
Ourrent Phase O. Completed  New HR Office Construction (City			Project Complete  Completed	Complete	02/14/24	12/19/24	100%		Construction - Building Improvements  Construction - Building Improvements

									Software)
Mishcon Park Phase I - Artificial Turf	16601 NE 15th Ave	This phase of the project will include the removal of contaminated soil, site remediation and the installation of artificial turf. the completed field will accommodate baseball football and soccer.	Installation of Turf completed	Complete	09/05/23	06/04/24	100%	\$2,608,314	Construction - Non Building
Construction - Norwood Plant - Roof Replacement (2024)	Norwood Water Plant, 19150 NW 8th Ave	Replace Roof @ Norwood Plant	Project Complete	Complete	02/22/23	06/23/23	100%	\$552,265	Construction - Buildin Improvements
PSA Building Floor Replacement	PSA Buidling,17011 NE 19th Ave, NMB, FL	Replacement of PSA carpet in offices & common spaces	Final inspections walkthrough week of 9/9/24 and IT workstation set-up. Project to schedule	Complete	07/01/24	09/13/24	100%	\$190,000	Construction - Buildin Improvements
Traffic Calming - 168th & 169th/ NE 6th Ct	168 &169/NE 6 Ct-8th Ave	Installation of Speed Humps (traffic calming measure)	Project Complete	Complete	01/01/24	03/29/24	100%	\$17,479	Construction/Infrastru Projects Traffic Calmi
35th Avenue Roadway mprovement	35th Ave/Eastern Shores	Roadway and Sidewalk Improvements (Road Striping/Resurfacing, Street Signs, Drainage, Sidewalk restoration and landscaping)	Project Complete	Complete	06/08/23	03/29/24	100%	\$1,243,391	Restriping/Resurfacin
NE 153rd St (Dixie Hwy to 21st Ave) Roadway mprovement	NE 153rd between Dixie Hwy & 21st Ave	Roadway and Sidewalk Improvements (Road Striping/Resurfacing, Street Signs, Drainage, Sidewalk restoration and landscaping)	Project Complete	Complete	11/01/23	06/12/24	100%	\$653,904	Restriping/Resurfacin
Fraffic Calming - NE 151ST/14th Ave	NE 151st & 14th Ave	Installation of traffic circle (Round-About)	Project Complete	Complete	05/31/22	10/11/23	100%	\$422,822	Construction/Infrastru Projects Traffic Calm
15th Ave Bridge Repair	NE 15th Ave(between 171st & 170 St)	Bridge repair	Project Complete	Complete	03/05/24	06/05/24	100%	\$27,440	Construction - Non Building
	NE 171st ST & NE 3rd CT		Project completed 9/20/24	Complete	08/01/24	09/20/24	100%	\$14,950	Construction - Non Building
Bus Shelter - NE 167th St & 8th Ave FY24)	Near 167th Street and 8th Avenue	Bus Shelter that is needed for bus users within the City of NMB	Two bus shelters were installed near 167th street and 8th Avenue. This installation was done on the sidewalk that bounds with the 167th street west bound lane. The construction work on the project commenced on 8/26/24 and concluded on 9/9/24.	Complete	06/14/24	09/09/24	100%	\$23,474	Construction - Non Building
Air Purifiers For City Buildings		Safety and Health, remove impurities from air. Covid initiative	Completed	Complete	10/07/24	03/31/25	100%	\$102,131	Construction - Buildir Improvements
Citywide Air Handler Jnit Replacement		Replacement of outdated and out of life AHU	Project completed	Complete	10/07/24	12/27/24	100%	\$15,000	Construction - Buildir Improvements
Norwood Plant A/C Controls	Norwood Water Plant	Air Conditioning Controls Upgrade to integrate Web Controlled System	Project completed, in closeout phase	Complete	10/16/24	09/30/25	100%	\$109,808	Goods & Services (Furniture, Fixture, Equipment, Hardwar Software)
Norwood Plant - Roof Top AC Units	Norwood Water Plant	Procurement and installation of two 17.5 ton and one 4 Ton Packaged Units.	Project complete	Complete	02/14/24	05/15/24	100%	\$98,460	Goods & Services (Furniture, Fixture, Equipment, Hardwar Software)

# CIP Asset Purchases

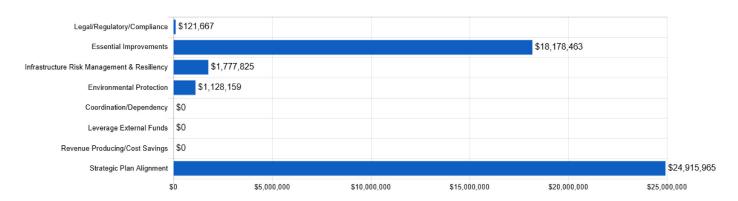
Project Name	Project Location	Project Description/Scope	Weekly Updates/Comments	Status	Actual Start	Actual End	% Complete	Amount (Funded)	Type of Project
Total		Coun' 4						\$1,450,300	
Status In Progress		Count 3						\$1,017,000	
Cloud based Phone System	CITY HALL	CLOUD BASED PHONE SYSTEM	Equipment has been purchased and has a lead time of three months.	In Progress	10/01/24	09/30/25	56%	\$125,000	Goods & Services (Furniture, Fixture, Equipment, Hardware, Software)
Radio Consoles (Replace, End of	CITY HALL	THE MAESTROS AND BASE STATIONS HAVE REACHED THEIR	The radio consoles have been purchased and has lead time of three months.	In Progress	10/01/24	09/30/25	30%	\$92,000	Goods & Services (Furniture, Fixture,

