INVITATION TO BID



CITY OF CALLAWAY VETERANS PARK DITCH SHORING BID NO: PW2022-17

ADVERTISED: The Bay County News Herald, Monday, November 14, 2022

PREBID MEETING: N/A

BID DEADLINE: 2:00 p.m. Wednesday, December 14, 2022

BIDS/PROPOSALS ARE TO BE SUBMITTED TO:

CITY OF CALLAWAY ATTN: JANICE L. PETERS, CITY CLERK 6601 EAST HWY. 22 CALLAWAY, FL 32404

BID OPENING:

City Hall, 6601 East Highway 22

Janice J. Peters

Janice L. Peters, MMC, City Clerk

INSTRUCTIONS TO BIDDERS/PROPOSERS

Qualified firms are invited to submit a Bid/Proposal to the **CITY OF CALLAWAY** for the **VETERANS PARK DITCH SHORING, BID NO: PW2022-17**, by replying to the enclosed specification. In order for the Bid/Proposal to be considered, complete all items in this specification.

All Bids/Proposals must include one (1) **unbound original** and **three** (3) **copies** and be addressed to:

CITY OF CALLAWAY ATTN: CITY CLERK 6601 EAST HWY. 22 CALLAWAY, FL 32404

Proposals **must be received** at the address listed above no later than 2:00 p.m. on Wednesday, **December 14, 2022.** Late Proposals will not be accepted, regardless of the reason.

Proposal envelopes must be **sealed and marked** with the Bid number, due date, and name of Proposer so as to identify the enclosed submittal. If more than one package is submitted, please mark "1 of 2", "2 of 2", etc.

INTERPRETATION OF SPECIFICATION

All questions pertaining to the terms and conditions of the scope of work of this Bid/Proposal must be submitted **in writing** via email or fax to the City Clerk as shown below:

Janice L. Peters, MMC, City Clerk City of Callaway 6601 East Hwy. 22 Callaway, FL 32404 jpeters@cityofCallaway.com

No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. In accordance with Florida Statutes 287.057(23), "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." Questions must be submitted as referenced above.

All questions must be received at least three (3) calendar days prior to the scheduled opening of Bids/Proposals. Any interpretation of the Bid/Proposal terms, conditions, and/or specification, if made, will be only by Addendum issued by the City Clerk. A copy of such Addendum will be posted to the City's website at www.cityofcallaway.com and mailed to each proposer that received a copy of the advertisement of the Request for Bids/Proposals. IT IS THE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK THE CITY'S WEBSITE FOR ANY ADDENDUMS PRIOR TO SUBMITTING A BID/PROPOSAL. No verbal instructions or interpretations of drawings and specifications will be made other than indicated above.

The City reserves the right to reject any or all proposals, to waive informalities in the Bids/Proposals and to re-advertise for Bids/Proposals. The City also reserves the right to separately accept or reject any item or items of a Bid/Proposal and to award and/or negotiate a contract in the best interest of the City.

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CITY OF CALLAWAY SPECIAL INSTRUCTIONS AND CONDITIONS VETERANS PARK DITCH SHORING BID NO: PW2022-17

* Note: The GENERAL INSTRUCTIONS AND CONDITIONS (attached hereto) apply, except as set forth below, for this Bid.

A. <u>Description</u>: () See Attached (X) As Follows

The purpose of this project is to design and permit a coated steel sheet pile retaining wall to protect the ditch bank adjacent to Veteran's Park in Callaway, Florida. The successful vendor will need licensure as a general contractor and experience with steel sheet pile retaining wall installation.

B. <u>Specifications</u>: (X) See Attached () As follows:

See attached Minimum Technical Specifications

C. <u>Contract/Agreement Required</u>: () None (X) As follows: <u>See enclosed Sample Contract</u>

D. <u>Items to be submitted with Bid</u>: () None (X) As follows:

- One (1) unbound original with three (3) copies of the bid submittal,
- List of three (3) references for similar type work with contact information,
- List of Subcontractors, if applicable,
- <u>Bid/Certification Form(s) with signature page(s)</u>,
- Proof of State of Florida License,
- Public Entity Crimes Statement,
- Drug Free Workplace Certification,
- Proprietary/Confidential Information Form
- Conflict of Interest Disclosure
- <u>Anti-collusion Statement</u>

E. <u>Deadline and place for submission and opening of Bids:</u>

2:00 P.M., WEDNESDAY, DECEMBER 14, 2022 City Hall 6601 East Hwy. 22 Callaway, FL 32404

F. <u>Insurance Requirements</u>: () None (X) As follows:

	Minimum Coverage
Property Damage:	\$ <u>500,000</u>
General Liability:	\$ <u>1,000,000/2,000,000</u>
Automobile Liability:	\$ <u>1,000,000/2,000,000</u>
Workers' Compensation:	\$ Statutory Limit*

Note: Insurance Certificate must be provided by Successful Bidder upon execution of Agreement. City is to be listed on the bidder's/proposer's Certificate of Insurance as additionally insured and certificate holder in order for the City to be notified if the insurance is canceled or modified.

G. <u>Bond Requirements</u>: () None (X) As follows:

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	Amou	<u>nt of Bond</u>
Bid Bond	\$	or <u>5</u> % of Bid
Performance Bond	\$	or <u>100</u> % of Bid
Payment Bond	\$	or <u>100</u> % of Bid
Construction Bond	\$	or <u>N/A</u> % of Bid
Other:	\$	or <u>N/A</u> % of Bid

H. <u>Number of Copies of Bid Forms with original signature(s) Required</u>:

One (1) unbound original, with notarized Signatures, plus three (3) copies

NOTICE: Proposals may be rejected if all documents are not complete and executed, and the numbers of copies specified/requested of each are not submitted with the proposal.

GENERAL INSTRUCTIONS AND CONDITIONS

(1) <u>NOTICE TO BIDDERS/PROPOSERS</u>

The following general instructions and conditions apply to all Requests for Bids/Proposals unless modified by the provisions set forth in the "Special Instructions and Conditions" attached hereto. If there is a conflict between the "Special Instructions and Conditions" and these "General Instructions and Conditions," the provisions in the Special Instructions and Conditions will apply. Note: The General Instructions and Conditions and Conditions are periodically revised; potential Bidders/Proposers should read both carefully prior to submitting a Bid/Proposal. The attached Special Instructions and Conditions apply only to this Bid/Proposal.