Lile)		WILL REQUIRE REPLACE FOR FULL OPERATIVE FUNCTIONS							quipment, ⊓aruware, oftware)
Vehicle Lease (New) - Police Vehicles	Police Department	Vehicles are at end of life due	Vehicles Ordered and ETA is May 2025 for unmarked and August 2025 for marked.	In Progress	10/01/24	08/28/25	23%		ehicle/Equipment urchase
<sub>Status</sub> In Progress - Risk		Cour	nt <b>1</b>					\$433,300	
Asset Purchase - Police Radios 5 Year Replacement Plan (Out of Life) (2025)	Police Department	Our current radio system is antiquated and are at the end of life. New radios have better technological features that are vital to officer's safety such as GPS, LTE capabilities that eliminate dead stops which is critical for Officer Safety. The new radios have the capabilities to receive missing persons and wanted person photos as well as	awaiting programming, ETA Feb 2025	In Progress - Risk	10/01/24	02/28/25	75%	(F	oods & Services rumiture, Fixture, quipment, Hardware, oftware)
onstruction Proj O eject Name	Project	Project Description/Scope	Weekly Updates/Comments	Status	Actual	Actual	%	Amount (Funded	) Type of Project
Total	Location	Count <b>28</b>	vicolly opadios/commonic	Otatao	Start	End	Complete	\$41,686,15	ım
Construction (Quarter) Q1 (Oct-Dec)		Count 6						\$8,621,15	m
Facilities Shop -	Operations	Upgrade fleet exhaust system &	Work ongoing. Exhaust installation is pending.	In Progress	10/01/24	05/30/25	80%		0 Construction - Bu
Upgrade to warehouse exhaust system & carpenter shop	Center	carpenter shop	Estimated completed May 2025.	_					Improvements
Washington Park Pump Station & Force Main	Washinton Park		- The plans were submitted to DERM on 10/09/24, awaiting approval - Meeting held with FPL 10/23/24, discuss 3 phase power to project site. Detailed drawings were submitted to FP&L on 10/25/24. Awaiting reply from FPL.  -Bids were over 1.9 million above the budgete amount. Procurement is working on Phase 1 Notice of Contract commencement (NCC) to issue for 30-45 days and the execution of the contract. These are expected to be completed during the week of 11/4/24. During NCC, the POs or Notice of Intent is issued. This may adjust based on Permit approval requirements. NTP will be issued on or before 45 days after. NCC issuance. During NCC, the POs or Notice of Intent is issued. MMB Water & PWD are working with Finance to ensure the accounts are sufficiently funded to process the requisitions for 1st Phase.			11/28/25	78%		33 Construction/Infra Projects Utility
City Wide Restriping and resurfacing		streets that are presently in a poor state of repair/ poor condition.	Work to date has been done at the following locations: (NE 181st Street Between 19th Ave & 21st Ave), (NE 182nd Street between 20th Ave & 21st Ave), (NE 18th Ave Between 182nd & 183rd Street) and (Right of Way Parking Area along NE 169th, 170th, 171st Street between 14th and 15th Ave).		10/01/24	09/30/25	72%	\$3/3,20	00 Restriping/Resurf
Kevin R. Sims Aquatic Center at Victory Park Lighting Upgrade to LED			Project is in procurement and permitting phase and is proposed to start in August 2025. The project should take about 2 months to complete	_	10/14/24	09/30/25	60%	\$125,00	OO Construction - No Building
Traffic Engineering Services			Project ongoing. Collaboration with Engineering Team, staff and residents continues. Design Team is conducting a citywide questionnaire survey.	g In Progress	10/01/24	10/08/25	58%	\$	Construction/Infra Projects Traffic C
Norwood Old High Speed Pump RM AC replacement	Norwood 19150 NW 8th Ave	old and non repairable. The	Equipment ordered. PO processed and sent to vendor. Installation will be done once the equipment is received.	In Progress	10/01/24	09/12/25	45%	\$160,00	O Construction - Bu Improvements
Septic to Sewer - Corona Del Mar Phase III	Between 17th Ave and West Dixie Hwy on 163rd	abandon septics.	The resident properties permitting is being don with the county in batched. The process encountered permit approval delays, but it is st progressing.	-	08/01/24	09/30/25	9%	\$1,450,00	Construction/Infra Projects Utility
Construction (Quarter) <b>Q2 (Jan - Mar)</b>		Count 3						\$930,00	
Construction - Library Impact Windows (2024)	1601 NE 164 St	Allen Library	Design is on-going and anticipate design completion by 3/21/2025. After the completion of the design, the permitting process will commence with the City of NMB	In Progress	10/01/24	09/30/25	57%	\$330,00	Construction - Bu Improvements
163rd Street Tree Planting	163rd Street between 12th Ave. and W. Dixie Highway.	plant trees on 163rd. Not resolved yet	Coordination with Beatification Staff, City Forester and CRA is ongoing to finalize scope of work. Scope to be finalized by 02/14/2025. Following finalizing of scope, proposals will be amended, and P.O. will be processed.	In Progress	10/01/24	09/30/25	38%	\$350,00	Landscaping
165th Street Tree Planting - Tree Canopy (between Singer Building and Library)	165th Street between 15th and 16th	Install trees for shade along park edge between Singer Building and Library.	Purchase Order is being processed.	In Progress	10/01/24	09/30/25	9%	\$250,00	00 Landscaping
Construction (Quarter) Q3 (Apr - Jun)		Count 8						\$29,354,57	
Washington Park Community Center Project (Building & Park Construction)	15280 NE 15 CT.	community complex to include new covered basketball courts, multi purpose field, aquatic attractions and new recreation center	Phase 1  Site excavation and laying of pipes are ongoing.  Pipes have been installed along 14th Ave. from 152nd Ter. to 161st St.  The proposed lift station location has been excavated on the Lucenda Neal Park  Periodic watering and sweeping of the project's corridor are ongoing to prevent dust prolusion.  Temporary road restoration is being done following the place installation.	In Progress	07/09/19	10/13/26	71%	\$27,933,68	33 Construction - Ne Building

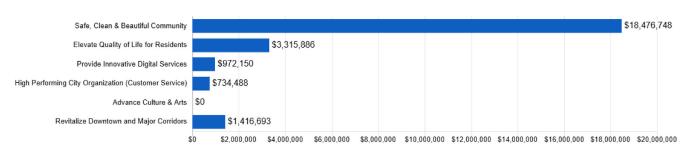
			Phase 2 Initial review comments have been obtained, from City staff, and plan revisions are have been done by the architect. The revised plans set have been submitted to the county for permitting. Following the county's permit approval, the plans will be resubmitted to the City of NMB Building Department for further review approval.						
Library Parking Lot Plaza	Amphitheater parking lot	Install public artwork in Amphitheater parking lot next to library, ADA improvement, Sprinkler/Electrical improvement	CRA confirmed this project is budgeted for FY25. Already in design (90%). Desing is still ongoing	In Progress	10/01/24	09/30/25	34%	\$200,000	Construction - Build Improvements
Norwood Plant System Security		Norwood Plant System Security	Plans are being designed. There has been an increase in the scope that has triggered the need for an updated proposal. Awaiting the updated proposal.	In Progress	11/06/24	12/30/25	33%	\$187,890	Construction - Build Improvements
Police Department 1st Floor Lobby Elevator	Police - 16901 NE 19th Avenue	Upgrade to Mechanics and Cab	Work is scheduled to start in March 2025	In Progress	01/31/25	09/30/25	26%	\$150,000	Construction - Build Improvements
Citywide Backflow Recertification		Citywide Backflow Certification	Currently obtaining quotes for review and approval.	In Progress	10/01/24	09/30/25	26%	\$20,000	Goods & Services (Furniture, Fixture, Equipment, Hardwa Software)
McDonald Center Room Divider Replacement & Sound System Upgrade			In planning stage. Getting additional quotes. Planned start by Quarter 3. Will need to go to commission. 3 months for construction	In Progress	10/01/24	09/30/25	25%	\$220,000	Construction - Build Improvements
Traffic Calming - NE 2 AVE (2024)	NE 2 Ave Traffic Calming	Recommendation was to install speed hump at segment between NE 169th St & NE 169th Terrace (completed \$5000 - no design required, need date that was done) -2nd recommendation was to raise intersection at NE 171 SVIME 2nd Ave (requires \$64k design but no money) -Design Funded FY24 (FY24 \$75K CITT & \$200k in FY25)  Yulet to send copy of study and CMA needs approval of traffic study to move forward. Then CMA will send proposal to design. FY25 estimate \$100k for design only (2 raised intersections). Construction FY26	Proposal received. Requisition went before commission in January for approval however, it was tabled and moved to February commission meeting. Project is for design in FY25, construction in FY26	In Progress	07/30/24	09/30/25	23%		Construction/Infrast Projects Traffic Calr
Julius Littman Theater for the Performing Arts Lighting Equipment Replacement			Proposals have been received. In procurement stage. Requisition is being processed	In Progress	10/18/24	09/30/25	21%	\$50,000	Goods & Services (Furniture, Fixture, Equipment, Hardwa Software)
Traffic Calming - Pan Uleta -651 NE 168th St (2024)	651 NE 168th Street	Install speed bumps mini circulator and curb eliminator and guard rails	Two traffic calming speed tables with related street signs have been installed to address speeding concerns. A requisition for added traffic calming devices was scheduled to go before commission in January for approval however, the approval process was deferred twice. This requisition approval process has caused a 4 months delay to the schedule.	On Hold	08/01/23	05/29/26	19%	\$250,000	Construction/Infrast Projects Traffic Calr
City Hall 1st Floor Renovations	17011 NE 19th AVE	City Hall First Floor Renovations (Lobby Floors & Bathroom Upgrade)	Project has commenced. Facilities Department is working on the removal of wallpaper, painting and replacing the ceiling tiles. The lobby stays open to public during the renovations work.	In Progress	10/15/24	01/30/26	18%	\$273,000	Construction - Build Improvements
Construction (Quarter) <b>Q4 (Jul - Sept)</b>		Count 10						\$2,457,215	
Mishcon Park Phase II Upgrades Site Improvements	Mishcon Park	Upgrade to restrooms, concession, dugouts and other amenities	Work has started. Obtaining quotes for a new score board. Reviewing of Quotes will be done by the week of 02/24/2025	On Hold	10/18/24	10/31/25	54%	\$95,000	Construction - Build Improvements
Traffic Calming - NE 168 ST & NE 20 AVE (2025)	NE 168 Street & NE 20 Avenue Roundabout	Mini Roundabout Installation intersection of NE 168th St/20 Ave	Presently going through permitting with the county. Obtaining concurrence from agencies and residence. Design team is responding to permitting comments from the county. Following approval, it will be going through the construction procurement process.	In Progress	01/01/24	11/21/25	48%	\$250,000	Construction/Infrast Projects Traffic Calr
PSA New Workstation Cubicles (PSA Space Optimization)	17050 ne 19th Ave	PSA Building Reconfiguration	Proposed floor plan layout and proposals received and have been reviewed by staff. The chair and cubicle types are being finalized to begin the procurement process.	In Progress	10/01/24	06/16/26	37%	\$218,000	Construction - Build Improvements
Citywide Neighborhood Beautification	163rd St + Hansford Blvd	Beautification of 163rd St & major corridors (trees, landscaping, irrigation, corridor sidewalks) 163rd street wall	The City is the process of obtaining approval from FDOT to conduct the beautification improvement work within the 163rd/ 167th median.	In Progress	10/01/24	12/30/25	31%	\$500,000	Landscaping
Traffic Calming - NE 153 St - 157St & NE 13 AVE (2024)	NE 13 Ave Traffic Calming	Raised intersections at NE 153 St, NE 155 St & 157 St (Install 25 MPH Speed Signs), not funded so can't start design; Design Funded in FY24. Construction FY25 CMA submitted proposal for design 11/9/2022, CMA awaiting p.o. to	Item was pulled at the January and February Commission meetings agenda. It will be presented to the March Commission Meeting for approval. Further delays will affect the project's progress.	On Hold	08/01/22	04/09/26	29%	\$908,500	Construction/Infrast Projects Traffic Calr
Modification of Mechanic Bay Shop		moced with design  Modification of Fleet Mechanic Bay Shop	In planning stage. The next steps will include Fleet Division reaching out to the Facilities Division for assistance with moving the project	In Progress	10/01/24	09/30/25	18%	\$15,000	Construction - Build Improvements
Traffic Calming - NE 180 & NE 12 AVE (2024)	NE 180 St & NE 12 Ave Traffic Calming	CMA sent proposal to design on 3/6/24. CMA awaiting P.O. to move	forward.  Item was pulled at the January and February Commission meetings agenda. It will be presented to the March Commission Meeting for approval. Further delays will affect the project's progress.	On Hold	11/11/22	12/31/25	6%	\$112,000	Construction/Infrast Projects Traffic Calr
		forward. Design + Construction can be completed in FY25							