(2) <u>SUBMITTAL OF BIDS/PROPOSALS</u>

Qualified businesses or individuals requesting consideration must submit a complete Bid/Proposal with any/all attachments in a sealed package clearly marked with the **name** and **number of the Bid/Proposal**, to the attention of the City Clerk, prior to closing time at the address shown in the **Special Instructions and Conditions** attached hereto. If not so marked as to this wording, sealed and/or received by the closing time, the Bid/Proposal will not be accepted. Bid/Proposal packages, additional information regarding this Bid/Proposal, or the bidding procedures may be obtained by contacting the City Clerk, 6601 East Hwy. 22, Callaway, FL 32404, (850) 215-6694.

It shall be the sole responsibility of the Bidders/Proposers to have their Bid/Proposal delivered on or before the closing time and date stated in the **Special Instructions and Conditions**. Any Bids/Proposals received after the stated time and/or due to delays caused by mail or courier delivery, or any other reason, shall not be opened or otherwise considered, and will be returned at the bidder's/proposer's expense.

Bids/Proposals shall be opened and publicly announced at the City Clerk's Office, City Hall, 6601 East Hwy. 22, Callaway, Florida, after closing of Bids/Proposals, unless otherwise specified in the Special Instructions and Conditions.

(3) <u>SPECIFICATIONS AND REQUIREMENTS</u>

The detailed specifications and additional requirements relating to this Bid/Proposal are set forth in the Special Instructions and Conditions attached hereto.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification as to any details or any omission of a detailed description concerning any point shall be regarded as meaning that only the best construction practices are to prevail and that only new materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of specifications shall be made accordingly by the City.

(4) <u>BID/PROPOSAL FORM</u>

Bidders/Proposers shall complete, sign, and furnish the "Bid Certification Form", together with the forms, specifications and materials required in the "Special Instructions and Conditions" or any exhibits attached hereto. This will include a properly executed Drug-Free Workplace Certification, and a Sworn Statement on Public Entity Crimes Form, pursuant to Section 287.133(3)(a), Florida Statutes. The minimum number of complete Bid/Proposal packages to be submitted is set forth in the Special Instructions and Conditions.

If the "Special Instructions and Conditions" include a "Scope of Work" provision, and/or provide for a supplemental and or implementing agreement, the City reserves the right to modify the "Scope of Services." Further, the terms and conditions of any such agreement shall be modified prior to execution by the City, if such modifications are determined to be in the best interest of the City.

Bids/Proposals may be considered non-responsive, at the sole option of the City, and may be rejected if they include omissions, alterations of form, additions not called for, conditions or limitations, unauthorized alternate Bids/Proposals, submission of less than the number of bid packages requested, or other irregularities of any kind.

Unless otherwise stated, the price(s) set forth in the Bid/Proposal include(s) all costs and expenses for labor, equipment, materials, commissions, transportation charges and expenses, handling material inspection, and patent fees and royalties, together with all other costs and expenses for providing the service, equipment, materials or performing and completing the work as shown according to the plans and specifications herein.

If quotations are requested for the various items of work, they are intended to establish a total price for providing the materials, equipment, services, or completing the work in its entirety. If the Bidder/Proposer determines that the cost for any item of work has not been established by the Proposal Form, the cost for that work is to be included in other applicable Bid/Proposal item(s), so that the Bid/Proposal reflects the total price for completing that work in its entirety.

In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern. Written prices shall govern over figures.

(5) <u>CLARIFICATION AND ADDENDA</u>

Each Bidder/Proposer shall examine all Bid/Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning the interpretation, clarification or additional information pertaining to this Invitation to Bid/Request for Bid/Proposal will be accepted by the City Clerk up to and including three (3) working days prior to the closing date and time stated herein. The issuance of a written addendum signed by the City Clerk is the only official method whereby interpretation, clarification or additional information can be given. The City shall not be responsible for oral interpretations given by any City employee, representative or others. If any addenda are issued, the City will attempt to notify all known prospective Bidders/Proposal, to contact the City Clerk's Office to determine if addenda were issued, and to make such addenda a part of the Bid/Proposal. If an addendum has been issued and was not incorporated in the Bid/Proposal documents submitted by Bidder/Proposer, the Bid/Proposal may not be accepted or considered by the City.

(6) <u>MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS</u>

Unless otherwise specifically stated in the Special Instructions and Conditions, any manufacturer's names, trade names, brand names, catalog numbers, or similar information listed in a specification, are for the purpose of information and illustration, and are not intended to restrict the submission of alternates meeting minimum specifications. The Bidder/Proposer may offer the same or any alternate for which the Bidder/Proposer is an authorized representative, which meets or exceeds the specifications for any item. If a manufacturer's name or model is included in the specification, and a Bid/Proposal is based on alternate products or services which Bidder/Proposer maintains is equivalent and meets or exceeds specifications, Bidder/Proposer is to indicate on the Bid/Proposal Form the manufacturer's name and related information of the alternate, including any deviation from the specifications. Unless expressly noted on the Bid/Proposal that an alternate is being

proposed, and the specification includes a specific manufacturer's model or brand, the Bid/Proposal will be considered as a quotation for the item(s) stated in the specifications.

(7) INFORMATION AND DESCRIPTIVE LITERATURE

Bidders/Proposers must furnish all information requested in the Bid/Proposal packet including but not limited to any sketches, plans, designs, specification, and descriptive literature regarding the product(s)/service(s) being offered. Bids/Proposals which do not comply with these requirements are subject to rejection. Reference to submission of documentation or materials with a previous Bid/Proposal will not satisfy this provision.

(8) <u>BONDS/INSURANCE</u>

If the Bid/Proposal is accepted by the City, it will become a binding contract on both parties. If a bond or cashiers/certified check is required as a bond, it shall be submitted with the Bid/Proposal. If the undersigned shall fail to deliver or perform, or if applicable, execute a contract if provided for herein, then the City may, at its option, determine that the undersigned has abandoned the award/contract, and thereupon such acceptance of the Bid/Proposal and/or award shall be null and void, and any cashiers/certified check or bond accompanying this Bid/Proposal shall be forfeited to and become the property of the City. The full amount of said check, or if a bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any bond or cashiers/certified check accompanying this Bid/Proposal shall be returned to the undersigned within 30 calendar days from the date of award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.

If a bid or proposal bond is required, the bonds of unsuccessful Bidders/Proposers will be returned within 30 calendar days of the Bid/Proposal due date, except as set forth below.

If a proposal is subject to the Competitive Negotiations Act, the bonds will be returned within 60 days of the proposal due date, except for the bond of the 3 highest ranked proposers. Within 30 days of execution of a contract, bonds from the remaining unsuccessful proposers will be returned.

Bid bond, if required, will be returned within 30 calendar days of delivery/acceptance of the item(s) bid or service(s) provided, unless a standard payment and performance bond is required. When a standard Payment and Performance Bond is required, the bid bond of the successful Bidder/Proposer will be returned within 30 calendar days from the date of the Notice to Proceed.

In the event a bid is awarded, a proposal is accepted, and/or a contract is executed, and the Bidder/Proposer chooses not to proceed, or fails to perform for any reason, the bond will be forfeited and retained by the City as partial liquidated damages. Future Bids/Proposals will not be accepted for consideration from the Bidder/Proposer for three (3) years, or such shorter period as the City Commission may determine.

In the event an award/selection is not made within 90 days after the Bid/Proposal due date and the City does not return all bonds, upon 30 business days written request, a bidders/proposer may withdraw their bid or proposal from consideration and obtain a refund of the Bid/Proposal bond.

All Awards will be subject to presentation of any required performance bond or certificate of insurance prior to any purchase authorizations, agreements, contract documents, or delivery. The Bidder/Proposer shall maintain any performance bonds or insurance coverage set forth in the Special Instructions and Conditions, at its own expense. If insurance is required, the City is to be listed on the bidder/proposer's Certificate of Insurance as an additional insured and certificate holder in order that the City will be notified if the insurance is canceled or modified. The certificate shall also list the name of the project/service/equipment purchased, and the expiration

date of the policy. At the City's option, an award may be canceled, and any bid bond forfeited if any required performance bond or insurance certificate is not delivered within 21 calendar days of the date of award.

Note: The provisions of this section are in addition to and not a replacement for, any Bid/Proposal and/or performance bond required in the Special Instructions and Conditions. The foregoing provisions are intended to be in addition to any other legal remedy available to the City for non-performance by a Bidder/Proposer subsequent to the acceptance and/or award of a bid or proposal.

(9) <u>SERVICE AND WARRANTY</u>

If any warranty repair or replacement service is requested in the Special Instructions and Conditions, any deviation or limitation from the requirements is to be expressly stated on the Bid Request for Proposal Certification Form.

If the service or product provided to the City pursuant to the bid consists of computer hardware, software or firmware, the Bidder/Proposer warrants that said product will accurately process/or reflect data from, into and between the twentieth and twenty-first centuries, including leap-year calculations.

(10) <u>CONTRACT FORMS</u>

Any agreement or contract resulting from the acceptance of a Bid/Proposal shall be on forms either supplied by or approved by the City, and shall contain, as a minimum, applicable provisions of the Invitation to Bid/Request for Proposal, and the Bid/Proposal documents to be submitted by Bidder/Proposer, including the Special Instructions and Conditions, General Instructions and Conditions, and all attachments therewith. The City reserves the right to reject any Bid/Proposal or resulting agreement which does not conform to the Invitation to Bid/Proposal and, if applicable, any City requirement relating to such an Agreement.

The City reserves the right to extend any contract or agreement for an additional period of not more than ninety (90) days beyond the original expiration date. Prices in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

The successful Bidder/Proposer will be required to execute any resulting agreement and provide any bonds or insurance certificates required within 10 days of contract execution. Failure to timely execute the necessary bond or insurance certificate will result in cancellation of an award, with no further obligation by the City.

This Bid/Proposal is subject to the appropriation of funds in an amount sufficient to allow continuation of the City's performance in accordance with the terms and conditions of this Bid/Proposal for each and every fiscal year in which this Bid/Proposal is executed and entered into. If funds are not appropriated/available, the City shall provide prompt written notice to the selected Bidder/Proposer that effective thirty (30) days after giving such notice, or upon the expiration of the time for which funds were appropriated, whichever occurs first, the City will thereafter be released of all further obligations related to the Bid/Proposal and/or award.

(11) <u>BID/PROPOSAL EXPENSES</u>

All expenses for preparing and submitting Bids/Proposals to the City are to be borne by the Bidder/Proposer.

(12) <u>VARIANCES</u>

Any variance whatsoever from the Bid/Proposal Specifications are to be clearly identified on the Bid/Proposal form. Acceptance of any proposed variations will be at the sole discretion of the City.

(13) <u>CONFLICT OF INTEREST</u>

The award of a bid or acceptance of proposal is subject to Chapter 112, Florida Statutes. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent who is a city official or employee, or a member of an official's or employee's immediate family. Further, Bidders/Proposers must disclose the name of any city official or employee, or a member of an official's or employee, or a member of an official's or employee's immediate family. Further, Bidders/Proposer's immediate family, who owns directly or indirectly an interest of ten percent (10%) or more in the bidder's/proposer's firm or related business.

(14) <u>DELIVERY</u>

All items provided pursuant to an award are to be delivered prepaid to the City Clerk's Office, 6601 East Hwy. 22, Callaway, Florida 32404-2041, unless a different location is specified in the Special Instructions and Conditions. All delivery charges are to be included in the Bid/Proposal price. No Collect on Delivery (C.O.D.) will be accepted. Title and risk of loss or damage to all items shall be the responsibility of the Bidder/Proposer until delivered to the City.

(15) <u>INSPECTION, ACCEPTANCE AND TITLE</u>

All items delivered pursuant to an award are subject to inspection and review prior to acceptance by the City. Acceptance, evidenced by separately written Notice of Acceptance or full payment, will be made only after verification of compliance with all specifications. Acknowledgment of delivery and/or partial payment does not constitute acceptance.

(16) <u>OWNERSHIP RIGHTS AND PUBLIC RECORDS LAW</u>

Public Records Law. Bidder/Proposer acknowledges that they are familiar with the provisions of the Public Records Law of the State of Florida.

Bidder/Proposer agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, Bidder/Proposer agrees to keep and maintain public records that would be required by the City of Callaway in order to perform the services provided for in this agreement; Bidder/Proposer agrees to provide public access to any required public records in the same manner as a public agency; Bidder/Proposer agrees to protect exempt or confidential records from disclosure; Bidder/Proposer agrees to meet public records retention requirement; and Bidder/Proposer agrees that at the end of the term of this agreement, to transfer all public records to the City of Callaway and destroy any duplicate, exempt or confidential public records.