C1 (2025)		the segments between ne 160th terrace & ne 163rd st, also recommend a crosswalk at the intersection of NE 160th Terrce with NE 9th Court. Only adding crosswalks and speedbumps. Unfunded FY24  Study recommendation results speed humps, signage, new crosswalk. CMA is pending to submit a fee proposal for design.	presented to the March Commission Meeting for approval. Further delays will affect the project's progress. Project is for design in FY25, construction in FY26						
Wayfinding Signs	throughout CRA	Create a wayfinding sign program, and install signage as needed.	CRA funded FY25. Project on Hold. CRA Awaiting approved City Branding to move forward.	On Hold	10/01/24	09/30/25	5%	\$75,000	ROW Signage
Traffic Calming - NE 163-165 St & NE 26 Ave (2024)		crosswalk near the NE 26th Ave. and NE 165th Street intersection, 2) electronic speed feedback signs (ESFS) north of NE 165th St and north of NE 163rd Streets and 3) sidewalk along the west side of the section of 26th Ave from 165th Street to 163rd Street.  CMA submitted a fee proposal to design on 03/6/2024. CMA awaiting P.O. Design + construction can complete in FY25		In Progress	11/11/22	09/30/25	4%	, ,	Construction/Infrast Projects Traffic Calr
Construction (Quarter) <b>Blank</b>		Count 1						\$323,215	
Highland Village Splashpad Design & Construction		Increase recreational facilities for community children	The county requested drainage designs for the park. As a result, this scope was added to the project. The next steps include completing the procurement phase of the project.	In Progress	12/02/24	07/13/26	25%	\$323,215	Construction - Build Improvements

# **City Strategic Plan Alignment**

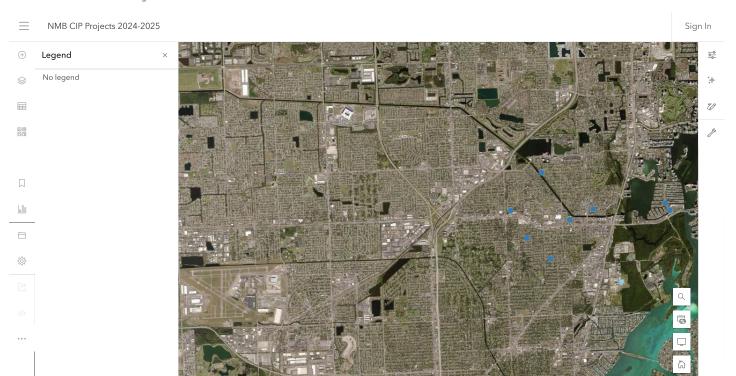


#### Strategic Plan Alignment



# **GIS View of CIP Projects**

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Grants Policy

# City Manager's Report 16.6.

City of North Miami Beach 17011 NE 19 Avenue North Miami Beach, Fl 33162 305-947-7581 www.citynmb.com

# **MEMORANDUM**

TO:	Mayor and City Commission	
FROM:		
VIA:		
DATE:	March 18, 2025	
<b>RE:</b> Grants P	olicy and Updates	
Description		
BACKGROU	ND	
ANALYSIS:		
RECOMME	NDATION:	
FISCAL/ BU IMPACT:	DGETARY	
IMITACI:		
ATTACHMEN	ITS:	
Description	on .	
B 1/		



# City of North Miami Beach, Florida

# Office of the City Manager

TO: Mayor and Commission

FROM: Frandley DeFilie, Ed.D., Senior Management Analyst

VIA: Mario Diaz, City Manager

CC: Andrew Plotkin, Assistant City Manager

Tarik Rahmani, Chief Financial Officer

Sophia Taylor, Finance Director

DATE: 3/11/2024

SUBJECT: Grants Policy

\_\_\_\_\_

After an internal review of the current citywide grant process, the City Manager's Office is moving forward with centralizing its grants management efforts within the City Manager's Office while ensuring continued collaboration with the Finance Department for financial and budgetary oversight.

For many years, prior administrations viewed grants management as a finance function, which significantly hindered the City's ability to seek competitive federal and state grants, identify potential grant funding sources for departments, and meet grant deliverables.

The grant policy developed by staff was strategically created after carefully reviewing best practices from surrounding municipalities. It addresses a long-overdue need within the City by providing a comprehensive and effective framework for grant administration.

The newly established Office of Grants Management will be housed within the City Manager's Office. This centralization will ensure continued oversight, accountability, and a strategic approach to identifying and securing external funding opportunities critical to achieving the City of North Miami Beach's Strategic Plan and priority objectives. At the same time, the Finance Department will continue to retain responsibility for the financial management of all grants, ensuring compliance with budgeting, reporting, and auditing requirements.

The adoption of this policy will significantly enhance the City's ability to secure and manage grant funding, aligning with best practices and benefiting the City of North Miami Beach.

In addition to the adopted policy, the City has retained a consultant who will be researching, preparing, and submitting grant applications over the next 12 months. The consultant will work with City staff to identify grant opportunities throughout the year.

The City Manager's Office is also actively recruiting a Grants Coordinator who will initially work with the consultant and staff to transition to an in-house operation. An inventory of existing grants and a list of grants the City plans to apply for is currently in progress, and a detailed report will be forthcoming.