All products generated by the Bidder/Proposer for the City become the property of the City. The City may require submission of any electronic file version of reports, data, maps, or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), Contractor must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

(17) <u>RESERVED RIGHTS</u>

The City reserves the right to reject any and all Bids/Proposals, with or without statement of cause, request resubmissions, or to waive any irregularities or technicality or negotiate modifications to any Bid/Proposal which may be in the best interest of the City.

Bidders/Proposers which do not normally engage in providing the types of commodities/services specified herein may be required to demonstrate they have sufficient financial support, equipment, and organization to ensure they can satisfactorily perform if awarded a bid/contract under the terms and conditions herein stated.

The City reserves the right to make such investigations as it deems necessary to determine the ability of any Bidder/Proposer to perform the work or service requested. Any information the City deems necessary to make such determinations shall be provided by the Bidder/Proposer upon request as a condition of further consideration of the Bid/Proposal. The applicability of all information obtained, and the City's decision shall be final. By submitting a bid or proposal, Bidder/Proposer authorizes such investigation.

If the contract awarded as a result of this bid is terminated prior to the end of the term, the City reserves the right to award the balance of the contract to the next lowest responsive and responsible bidder.

(18) <u>ADVERTISING</u>

In submitting a Bid/Proposal, Bidder/Proposer agrees not to use the results therefrom as a part of any commercial advertising or marketing purposes without written approval of the City Manager.

(19) GOVERNMENTAL RESTRICTIONS/REQUIREMENTS

In the event any governmental restrictions are imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered in a Bid/Proposal, it shall be the responsibility of the successful Bidder/Proposer to immediately notify the City of the specific regulation which required an alteration, and the specific alterations that will be made to the item(s) bid/proposed. The City reserves the right to accept any such alteration/substitution, including any price adjustments resulting therefrom, or to cancel the award at no expense to the City.

(20) <u>NON-DISCRIMINATION</u>

There shall be no discrimination as to race, sex, color, creed, handicap, or national origin in the selection, award, or operations conducted, or performance related to any bid or proposal.

(21) UNAUTHORIZED EMPLOYEES OR AGENTS

Employment of unauthorized aliens by Bidder/Proposer is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If selected Bidder/Proposer knowingly employs unauthorized aliens, such action shall be cause for unilateral cancellation of this agreement and the City may recover damages from selected Bidder/Proposer resulting from such cancellation. The selected Bidder/Proposer shall be responsible for including this provision in any context with and requiring compliance by any/all subcontracts performing for selected Bidder/Proposer relating to this agreement.

(22) OTHER GOVERNMENTAL ENTITIES - OPTIONAL APPLICATION

In the State of Florida, other Florida public entities may "piggy-back" on competitive Bid/Proposal awards under the same terms and conditions, if all parties are in agreement.

(23) <u>LEGAL NAME</u>

Bids/Proposals shall clearly indicate the legal name and organizational structure, business address, telephone number, and email address of the Bidder/Proposer. Bids/Proposals shall be signed above the typed or printed name and title of the individual submitting the Bid/Proposal. The signer shall warrant he/she has the authority to bind the Bidder/Proposer to the terms and conditions of the submitted Bid/Proposal.

(24) <u>WAGES</u>

State and Federal minimum wage and hour regulation apply to Bidder/Proposer and all subcontractors.

(25) <u>SELECTION</u>

The city intends to award this bid to the lowest responsive and responsible bidder or bidders. However, the city reserves the right to reject any and all Bids/Proposals. The procedures for the selection/award of Bids/Proposals are provided for by Florida Statutes and the City's Charter, Code of Ordinances, and Administrative Policies. Generally, all Bids/Proposals are reviewed by City staff and evaluated by the City Manager, and if required by law, by a Selection Advisory Committee appointed by the City Manager. The type and price of the product(s) or service(s) being acquired determines if an award or selection may be made by the City Manager or requires City Commission approval. For information on which procedure applies to a particular Bid/Proposal contact the City Clerk.

Bids/Proposals will be evaluated based on, but not limited to, one or more of the following criteria as appropriate:

- compliance with specifications,
- price (if applicable),
- capability/adequacy of Bidder/Proposer,
- past and current projects, services or equipment provided to the City,
- delivery schedule,
- prior government projects, services or equipment provided to other jurisdictions, and
- general reputation, location, and references.

Separate procedures and requirements relating to Requests for Bids/Proposals/Qualifications apply for certain grant programs and for professional services, for example the Consultants' Competitive Negotiation Act (Florida Statute 287.055), and by the City's Code. When the City initiates such a Request for

Proposals/Qualifications, the selection process and related procedures are included in the Special Instructions and Conditions.

Pursuant to Chapter 287.087 Florida Statutes, in the event two (2) or more bids are equal with respect to price, quantity, and services, preference will be given to Bidders/Proposers which have implemented Drug-Free Workplace Programs.

Further, per 287.087(11) "If two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise." In addition, at the sole discretion of the City, payment terms, conditions, and other consequential information may be utilized in resolving apparent tie Bids/Proposals.

NOTE: For consideration, Bidder/Proposer must return the Bid Certification Form included in the Bid/Proposal package.

(26) <u>INDEMNIFY</u>

After notification of award, the successful Bidder/Proposer agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, agents, and invites, from and against all claims, suits, sections, damages, or causes of action arising from any personal injury, loss of life or damage to property, sustained by reason of, or as a result of constructing, manufacturing, processing, delivery, or performance of the services or work for which the Bid/Proposal was awarded or any resulting agreement executed, and from and against any orders, judgments, or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in any resulting agreement shall be deemed to affect the rights, privileges, and immunities of the City of Callaway.

The selected Bidder/Proposer, without exception, shall also indemnify and hold harmless the City and its officials, employees, agents, and invites from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City. If the selected Bidder/Proposer uses any design, device or materials covered by patent or copyright, it is mutually agreed and understood that the Bid/Proposal prices include all royalties or costs arising from the use in any way of such design, device or materials involved in the product and/or services provided to the City.

(27) MODIFICATION - AFTER AWARD

Any changes proposed by a Bidder/Proposer after an award in (a) materials used, (b) manufacturing process, (c) construction or (d) specifications, are to be submitted in writing to the City Manager prior to delivery. No changes shall be approved and binding upon the City unless evidenced by a Change Order issued and signed by the City Manager.