# Attachment

City of North Miami Beach Grants Policy

# City of North Miami Beach Grants Policy

City Manager's Office Office of Grants Management This policy is not a comprehensive listing of all procedures, regulations, or laws related to grants administration but serves as a guide of standardized procedures to assist City departments and staff in the pursuit, application, and management of grant proposals and awards.

# **TABLE OF CONTENT**

TABLE OF CONTENT	ii
CHAPTER 1: PURPOSE, CONCEPTS, FRAMEWORK, DEFINITION, GRANT TYPES	1
CHAPTER 2: ROLES AND RESPONSIBILITIES	4
CHAPTER 3: GRANTS ADMINISTRATION	7
CHAPTER 4: GRANT IDENTIFICATION, APPLICATION, AND TRACKING	8
CHAPTER 5: GRANT POST-AWARD PROCESS	14
CHAPTER 7: FEDERAL REQUIREMENTS FOR CONSTRUCTION PROJECTS	19
CHAPTER 8: CONFLICT OF INTEREST	23
CHAPTER 9: OTHER IMPORTANT FEDERAL GUIDELINES AND POLICIES	24

# CHAPTER 1: PURPOSE, CONCEPTS, FRAMEWORK, DEFINITION, GRANT TYPES

#### Introduction

The City of North Miami Beach actively pursues grant opportunities to support its operations, programs, and capital improvement projects. Major sources of these grants include federal, state, and local agencies, as well as private organizations. Each grant's scope is defined by the grantor's policy goals, and the City, as the grantee, is responsible for fulfilling deliverables based on the grant's terms and conditions. Grants may vary by funding source, scope of work, requirements, and timelines, and this policy provides general guidance for managing them, though it may not apply to all awarded grants. The City of North Miami Beach is committed to identifying and applying for grants that provide additional financial resources aligned with its core mission and the specific initiatives prioritized by the City Commission. Grants pursued should be financially feasible and must not impose an undue financial burden through matching fund requirements.

This policy and its corresponding procedures ensure that all grants awarded to the City are effectively researched, applied for, allocated, and monitored. Grants are defined as contracts or agreements in which the City of North Miami Beach receives external funding to support a public project or program, with the City maintaining fiduciary oversight.

The newly established Office of Grants Management, operating as an extension of the City Manager's Office, is primarily responsible for identifying new grant opportunities and ensuring the City complies with all grant requirements.

# **Purpose**

The purpose of this policy is to establish uniform guidelines for instructing the City of North Miami Beach Departments in pursuing grant funding and managing grant awards. These guidelines outline the City's approach to grants administration, including policies and procedures related to:

- Grant Identification, Application, and Tracking
- Grant Award Notification, Review, and Acceptance
- Grant Monitoring
- Grant Accounting and Reporting
- Grant Subrecipient Monitoring
- Grant Close-Out

With ongoing decreases in local government revenues, grant funding has become an increasingly vital component of North Miami Beach's resources, particularly for funding capital improvements. Although grant programs are becoming more competitive, proactively pursuing grant opportunities aligned with the City's strategic goals, objectives, and priority areas should remain a key element of its financial health strategies.

# **General Concepts and Framework**

- The City of North Miami Beach will aggressively pursue grant funding from federal, state and other sources, consistent with identified City goals and objectives.
- The City of North Miami Beach will focus its efforts on securing grants for capital improvements. This approach will allow the City to compete for projects we might not otherwise be able to afford while maintaining financial independence should future grant sources diminish.
- The City of North Miami Beach will seek grants only when sufficient staff resources are available to effectively administer the program, comply with grant requirements, and successfully complete the grant's scope of work.

#### **Definition of a Grant**

A grant is a form of financial assistance, either (in cash or in kind), provided by a government agency or other organization (referred to as the grantor) for specific purposes to an eligible recipient (referred to as the grantee). Grants are typically conditional, requiring the grantee to meet certain qualifications and adhere to contractual obligations regarding their use, maintenance of specified standards, or provision of a proportional contribution (cost share or match) by the grantee or additional grantors.

A grant can be defined in, but is not exclusive to, the following forms:

- Loan Contract
- Loan Guarantee
- Intergovernmental Agreement
- Contractual Agreement
- Joint Participation Agreement
- Cooperative Agreement

A grant can be restricted or unrestricted to be used by the recipient in any manner within the parameters of the recipient organization's activities or for a specific purpose by the grantor. A grant from the federal government will retain its character and will not lose its identity even when it is passed through the state. City departments must ensure all federal regulations are followed throughout the grant period. Where there are discrepancies between federal, state, and local requirements during implementation of the grant, staff must follow the most stringent of the rules and regulations.

#### **Grant Types**

In addition to grants, there are other types of financial assistance the City receives that may not include the term "grant" but are also covered by this policy. The City considers the term "grant" to include, but not be limited to, contracts or agreements that fall under the purview of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the Uniform Guidance. This circular incorporates guidance previously found in OMB Circulars A-87, A-102, and A-133.

<u>Discretionary Grants</u>: A <u>discretionary grant</u> awards funds on the basis of a competitive process. The Grantor reviews applications, through a formal review process, in light of the legislative and regulatory requirements and published selection criteria established for a program.

<u>Block Grants</u>: A broad, intergovernmental transfer of funds or other assets by the U.S. Congress to state or local governments for specific activities. <u>Block grants</u> are distributed according to legal formulas defining broad functional areas such as health, income security, education, or transportation. They are

used for a variety of activities, largely at the recipient's discretion, and can include a wide range of government programs under one funding umbrella.

<u>Continuation Grants</u>: A <u>continuation grant</u> provides additional funding for budget periods subsequent to the initial budget period. Also referred to as a "renewal grant."

<u>Cooperative Agreements and Contracts</u>: A type of grant assistance awarded by a federal agency when it anticipates having substantial involvement with the grantee during the performance of a funded project.

<u>Corporate Grants</u>: A grant made by a corporation.

<u>Foundation Grants</u>: A grant made by a philanthropic foundation.

<u>Pass Through Grants</u>: Grant funds received from one grantor, but passed through another grantor or funding source.

<u>Appropriation/Earmarks</u>: Refers to a provision in legislation requiring that a portion of a specific source of revenue be designated for specific projects, usually at the request of a federal or state legislator, or a County Commissioner.

# **Updates and Revisions**

This document is a living document, and contains federal, state, and City policies that by its nature may be revised over time as regulations change, new tools emerge, new processes are designed, and risks change. The Office of Grants Management will annually review the procedures described herein and in continued collaboration with the personnel it serves update this document as necessary.

# **CHAPTER 2: ROLES AND RESPONSIBILITIES**

All City departments shall engaged in preparing grant proposals and administering grant awards are responsible for grant funded assets serve an important role in the success of project outcomes and objectives, and ensuring that all grant terms and conditions, budgetary and regulatory requirements are met. Below are the "key players" in the management and administration of grant funded projects received by the city and a representational list of the responsibilities.

# **City Commission**

The City Commission approves grant resolutions, when required, particularly those involving large sums of money, matching funds, new policies, or contractual obligations.

# **City Manager**

The City Manager approves all grant applications, receives grants, and executes related contract documents.

## Office of Grants Management

The Office of Grants Management ensures overall management of grant contracts/agreements are in compliance with all regulatory requirements and in alignment with the City's strategic plan, policies, and goals. The Office of Grants Management will review all grant applications, amendments, modifications, and agreements prior to submission to the City Manager for signature. The Office of Grants Management will also implement the City's grants policy and procedures to provide guidance for the preparation of grant proposals and the management of grant awards. The Department is also responsible for:

- 1) Coordinating the tracking of grant applications, awards, and major project management decisions associated with awarded grants.
- 2) Assisting departments with the interpretation and application of city, county, state, federal or other grants policies.
- 3) Assisting with the resolution of disputes between the City of North Miami Beach and funding sources.
- 4) Offering grants training and technical assistance services.
- 5) Preparing agenda items for City Commission meetings for grant awards.
- 6) Researching appropriate funding opportunities.
- 7) Informing all departments about relevant funding opportunities.
- 8) Reviewing grants proposals written by departments.
- 9) Ensuring that requests for grant funds are promptly submitted to minimize the advance use of City funds.
- 10) Ensuring that project reporting requirements and deadlines for submissions are observed.

#### **Grants Coordinator**

The Grants Coordinator supports city staff members in identifying and assessing grant programs, analyzing funding opportunities, and developing grant-seeking strategies aligned with the mission and priorities of the City of North Miami Beach. The Grants Coordinator ensures the City complies with applicable statutes, regulations, policies, procedures, and contracts on awarded grants. The Grant Coordinator provides strategic information and detailed reports to the City Manager, City Mayor, Commission, departments, and agencies to monitor grant applications, drawdowns, reporting, and performance activities for all grant programs. Additionally, the Grants Coordinator serves as the City's designated electronic systems administrator for all external web-based grant portals.

# **Department Directors**

Department Directors are accountable for all grants within their departmental jurisdiction. In cases where more than one department is responsible for a grant, a lead department will be designated for accountability. The Department Director shall provide organizational oversight and accountability regarding grant compliance. The Department Director ensures that adequate resources are provided to staff for the proper conduct of project management duties and grant award management, and supervises staff members who may serve as project managers or support staff for grant awards.

In addition, each Department Director Should:

- Designate a project manager and/or support staff for every grant awarded to the department.
- Implement awarded grant projects in accordance with the terms and conditions of the award contract/agreement.
- Ensure that the designated project managers and support staff for the awarded grant tracks grant awards and consults with the Office of Grants Management to communicate all grantrelated events (e.g., notices received from granting agencies, extensions, amendments, budget revisions, etc.).
- Ensure that the designated project manager and/or support staff is familiar with the correct project string and account codes for each grant and understands how to monitor funding using prescribed procedures.
- Ensure that the designated project manager and/or support staff has a thorough understanding of the reimbursement review process and submission timeline.
- Ensure that project reporting requirements and submission deadlines are met

# **Finance Department**

The Finance Department, under the direction of the Chief Financial Officer, is responsible for the overall fiscal management of the grant award, ensuring compliance with the budgetary terms and conditions of the award, and representing the project's fiscal accounting to the grantor. The Finance Office serves as a centralized point of contact for assistance with the identification, preparation, distribution, and submission of grant-related financial documents.

# **Procurement Department**

The Procurement Department ensures that all procurement activities comply with the City's procurement procedures and grant requirements. Federal and certain state grants mandate the inclusion of specific pass-down terms and conditions in subcontracts, purchase orders, and other vendor agreements.

# **City Attorney**

The City Attorney's office prepares and negotiates contracts, settlements, and other documents pertinent to grant awards.

# **CHAPTER 3: GRANTS ADMINISTRATION**

#### **Grants Administrator**

Under the Direction of the City Manager and the Office of Grants Management, The Grants Coordinator is designated as the City's Grant Administrator

# **Indentification Designation**

The City will maintain only one DUNS/Unique Entity Identifier (UEI) number, and Tax Identification Number (TIN), which is the Employer Identification Number (EIN), and System for Award Management (SAM) account. Departments are prohibited from obtaining their own DUNS or TIN/EIN.

# **Governing Laws and Regulations**

The City of North Miami Beach must comply with all of the rules, regulations, and requirements that apply to grant funds. Depending on the grant, the primary sources of these guidelines include, but are not limited to:

#### **Federal**

- Federal Grant and Cooperative Agreement Act of 1977, as incorporated in Title 31 Section 6304 of the U.S. Code
- 2 CFR Part 200, et al. -Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Single Audit Act of 1984 (with amendment in 1996) (31 U.S.C 7501-7507)

#### State

- Florida Administrative Code.
- Section 36 of the Grant Award Agreement specifies that grantees must conduct an open, competitive procurement process for goods and/or services in accordance with Section 287, Florida Statutes Administrative Code and Chapter 60A- 1.002. Florida Administrative Code.
- Rules of the Auditor General, Chapter 10.550, Local Governmental Entity Audits.
- Florida Single Audit Act, Florida Statutes 215.97.

# CHAPTER 4: GRANT IDENTIFICATION, APPLICATION, AND TRACKING

# **Grant Identification**

#### Agency Websites and Listservs

Many agencies have listservs to which interested parties can subscribe to receive the latest grant opportunities and information. Visit the respective agency grants office website and subscribe per instructions.

# Florida Administrative Weekly (http://faw.dos.state.fl.us/index.html)

The Florida Administrative Weekly is a weekly publication generated through the Florida Department of State to provide citizens access to proposed rules and regulations, notices of public meetings, and bid and Request for Proposal (RFP) announcements.

#### Grants.gov (http://www.grants.gov)

Grants.gov is the clearinghouse for all federal grant opportunities and allows organizations to electronically find and apply for more than \$400 billion in federal grants and ultimately manage grant funds online through a common web site. Each Department should establish a Grants.gov profile that will provide perpetual notice of grant opportunities from federal agencies.

#### **Grant Seeking Process**

The grant seeking process comprises the development of a departmental grant strategy plan and a preapplication assessment and review.

#### **Grant Planning Strategy**

 A Department seeking grant funding should first produce a prioritized list of Department or Division needs that can potentially be met through grant funding.

#### **Pre-Application Assessment and Review**

The pre-application assessment and review process involves all steps from project development to submitting a grant proposal to a grantor. In some cases, the pre-application process may take months depending on the complexity of the project. Departments that are successful with obtaining funds for their projects are cognizant of the fact that you should never chase the dollar when it comes to grants. A project that is not well developed will often fail even if the proposal is awarded for funding. A grant project or program should be well defined prior to seeking grant funds. Projects should align with the City's and/or the department's strategic plan or in support of City functions. The project should be well thought out prior to seeking grant funds. Once a Notice of Funding Opportunity (NOFO) is posted, the typical timeframe for application submission is between 8-12 weeks. A well-thought-out project/program will reduce the stress of preparing a grant application when funding is made available. The following are questions to consider when developing a project:

- The Department initiating the grant application should perform a pre-application assessment with the Office of Grants Management to evaluate a grant opportunity on the following factors:
  - a) Financial
    - Total anticipated projected cost

- Match requirements and sources
- Project income considerations
- Staffing requirements
- Cash flow needs
- A continuation plan for sustaining grant funded programs if funding is reduced or terminated
- b) Programmatic
  - Alignments with the City of North Miami Beach strategic priorities
  - Provision or expansion of services to address critical needs and core services
  - Capacity to administer the financial and administrative aspects of the grant

# **Grant Writing Services**

Departments with a budgeted line item for grant writing services, with the approval of the City Manager or designee, may utilize grant writing services from the city's vendor pool to support the submission of complex and specialized grants. These services include developing grant applications from conceptualization to submission, in coordination and collaboration with department staff, the Office of Grants Management, and the Grants Coordinator. Additionally, the department and the contracted grant writing team must participate in a pre-application assessment and review meeting with the Office of Grants Management prior to beginning formal grant proposal development.

# **Application Preparation**

Preparing the application is primarily the responsibility of each respective department with support from the Grants Coordinator. This section applies to all grant applications whether they are prepared and submitted in hard copy or electronically.

There are certain essential elements necessary for successful submission of a grant application that must be attended to prior to filling out the grant application.