(28) <u>ASSIGNMENT</u>

Any purchase order issued pursuant to this bid invitation/request for proposal and the funds which may become due hereunder, are not assignable, except with the prior written approval of the City Manager.

(29) <u>DISCLOSURE</u>

Bidder/Proposer acknowledges by submitting a Bid/Proposal that all information provided to the City is part of the public domain as defined by Florida Statutes and is considered a public record. Information should not be labeled "confidential," unless specifically exempted under said Statutes, and exempts the City from any liability for releasing all information to the public, including inadvertently releasing information deemed confidential by the Bidder/Proposer.

(30) <u>TAXES</u>

The city is a tax-exempt Florida municipality, Federal Employment Identification Number 59-6000-284, Florida State Tax Number 37-02-008131-54C. Copies of Exemption Certificate and related information may be obtained by contacting the City Clerk, City of Callaway, 6601 East Hwy. 22, Callaway, Florida 32404-2041 or (850) 215-6694.

(31) <u>APPLICABLE LAWS/LEGAL VENUE</u>

All applicable laws, regulations and ordinances of the State of Florida, Bay County and the City of Callaway will apply to consideration and award of any Bid/Proposal and the performance of the Bidder/Proposer pursuant thereto and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Bay County, Florida, or the United States District Court for the Northern District of Florida, as applicable.

NOTE: ANY AND ALL PROVISIONS SET FORTH IN THE **SPECIAL INSTRUCTIONS AND CONDITIONS** ATTACHED HERETO, WHICH VARY FROM THESE GENERAL INSTRUCTIONS AND CONDITIONS, SHALL HAVE PRECEDENCE.

CITY OF CALLAWAY AGREEMENT FOR CONTRACTOR SERVICES VETERANS PARK DITCH SHORING BID NO.: PW2022-17

This Agreement made as of this _____ day of, ______, 2022, by and between the **City of Callaway**, Florida - (the "CITY"), and ______, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is ______; Phone: ______.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is to furnish, deliver, and construct all materials, labor, and equipment and to perform all operations in accordance with the plans and specifications and as listed in the Bid Form for **BID NO. PW2022-17 – VETERANS PARK DITCH SHORING.**

CONTRACTOR shall comply with all applicable procedures, guidelines, manuals, standards, and directives as described in the Special Federal Provisions (ATTACHED HERETO AS EXHIBIT A). along with the Davis-Bacon Act (ATTACHED HERETO AS EXHIBIT B). The contractor will also be responsible for including these requirements in any subcontract.

Services of the CONTRACTOR shall be under the general direction of the CITY MANAGER, who may designate a person to act as the CITY'S representative (hereinafter "REPRESENTATIVE") during the performance of this Agreement.

The CITY shall furnish to the CONTRACTOR up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

ARTICLE 2 - SCHEDULE

The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days of approval and will substantially complete the project within <u>180</u> consecutive calendar days after the date of the NOTICE TO PROCEED, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. A Limited Notice to Proceed may be issued to allow for the current state of supply and demand.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed \$______, which includes all direct charges, indirect charges, and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly.
- B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the City Manager's office, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed. Ten percent (10%) of each invoiced amount will be withheld and retained by the CITY until completion of the work to the satisfaction of the CITY.

- C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "<u>final invoice</u>" on the CONTRACTOR'S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.
- D. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONTRACTOR requested change orders.

ARTICLE 4 - TERMINATION

This Agreement may be terminated by the CONTRACTOR on 60 days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms hereof through no fault of the CONTRACTOR. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the CITY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 7 - FEDERAL AND STATE TAX

The CONTRACTOR shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement and the personnel it employs.

ARTICLE 8 – INSURANCE & BONDS

- A. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of \$1,000,000 and \$2,000,000 combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to CITY, and casualty and extended coverage insurance. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date. The general liability insurance policy shall afford minimum protection of \$1,000,000 and \$2,000,000 combined single limit coverage for bodily injury.

Required insurance shall be documented in Certificates of Insurance which provide that CITY shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change. New Certificates of Insurance are to be provided to CITY at least 15 days prior to coverage renewals. City of Callaway, Florida is to be named as an additional insured entity.

If requested by CITY, CONTRACTOR shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, CONTRACTOR shall, at the option of CITY, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least the statutory limit, or provide notarized affidavit of exemption listing relevant statutes. CONTRACTOR shall also purchase any other coverage required by law.

CONTRACTOR'S maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

C. In the event that a performance or payment bond is required due to use of grant funds for the project, by City Commission or as otherwise required, the CONTRACTOR shall not commence work under this Agreement until it has obtained the required bonds and provided such bonds to the CITY.

ARTICLE 9 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include but are not limited to: acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONTRACTOR'S subcontractor(s) and is without the fault or negligence of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence as determined by the CITY, any affected provision of this Agreement shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at anytime.

ARTICLE 10 - LIQUIDATED DAMAGES

Liquidated damages shall be paid to the CITY at the rate of \$200 per day for all work awarded under the contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default.

It is agreed that the amount is the per-diem rate for damage incurred by reason of failure to complete the work. The said amount is hereby agreed upon as the reasonable costs which may be accrued by the CITY after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The CITY shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

ARTICLE 11 - ARREARS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by and for the CITY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent.

Such information and data shall be and will remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps, or other submission of documentation produced for or as a result of this project in addition to paper documents.

The CITY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law.

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the custodian of public records, Janice Peters, City Clerk, at 850-215-6694, by email at <u>jpeters@cityofcallaway.com</u>, or via mail, at 6601 E. Hwy. 22, Callaway, FL 32404.

PUBLIC RECORDS LAW. CONTRACTOR acknowledges that it is familiar with the provisions of the Public Records Law of the State of Florida.

CONTRACTOR agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, CONTRACTOR agrees to keep and maintain public records that would be required by the City of Callaway in order to perform the services provided for in this Agreement; CONTRACTOR agrees to provide public access to any required public records in the same manner as a public agency; CONTRACTOR agrees to protect exempt or confidential records from disclosure; CONTRACTOR agrees to meet public records retention requirement; and CONTRACTOR agrees that at the end of term of this Agreement, to transfer all public records to the City of Callaway and destroy any duplicate exempt or confidential public records.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), Contractor must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement, or representation.