- 1. Electronic proposal preparation and submission is becoming the norm for grants administration. It is important to determine that the city is properly registered in each respective system in order to submit an application. The following are examples of the various different public and private web-based portals in which the City may be registered:
  - a. Grants.gov
  - b. The System for Award Management (S.A.M.)
- Contact the Grants Coordinator early to determine if the City is registered in a particular system.
   It is important that the appropriate programmatic and fiscal personnel are established within these systems for access and award management.
- 3. There are several important numbers and persons you will need to know to complete federal application documents:
  - TIN/EIN: 59 6000389
  - Duns & Bradstreet Number: K6Q9G5KULL28 (Note: If you are using a different DUNS number contact the Grants Coordinator immediately.)
  - City Authorized Organizational Representative (AOR): City Manager

It is the initiating department's responsibility to prepare and submit the grant proposal for review to the Grants Coordinator. It is recommended that the applicant writer collaborate with the Grants Coordinator regarding the grant guidelines to ensure explicit compliance with the grant application guidelines. Structure, attention to specifics, concise, enthusiastic, persuasive writing, and a reasonable budget with justification are the critical elements to be considered during the writing stage. Read the grant application thoroughly. It is critical to understand the grantor's requirements to prepare a successful proposal. Grant guidelines typically identify:

- Submission deadlines.
- Grantee eligibility.
- Funding goals, priorities, and ceilings.
- Proposal format: forms to use, page limitations, page margins, line spacing, etc.
- Budgets and budget justification narrative.
- Proposal evaluation process, criteria, timetables.
- Point(s) of contact.
- Allowable supplemental materials, such as Letters of Support.
- Any and all other submission requirements.

One or more of the previous items can help determine if the grant is feasible. It is recommended that a department not waste time on applying for a grant if there is not sufficient time to prepare a good proposal. Good projects/programs are rejected all the time by grantors for incomplete or ineligible applications.

If a federal grant is being considered, keep in mind the federal government has stringent principles on how grant funds can be spent and managed by grantees. Super circular Title 2 CFR 200 is the "Uniform Administrative Requirements, Cost Principals, an Audit Requirements for Federal Award." Its policies went into effect for grants awarded after December 26, 2014. Also, pay close attention to the NOFO for guidance as to what is an eligible cost under the grant.

If unsuccessful in being awarded the grant, contact the grantor for a debriefing. Granting agencies routinely provide review comments or telephone debriefings for proposals they do not award.

# **Submitting the Grant**

Internal Process for Proposal Submission

- 1. No grant shall be submitted without signature approval of the City Manager.
- If a Grants Resolution is needed by the City Commission, please ensure that the grant application
  is reviewed and approved by the City Attorney's Office and the Grants Coordinator prior to
  submission to the City Manager's Office for agenda review. Please adhere to the agenda review
  guidelines.

**NOTE**: The initiating department should contact the Grant Coordinator as soon as the grant opportunity becomes available or is brought to the department's attention, to allow sufficient time for preparing the

grant proposal. The Grants Coordinator is available to assist with the preparation of the review form and proposal.

# **Grant Research Procedure**

# **Policy Directive**

The City establishes the following mandatory grant research procedure to systematically identify, prioritize, and pursue funding opportunities aligned with its strategic objectives. These steps are required to ensure consistency, alignment with city goals, and maximum utilization of resources.

# 1. Grant Research Framework

#### a. Citywide Grant Research Calendar

The Office of Grants Management shall develop and maintain a centralized calendar to track deadlines for federal, state, and private grant opportunities. This calendar must include recurring grant cycles such as FEMA's Hazard Mitigation Grant Program (HMGP) and the Florida Recreation Development Assistance Program (FRDAP).

The Grants Coordinator is tasked with updating and maintaining this calendar monthly to ensure accuracy and availability for all departments.

# b. Strategic Priorities Definition

All grant research activities must directly support the City's Strategic Plan objectives. Priority shall be given to projects addressing infrastructure improvements, public safety, economic development, affordable housing, and environmental sustainability.

#### 2. Utilize Advanced Research Tools

#### a. Grants.gov

The City shall maintain an active profile on Grants.gov as the primary platform for federal funding opportunities. Departments must use this tool to identify grants tailored to focus areas, including water infrastructure, public safety, and disaster preparedness.

#### b. eCivics Database

The eCivics database must be leveraged to identify grants from state and private foundations. Departments are required to filter opportunities by sector (e.g., housing, economic development) and funding type (e.g., matching or non-matching grants). The Grants Coordinator will provide training to ensure all departments are proficient in utilizing this resource.

#### 3. Conduct Pre-Screening Evaluations

#### a. Feasibility Assessment

Departments must conduct a detailed evaluation of eligibility criteria, project scope, and financial requirements before pursuing a grant. The assessment must confirm that matching funds, staffing resources, and reporting capabilities are sufficient to meet the grantor's requirements.

# b. Strategic Alignment Evaluation

Grant opportunities must be evaluated for alignment with the City's strategic priorities using a standardized scoring rubric. This evaluation must document project feasibility, anticipated community impact, and long-term sustainability.

#### 4. Internal Coordination and Collaboration

#### a. Stakeholder Engagement

The Grants Coordinator shall convene relevant department directors and staff to review identified opportunities. A lead department must be designated to manage the application process based on expertise and project relevance.

#### b. Finance Department Collaboration

The Finance Department shall review all financial requirements and ensure budgetary readiness. Departments must submit all financial details to the Finance Department for verification prior to application submission.

#### 5. Document and Prioritize Opportunities

# a. Centralized Grant Opportunity Database

The Office of Grants Management is responsible for maintaining a centralized database of all researched grant opportunities. This database shall include deadlines, eligibility criteria, funding amounts, and alignment with City goals. All departments must log their findings into the system.

#### b. Grant Prioritization

Grant opportunities shall be ranked using a formal scoring system that evaluates alignment with strategic goals, potential funding, departmental capacity, and community impact. High-priority projects must be integrated into the annual grant pursuit plan.

# 6. Conduct Preliminary Outreach to Grantors

Departments must establish communication with grantor agencies to clarify application requirements and confirm eligibility. This outreach is mandatory to enhance the City's visibility and build relationships with funding agencies.

#### 7. Application Preparation

#### a. Preliminary Documentation Collection

Departments are required to gather all necessary documentation, including financial audits, project plans, and letters of support, prior to initiating the application process.

# b. Leadership Updates

Regular updates must be provided to the City Manager on grant opportunities under consideration.

# 8. Monitor Grant Listings Regularly

#### a. Monitoring Assignments

Each department must assign a staff member to monitor Grants.gov, eCivics, and other platforms weekly for new opportunities.

#### b. Bi-Weekly Reviews

The Grants Coordinator shall conduct bi-weekly meetings with assigned staff to review progress and evaluate new opportunities.

By institutionalizing this procedure, the City of North Miami Beach mandates a consistent, transparent, and strategic approach to identifying and securing external funding opportunities critical to achieving North Miami Beach's strategic objectives.

# **CHAPTER 5: GRANT POST-AWARD PROCESS**

When the City receives a grant from an outside source, it generally incurs obligations. At a minimum in accepting the grant, the City assumes the obligation of ensuring that the grant money is spent only for the specific purposes attached to the grant. In addition, there may be impacts to internal service departments, reporting obligations, compliance with nondiscrimination laws, indemnity and releases—all of which become City obligations upon receipt of the grant funds.

# Award Notification, Review, and Acceptance Procedures

Grant agreements are legal contracts. It is the City's responsibility to carry out grant activities to accomplish its objectives, while adhering to the regulatory and budgetary terms and conditions prescribed by the grantor in the grant agreement. Failure to do so exposes the City to legal liability and compromises current and future grant funding. The City carries a significant legal and ethical responsibility when accepting grant funding, and management of grant awards requires heightened awareness throughout the organization.

It is the responsibility of the Office of Grants Management and/or the benefiting department to review the contract or agreement, especially the scope of work, to ensure the department concurs with the language and conditions stipulated within the document.

## **New Grant Setup**

The Office of Grants Management shall establish a grant master file for every new award. This file must include:

- The fully executed agreement.
- A detailed budget, including matching fund sources.
- Compliance requirements, such as reporting deadlines and allowable expenses.
- Key project deliverables and performance metrics.

The grant master file will serve as the central repository for all grant-related documentation and must be updated throughout the life of the grant.