The CONTRACTOR shall hold the CITY, its officers, agents and employees harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify the CITY, its officers, agents and employees, customers, and successors against any damage or claim of any type arising from the negligent or intentional acts or omission of the CONTRACTOR.

ARTICLE 14 - CONTRACT ASSIGNMENT

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title, or interest therein, without written consent of the CITY. The CONTRACTOR shall complete the work contemplated by the terms and conditions of this Agreement in an amount equivalent to at least 50 percent (50%) of the dollar value of work to be performed under this Contract utilizing its own business or corporate entity, so that no single labor, material man, or subcontractor shall be permitted to perform more than 50% of the work contemplated by this Contract.

ARTICLE 15 - AMENDMENT

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by a written instrument executed by the parties hereto.

ARTICLE 16 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 17 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 18 - SEVERABILITY

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY

The person designated by the CITY MANAGER shall serve as the CITY'S REPRESENTATIVE and shall decide questions which may arise as to quality and acceptability of materials furnished and work performed and shall interpret the intent of the Contract Documents with reasonable promptness.

The REPRESENTATIVE will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The REPRESENTATIVE may assign Project Inspector(s) who shall serve to assist the REPRESENTATIVE in determining if the work performed and the materials used meet the Contract requirements. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to stop all or any portion of the work if in his opinion the work is not proceeding according to the requirements of the plans and specifications.

ARTICLE 20 - MODIFICATION

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 21 - CONTRACT DOCUMENTS

The other documents which comprise the entire Agreement are attached hereto, made a part hereof and consist of the following:

- A. Advertisement for Bids,
- B. Special Instructions and Conditions,
- C. General Instructions and Conditions,
- D. Minimum Technical Specifications,
- E. Bid Certification Form Drug-Free Workplace Certification Conflict of Interest Disclosure
- F. Addenda (if any),
- G. Change Orders (if any),
- H. Proprietary/Confidential Information Disclosure Form

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Sales Tax Exempt Purchasing Agreement Public Entity Crimes Statement, Anti-Collusion Statement

I.	Notice of	of Award & Notice to Proceed
Exhibit	А	Special Federal Provisions
Exhibit	В	Current Davis Bacon Act Wage Determination

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein.

ARTICLE 22 - VENUE

All applicable laws, regulations and ordinances of the State of Florida, Bay County and the City of Callaway will apply to consideration and award of any Bid/Proposal and the performance of the bidder/proposal pursuant thereto and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Bay County, Florida, or the United States District Court for the Northern District of Florida, as applicable.

ARTICLE 23 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Callaway 6601 East Hwy. 22 Callaway, Florida 32404 Attention: Janice L. Peters, City Clerk Phone: (850) 215-6694 Fax: (850) 871-2224 Email: jpeters@cityofCallaway.com

With a copy to: Kevin D. Obos, Esq. City Attorney Hand Arendall Harrison Sale, LLC 304 Magnolia Avenue Panama City, FL 32401 Phone: (850) 769-3434 Fax: (850) 769-6121

and if sent to the CONTRACTOR shall be mailed to:

Contractor:	
Attn:	
Address:	
Phone:	
E-Mail:	

Either party may change its address noted above by giving written notice to the other party in accordance with the requirements of the Section.

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONTRACTOR, and one to the CITY CLERK for filing in the official records.

CITY CLERK

CITY OF CALLAWAY, FLORIDA

Attest:	Janice L. Peters, MMC City Clerk	By:Keith E. Cook, City Manager
Contracto (2 REQU	or Witnesses: /IRED)	Contractor:
Witness:	Name	Business Name
	Signature	By: Signature
		Print Name and Title
APPROVE CITY OF	ED AS TO FORM FOR THE RELIANCE OF THE CALLAWAY ONLY:	

KEVIN D. OBOS, HAND ARENDALL HARRISON SALE CITY ATTORNEY

EXHIBIT A

SPECIAL FEDERAL PROVISIONS

A. GRANT CONDITIONS

FEMA funding requirements apply to projects funding in part or in whole with funds made available by the Federal government.

1. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 CFR 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all Federally-assisted construction contracts in excess of \$10,000. The recipient must comply with these regulations and must obtain compliance with 41 CFR 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 CFR 60-4. The goal for participation of women in each trade area must be as follows:

- a. From April 1, 1981, until further notice: 6.9 percent;
- b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at CFR 60- 4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,
- c. Goals for minority participation must be as prescribed by Appendix B-Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included if appropriate) in all federally assisted contracts subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-6.

2. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms

The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) (e) of this paragraph.

3. Davis Bacon Act, as amended (40 U.S.C.3141—3148)

Davis-Bacon Act-related provisions are applicable for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; or for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, all prime construction contracts in excess of \$2,000 awarded by the non-Federal entity must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141—3144, and 3146—3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determination made by the Secretary of Labor. In addition contracts must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to Treasury. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to Treasury. See Attachment Nos. 1, 2, and 3 of this Section.

4. Equal Opportunity Clause

Pursuant to 41 CFR 60-1.4(b), Federally assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 CFR Part 60-1—Obligations of Contractors and Subcontractors, [t]he [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

41 CFR §60-1.4 Equal opportunity clause. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or

purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Revised ADA Standards for Accessible Design for Construction Awards

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects.

6. Historic Artifact Discovery

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

EXHIBIT B

DAVIS-BACON ACT

General Decision Number: FL20220105 02/25/2022 Superseded General Decision Number: FL20210105 State: Florida Construction Type: Heavy County: Bay County in Florida.

HIGHWAY 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)(2)-(60).

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 \$15.00 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 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 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 2022.

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 www.dol.gov/whd/govcontracts.