# **Fiscal Accountability**

# **Receipt and Use of Grant Funds**

- 1. No grant funds shall be disbursed until contracts are fully executed between grantor and grantee.
- 2. All grants that have been awarded should be recorded in Munis via grants and project respectively.
- 3. Grant funds may only be used for grant-related expenses and expended within the period of performance identified in the grant agreement.
- 4. Departments receiving grant funds shall adhere to City policies and procedures regarding revenue collection, accounting and reporting of grants received by the City.
- 5. Modifications or reallocations to the awarded budget that alters the grant amount or moves funds from one budget line item to another must adhere to grantor and City policy and procedures.
- 6. Grant funds awarded to the City shall not be used to supplant an existing expense so that current funds can be diverted to another use, unless such use of grants funds is explicitly identified as allowable in writing by the grantor in the grant award.

- 7. All income resulting from a grant-funded project or program shall be managed and maintained as established in the grant agreement.
- 8. All procurement activities associated with grant-funded projects or programs shall follow grantor and City policy and procedures for procurement of goods. Where there is discrepancy between the two, always use the more stringent of the two policies.

#### **Post-Award Orientation**

Conduct a Post-Award Meeting: The Office of Grants Management must organize a mandatory meeting with the Grant Project Manager, Finance Department, and other relevant staff within 15 business days of award acceptance. The meeting shall include:

- A comprehensive review of compliance requirements, including reporting timelines and eligible costs.
- A detailed walkthrough of budget setup and assigned expense codes.
- A review of key performance metrics, including expected outcomes and deliverables.
- A discussion of monitoring responsibilities, including deadlines for progress reporting and audit preparation.

Meeting minutes must be documented and distributed to all attendees for reference.

#### Allowable and Unallowable Costs

Grant Project Managers are ultimately responsible for adhering to the requirements and conditions of the approved grant agreement and ensuring that only allowable and eligible expenditures are incurred. This means that they are allowable, allocable, necessary, and reasonable and provide a direct benefit to the grant-funded project. Authorized expenditures are:

- Not included as a cost or used to meet the matching requirement for another federal grant
- Consistent with grantee policies, regulations, and procedures regarding federal awards
- Determined in accordance with Generally Accepted Accounting Principles (GAAP)

# **Grant Budget Management**

#### a. Financial System Setup

The Finance Department must create a unique project code, expense accounts, and revenue accounts for each grant in the City's financial management system. The Office of Grants Management shall review and approve these accounts before any expenditures are initiated to ensure compliance with grantor requirements.

#### b. Budget Modifications

All budget modification requests must be submitted by the project manager to the Office of Grants Management for pre-approval before submission to the grantor. Modifications must include:

- A justification for the change.
- An updated budget breakdown.
- Approval documentation from the Finance Department confirming the availability of funds.

# **Expenditure Monitoring/Award Reconciliation**

- **a.** It is critical to the overall success of a project that grant funds are expended accurately. After initial setup, grant awards should be monitored on a regular basis to ensure: 

  Expenditures are allowable, allocable, necessary, and reasonable based on terms and conditions of the grant award.
  - Expenditures are adequately supported by documentation.
  - Expenditures are charged to the correct project.
  - Award spending is commensurate with the project timeframe.
- **b.** It is important that grant budgets (revenues and expenditure) are reconciled on a regular basis but, more importantly, at the end of each fiscal year. The revenues and expenditures for each grant contract must be reconciled prior to the closing of a grant contract.

# **Equipment and Real Property Management**

- All property and equipment acquired through grant funds shall follow the grantor and City policy and procedures for property or inventory control.
- Property and equipment purchased with grant sources shall be used exclusively during the life of the grant for the project or program for which it was acquired.
- Grant-purchased equipment must be properly maintained and safeguarded, and equipment records must be maintained according to the City inventory policy and procedure.
- After the grant award is closed and equipment is no longer needed for its originally authorized purpose, the grantee shall request disposition instructions from the grantor and follow City policy and procedures for property and inventory control.
- Grant-purchased equipment cannot be transferred to another project or department after the grant award is closed without approval from the grantor.
- Title 2 CFR 200.313 provides guidance on the use and disposition of equipment.

#### **Procurement and Suspension/Debarment**

It is the responsibility of the recipient department to properly procure goods and services and follow all procurement rules. There are some differences between the federal, state, and city procurement rules. The recipient department must comply with the most stringent of the rules in procurement. It is also the responsibility of the department to ensure that any subcontractor or sub-awardee that will be funded through a grant award is not prohibited from receiving federal funds due to suspension or debarment. A person or entity debarred or suspended is excluded from federal financial and non-financial assistance and benefits under federal programs and activities. Debarment or suspension of a participant in a program by one agency has a government-wide, reciprocal effect.

# **Grant Reporting**

The recipient department is responsible for coordinating the timely and accurate preparation and submission of all reports per the grant agreement.

# **General Standards for Supporting Documentation**

Costs claimed by the City under grants must be allowable, allocable, and reasonable, and adequate documentation to support charges to the grant must be maintained for audit trails (reference 2 CFR 200). Expenditures under most cost reimbursement grants are governed by the cost principles established by

federal, state, and other grantors and must conform to respective policies, grant special provisions, and City policies.

Typical grant transactions may include: personnel costs, purchase of equipment and supplies, costs for contracted services, grant income or revenue, etc.

Documentation of eligible expenses may include copies of invoices, receipts, payroll or labor reports, or other proof that complies with federal and state audit standards. Proof of payment of expenditures may include a copy of a credit card receipt, receipt showing cash payment, cancelled checks, bank statements, or other proof that complies with federal and state audit standards.

# **Reimbursement and Reporting**

The Finance Department, in collaboration with the Grant Project Manager, shall prepare reimbursement requests within 30 days of expenditure. Requests must include

- Detailed expense logs with itemized descriptions.
- Payroll certifications for personnel funded by the grant.
- Proof of payment, such as canceled checks or bank statements.

The Finance Department must review and approve all reimbursement requests to ensure compliance before submission to the grantor.

#### **Contract Extension or Amendment**

There are times when grantees find it necessary to amend the scope of work or extend the contract timeline. It is important to follow the procedures written in the grant agreement or in the guidelines provided by the grantor when making such a request. Grantees cannot spend funds on items that are not within the original scope of work until the amendment is preapproved by the grantor. Keep in mind, time extension is a reflection of the recipient's inability to perform the contract.

#### **Grant Closeout**

Grant closeout is the process by which the City completes all necessary administrative and financial actions to satisfactorily fulfill the requirements outlined in the grant agreement. This process generally involves addressing the physical completion of work and the administrative requirements for closeout. The following outlines the policy for closing out grants:

- **90 Days Prior to Project or Grant Agreement End:** Determine whether an extension is needed from the grantor to complete the project.
- **Notify Stakeholders:** Notify all sub-recipients, contractors, and subcontractors to submit their final invoices.
- Reconcile Finances: Reconcile revenues and expenses before submitting the final payment request to the grantor. Coordinate with the Finance Department for a final reconciliation before preparing the closeout report.
- **Review Award Terms:** Ensure that all deliverables, including final progress or technical reports, are submitted by the designated due dates.
- **Submit Closeout Report:** Provide copies of the closeout report to the Finance Department and the Office of Grants Management.

#### **Grant Termination**

Unless approved by the City Manager, the City will not continue a grant-funded program once the grant has ended. Therefore, all grant-supported staff positions will be abolished if the grant funding supporting them is eliminated. However, the recipient department may choose to continue operating capital expenses from an expired grant using other available funds.

If a grant-funded position is deemed critical to a department's operations after the grant has ended, a permanent position transition plan must be developed at least 90 days prior to the grant's closeout. Transitioning a grant-funded position to a permanent role should be contingent on the availability of funds within the department's budget.

# CHAPTER 6: GRANT FILE MANAGEMENT, ACCESS AND RETENTION

The Department and The Office of Grants Management will be responsible for the management, access and retention of grant related files, activities, equipment, and facilities.