D (

Modification Number Publication Date

0	01/07/2022
1	02/25/2022

ENGI0653-012 10/01/2012

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Cranes 100 Tons & Over (Conventional & Hydraulic)	&	
Tower Cranes	\$26.30	11.13
Cranes Under 100 Tons	\$25.30	11.13
Oiler	\$23.85	11.13
Cranes w/350' or more boom and/or 400-ton capacity	– additional \$1.	10 per hour
Cranes w/500' boom and/or 600-ton capacity – addition	onal \$1.45 per ho	our

IRON0798-008 10/01/2021

IRONWORKER, STRUCTURAL	\$28.00	16.37
PAIN0164-006 06/01/2021		
PAINTER: Brush, Roller and Spray	\$20.21	12.38
*SUFL2009-144 06/24/2009		
CARPENTER	\$15.36	0.00
CEMENT MASON/CONCRETE FINISHER	\$14.77**	3.50
ELECTRICIAN	\$17.25	3.02
LABORER: Common or General	\$ 9.13**	1.02
LABORER: Landscape	\$ 7.25**	0.00
LABORER: Pipelayer	\$11.51**	2.94
LABORER: Power Tool Operator (Hand Held Drills/Saws,		
Jackhammer and Power Saws Only)	\$10.63**	2.20
OPERATOR: Asphalt Paver	\$11.59**	0.00
OPERATOR: Backhoe Loader Combo	\$16.10	2.44
OPERATOR: Backhoe/Excavator	\$13.11**	1.51
OPERATOR: Bulldozer	\$15.00	4.98
OPERATOR: Grader/Blade	\$16.00	2.84
OPERATOR: Loader	\$13.89**	2.07
OPERATOR: Mechanic	\$14.32**	0.00
OPERATOR: Roller	\$10.76**	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	\$ 8.52**	0.25
TRUCK DRIVER: Lowboy Truck	\$12.73**	0.00
TRUCK DRIVER: Off the Road Truck	\$12.21**	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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 www.dol.gov/whd/govcontracts.

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) (ii)).

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.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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

CITY OF CALLAWAY SALES TAX EXEMPT PURCHASING AGREEMENT

THIS SALES TAX EXEMPT PURCHASING AGREEMENT made as of ______, between _______, hereinafter called the "Contractor" and the City of Callaway, Florida, hereinafter called the "Owner."

RECITALS

- 1. Contractor and Owner entered a contract dated ______, for Bid No. <u>PW2022-17</u>, and the performance of the work described therein.
- 2. Contractor and Owner desire to enter into an arrangement whereby certain purchases under the Contract <u>may be made</u> through the Owner as a means of taking advantage of the Owner's status of being exempt from sales and use taxes.
- 3. The Owner is exempt from sales and use taxes. As such it is exempt from the payment of sales and use tax on purchases of tangible property, materials, etc., necessary for the performance of work under construction contracts, provided the Owner determines it is to its best interest to do so, and provided the purchase of such properties, materials, et cetera, are handled in the manner hereinafter described.
- 4. <u>Should the Owner determine</u> that it is in its best interest to provide the opportunity to eliminate the payments of sales tax for tangible property, materials, etc., to be used in the construction of this project, it will notify the Contractor of its intent to do so.

AGREEMENT

- 1. The parties intend by this Agreement to comply with the procedures and elements described in Florida Department of Revenue Technical Assistance Advisements 01A-003 (January 8, 2001) and 00A-083 (December 21, 2000), and any conflict or ambiguity in this Agreement shall be resolved in favor of meeting the elements necessary to make tax exempt the purchases contemplated by this Agreement.
- 2. The Owner shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any supplies, materials or equipment included in the Contractor's bid for the Contract. The Owner reserves the right to require Contractor to assign to the Owner agreements with suppliers for such goods. Contractor shall, from time to time submit, update and keep current, for consideration by the Owner, a list of all materials, supplies and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the materials, supplies and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish material, supplies and equipment with an aggregate purchase value of less than \$5,000 need not be listed. Contractor's initial list is attached, incorporated and marked "Exhibit B." Goods not required for the performance of the Contract shall not be purchased under this Agreement. The Owner reserves the right to delete or add items from this Agreement when it is in the Owner's best interest.

- 3. The Owner will be liable for the payment of all purchases properly made hereunder.
- 4. Contractor shall notify all suppliers not to make sales to the Contractor under this Agreement.
- 5. For each purchase approved by the Owner to be made under this Agreement, the Contractor shall furnish the Owner, in writing, information sufficient for the Owner to issue to the supplier its Owner purchase order for the requested item, which shall include as an attachment the Owner's Certificate of Exemption. Suppliers will render statements for materials purchased to the Owner in care of the Contractor. After accepting the goods, reviewing and approving the invoices, Contractor will forward the invoices to the Owner's Engineer for approval, processing and delivery to the Owner for payment. Contractor will keep and furnish to the Owner all such records, summaries, reports of purchase orders and invoices, and reports of the status and use of goods handled under this Agreement, as the Owner may reasonably require.
- 6. The Contract provides that Contractor will perform the work under the Contract for a notto-exceed sum of \$______, as may be amended from time to time as provided in the Contract. Said amount, as amended, due Contractor under the Contract, shall be reduced by the sum of all amounts paid by the Owner for materials and equipment purchased under this Agreement, including any shipping, handling, insurance or other, similar charges paid by the Owner, and all of the savings of sales and use tax on the purchase of such items.
- 7. The Contractor shall submit his proposal for base bid and proposals for each Alternate with the inclusion of all required taxes including applicable sales and use tax, the same is if tax were to be paid in the normal manner. Any sales and use tax savings will be affected during the performance of the Contract.
- 8. Contractor shall immediately notify all subcontractors and material and equipment dealers of the Owner's intent to possibly reduce the construction cost of the project by the purchase of properties, materials, et cetera, in the manner herein described and the Contractor shall not withhold his consent to the arrangement.
- 9. Administrative costs incurred by the Contractor with this Agreement, including administering the purchases in the name of the Owner, shall be considered to be included in the base bid proposal for work. No addition shall be added to the Contract amount because of the service provided by the Contractor in the purchase of property, materials, et cetera, in the name of the Owner.
- 10. All sales and use tax savings on the purchase of property, materials, et cetera, shall be credited to the Owner and the amount of the Contract shall be reduced by the full amount of savings which are affected by the omission of payment of sales and use tax.