#### **Grant File Structure**

- All department and master files associated with a grant award must maintain a file structure that includes the following sections with clear separations between different fiscal years, unless otherwise directed by the Grantor:
  - a. Proposal Submission
    - Proposal guidelines and supporting legislation
    - Copy of the original submitted grant application
    - Signed Grant Application Review Form
    - Information and data used in preparation of and support of the grant proposal, etc.
    - Any correspondence related to the proposal

#### b. Award

- Grant award letter with budget and special conditions
- Grant Release Checklist
- Project Implementation Plan
- Grant amendments, modifications, extensions, cancellations and terminations and correspondence related to the award

#### c. Financial

- Account set up documents
- Purchase orders
- Invoices
- Grantor approvals for items such as budget reallocation, changes to scope, procurement and vendor selection
- Performance and fiscal reports on grant activities
- Personnel time and effort worksheets

#### d. Reports

- All reports to grantor progress, technical, quarterly, annual, final, etc.
- Evaluation forms and data
- Compliance monitoring reports from desk audits or on-site visits
- Project Closeout documents
- e. Subrecipient Documents (if applicable)
  - Subrecipient contract
  - All site visit documentation
  - Any subrecipient correspondence
- f. All other pertinent or necessary information to show compliance with the award terms and conditions.

#### **Record Retention**

In accordance with record keeping rules, grant documents must be kept for five (5) years after the audit year of the last expenditures. If any litigation, claim, negotiation, audit, or other action involving grant records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later. Grantors may require retention periods in excess of the City's policy of five years. Departments must ensure they comply with retention requirements specified by each grantor when they exceed the City's retention policy.

# **CHAPTER 7: FEDERAL REQUIREMENTS FOR CONSTRUCTION PROJECTS**

It is the responsibility of the Department to ensure compliance with the following federal requirements involving construction related projects. Departments should plan accordingly to ensure that adequate time, funding and staffing are available to carry out these additional responsibilities. These requirements shall flow-down to all subcontractors funded through a grant award.

#### **Davis-Bacon Act**

The Davis-Bacon Act of 1931 is a federal law that established the requirement for paying prevailing wages on public works projects. All federal government construction contracts, and most contracts for federally assisted construction over \$2,000, must include provisions for paying onsite workers no less than the locally prevailing wages and benefits paid on similar projects. With each award, the Chief Procurement Officer, in coordination with the Grants Coordinator and Department Director or Project Manager, will determine if the Davis-Bacon Act is applicable. If it is applicable, the Chief Procurement Officer will ensure that such provisions are included in the associated solicitations and associated vendor contracts. If required, the Chief Procurement Officer will also ensure that any applicable wage determination schedules are included in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination where the Davis-Bacon Act applies.

#### **Uniform Relocation Assistance Act**

- The Uniform Relocation Assistance Act (a.k.a. Uniform Act) of 1970 is a federal law that
  establishes minimum standards for federally funded programs and projects that require the
  acquisition of real property (real estate) or displace persons from their homes, businesses, or
  farms. The Uniform Act's protections and assistance apply to the acquisition, rehabilitation, or
  demolition of real property for federally funded projects.
- When conducting a program or project under the Uniform Act there are very specific legal responsibilities to affected property owners and displaced persons that must be addressed. The following must be considered prior to property acquisition.

For Real Property Acquisition (for federally funded programs and projects):

- Appraise property before negotiations
- Invite the property owner to accompany the appraiser during the property inspection
- Provide the owner with a written offer of just compensation and a summary of what is being acquired
- Payment for property before possession
- Reimburse expenses resulting from the transfer of title such as recording fees, prepaid real estate taxes, or other expenses
- Provide relocation advisory services to displaced tenants and owner occupants

For Residential Displacements (for federally funded programs and projects):

- Provide a minimum 90 days written Notice to Vacate prior to requiring possession
- Reimburse residents for moving expenses

 Provide payments for the added cost of renting or purchasing comparable replacement housing

For Non-residential Displacements (businesses, farms, and nonprofits) (for federally funded programs and projects):

- Provide relocation advisory services
- Provide a minimum 90 days written Notice to Vacate prior to requiring possession
- Reimburse for moving and re-establishment expenses

# **Conflict of Interest**

As a part of the grant application process, the grant preparer must positively state on any grant form, when asked, that there is an absence of a financial or other interest or affiliation held by them or a member of their immediate family in the funding agency or in companies from which goods and services will be obtained under the supported activity.

# **CHAPTER 8: CONFLICT OF INTEREST**

Actual or perceived conflicts of interest can damage the reputation and credibility of the City. One of the key purposes of this policy is to eliminate or mitigate the risk, either in actual or in appearance, of a conflict of interest or breach of trust by an official or employee of the City.

- A. No official or employee of the City shall have any interest, financial or otherwise, direct or indirect, or arrangement concerning prospective employment that will, or may be reasonably expected to bias the design, conduct, or reporting, of a grant-funded project on which they are involved.
- B. Any official or employee shall ensure that in the use of project funds, officials or employees of the City, nongovernmental recipients, or sub recipients shall avoid any action that might result in, or create the appearance of:
  - a. Using their official position for private gain,
  - b. Giving preferential treatment to any person or organization,
  - c. Losing partial or complete independence,
  - d. Making an official decision outside official channels, or
  - e. Adversely affecting public confidence or trust in the grant-funded program in particular and the City in general.
- C. In addition to any other ethics rules or standards of conduct established by the City, no employee, official, or agent of the City, shall participate in the selection, awarding, or administration, of a contract supported by federal funds if participation creates an actual conflict of interest. Such a conflict would arise when:
  - f. The employee, official or agent;
  - g. Any member of their immediate family;
  - h. Their partner; or
  - i. An organization which employs, or is about to employ, any of the above

has a financial or other interest in or a tangible personal benefit from a firm considered for a contract or award.

D. Organizational Conflicts of Interest in Federally Funded Procurements: An organizational conflict of interest exists where there is a relationship between a bidder or other potential contractor and the City, which is equivalent to that of a parent company, affiliate, or subsidiary organization. In such cases, the entity having an organizational conflict of interest with the guidance and/or approval from the federal awarding agency. At a minimum, for quotes and formal solicitations, the entity having an organizational conflict of interest should not have participated in the preparation of the City's specifications for the quote or solicitation and should meet all material requirements applicable to other eligible respondents.

# CHAPTER 9: OTHER IMPORTANT FEDERAL GUIDELINES AND POLICIES

# **Disadvantaged Business Enterprises (MBE/WBE)**

The City of North Miami Beach is committed to developing mutually beneficial relationships with minority owned, woman-owned, and disadvantaged business enterprises. Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have maximum opportunity to participate in the performance of contracts for the City, specifically for those projects financed in whole or in part with federal funds under grants, contracts, or cooperative agreements. The City encourages DBEs to compete for contracts and subcontracts and encourages joint ventures between DBE and non-DBE firms who compete for City contracts and subcontracts.

# **Civil Rights**

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance. In most cases, when a recipient receives Federal financial assistance for a particular program or activity, all operations of the recipient are covered by Title VI, not just the part of the program that uses the Federal assistance.

# American with Disabilities Act (ADA)/Section 504 of the Rehabilitation Act

In the broadest sense, it requires that state and local governments be accessible to people with disability. This requirement is applicable to subcontractors and sub recipients.

# **Lobbying Restrictions**

Lobbying restrictions can be found in Section 200.450 of the federal administrative requirements. This section also identifies other agency regulations that discuss lobbying restrictions. Generally, federal grantees and sub-recipients are prohibited from using federal funds to influence federal employees or members of Congress and their staff. If a federal grantee or sub-recipient engages in lobbying activities, they must submit a form SF-LLL, Disclosure of Lobbying Activities, with their grant application.

# **Limited English Proficiency (LEP)**

Language for LEP individuals can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibility, or understanding other information provided by federally funded programs and activities. Title VI of the Civil Rights Act of 1964 requires that recipients take reasonable steps to ensure meaningful access to the information, programs, and services they provide.

# **Drug-Free Workplace**

2 CFR 182, Government-wide requirements for Drug-Free Workplace (Financial Assistance) requires federal grantees and sub-grantees to agree to maintain a drug-free workplace.