- 11. By virtue of its payment of material and equipment invoices, the Owner further intends to benefit from any discounts offered for timely payment to the extent of one-half of the discount offered, the remaining one-half to accrue to the Contractor as an incentive for the Contractor to process invoices well within the discount period. The Contractor shall pay any late penalties caused by their failure to facilitate the processing of invoices within allotted time.
- 12. The Contractor, not withstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, guarantee and otherwise be responsible for all materials, the same as would have been the case if the tax saving procedures were not implemented.
- 13. The Contractor as bailee shall have the obligation of receiving, inspecting, storing and safekeeping all goods and materials purchased on behalf of the Owner pursuant to this Agreement. Further, the Contractor shall be responsible for the cost of replacing or repairing any goods or materials lost, stolen, damaged or destroyed while in the Contractor's possession or control as bailee, as well as processing all warranty claims for defective goods and materials to the same extent as if such goods had been Contractor-supplied or purchased in the name of the Contractor.
- 14. Contractor shall maintain separate accounting records for all transactions carried out under the authority granted to it under this Agreement. Such records shall be open to the Owner or its authorized agent during normal business hours of Contractor.
- 15. As equitable and legal owner of the materials and equipment purchased under this Agreement, the Owner shall bear the risk of loss thereto and shall have the insurable interest therein. Therefore, Contractor shall, at no additional cost to Owner, cause the Owner to be insured or named as an additional insured as its interest may appear against any loss or damage to such goods to the extent of their full insurable value. All such insurance shall be in such form and through such companies as may be reasonably acceptable to Owner and Contractor shall provide Owner certificates thereof requiring each insurer to provide the Owner ten (10) days written notice in advance of cancellation or modification of coverage.
- 16. Contractor shall be fully responsible for all matters relating to the procurement of materials and equipment covered by this Agreement, including but not limited to, overseeing that the correct materials and the correct amounts are received timely with appropriate warranties; for inspecting and accepting the goods; and for unloading, handling and storing the materials until installed. Contractor shall inspect the materials when they arrive at the job site, verify that all necessary documentation accompanies the delivery and conforms with the Owner's purchase order, and forward the invoice to the Owner for payment if the goods are conforming and acceptable. Contractor shall verify that the materials conform to plans and specifications and determine before installation that such materials are not defective. Contractor shall manage and enforce the warranties on all materials and equipment covered by this Agreement. Contractor shall be responsible to the Owner for its failure to fully and timely perform its obligations under this paragraph, and this Agreement generally.

- 17. Whenever title to the materials and equipment covered by this Agreement passes to the Owner prior to being incorporated into the work, the Contractor's possession of the goods is a bailment until such time as each of such goods is returned to the Owner by being incorporated into the work.
- 18. The Owner shall not be liable for delays in the work caused by delays in delivery of or defects in the goods covered by this Agreement, nor shall such delays or defects excuse Contractor in whole or in part from its obligation to timely perform the Contract.
- 19. In the event Contractor objects to the payment of any invoice for goods covered by this Agreement, Contractor shall at no additional cost to the Owner, provide all assistance, records and testimony necessary or convenient for the Owner to resolve the supplier's claim for payment.
- 20. This Agreement and the authority granted to Contractor hereunder may be revoked by the Owner at any time upon verbal or written notice to Contractor at its offices located at ______, during normal business hours.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names as of the date and year first above written.

CONTRACTOR:

By: _____

Printed Name

Title

OWNER:

CITY OF CALLAWAY

By: ___

Eddie Cook, City Manager

Date: _____

Attest: ____

Janice L. Peters, City Clerk


PROPOSAL CHECKLIST

CITY OF CALLAWAY VETERANS PARK DITCH SHORING BID NO: PW2022-17

FORMS/ITEMS TO BE RETURNED WITH YOUR PROPOSAL!

The following forms are to be completed/signed by the Proposer and submitted to the City:

- 1. Bid/RFP Certification Form(s),
- 2. One (1) unbound set of bid packet with original notarized signatures, plus three (3) copies
- 3. Bid Bond or Cashier's Check/Certified Check in the amount of 5% of bid,
- 4. Sales Tax Exempt Purchasing Agreement,
- 5. Proof of Insurance in amounts required by the City with the City listed as Certificate Holder and Additionally Insured (See Special Instructions & Conditions),
- 6. State of Florida Contractor License
- 7. Public Entity Crime Statement, [Complete items 1 and 6; notarized signature required]
- 8. Drug-Free Workplace Certification Form, [Complete Part I; notarized signature, or sign Part II]
- 9. List of Subcontractors with names of directors or owners, addresses, telephone numbers, and email address (if applicable),
- 10. List of references for similar type work with contact information.
- 11. Proprietary/Confidential Information Form
- 12. Conflict-of-Interest Disclosure
- 13. Anti-Collusion Statement
- **Note:** Incomplete Bid/Proposal submissions may not be accepted/considered. Do not modify the forms! Any additional information you desire to present may be included as an attachment.

Reminder: Submit requested number of copies! (See Special Instructions and Conditions)

BID CERTIFICATION FORM CITY OF CALLAWAY VETERANS PARK DITCH SHORING BID NO: PW2022-17

PROPOSERS CERTIFICATION TO THE CITY OF CALLAWAY:

- 1. The undersigned warrants that: (A) This Proposal is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, Instructions to Proposers, General Instructions and Conditions, Special Instructions and Conditions, Bid/RFP Certification Forms, the Minimum Technical Specifications, Addendum, Exhibits, Agreement, Bonds, and Insurance Requirements, each of which has been carefully examined, (B) Proposer or Proposer's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, and (C) agrees that if the Proposal is accepted by the City, Proposer will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth, and (D) he/she is authorized to legally execute binding contracts for and on behalf of the Proposer.
- 2. Please check one:
 - Proposer declares that the only person, persons, company, or parties interested in this Proposal are named in the Proposal.
 - Proposer, or one or more of Proposer's officers, principals, or any owner of more than 5% in or of proposer, or members of their immediate families: (A) have a financial interest in another company, project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of proposer) if Proposer is selected by the City for the requested services. (Attach a detailed explanation for either.)
- 3. Bid Bond If the Proposal is accepted by the City, it will become a binding contract on both parties. If a Bid Bond or Cashier's Check/Certified Check is required, it shall be submitted with the Proposal. If the undersigned shall fail to deliver or perform, or if applicable, execute a Contract as stated herein, then the City may, at its option, determine that the undersigned has abandoned the Award/Contract, and thereupon such Bid and/or Award shall be null and void, and any Cashier's Check/Certified Check or Bond accompanying this Bid shall be forfeited to and become the property of the City, and the full amount of said check, or if a Bid Bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any Bond or Cashier's Check/Certified Check accompanying this Bid shall be returned to the undersigned within 30 calendar days from the date of Award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.
- 4. Vendor proposes and agrees to provide all materials, services or equipment required for the City of Callaway **VETERANS PARK DITCH SHORING BID NO: PW2022-17**, for the Total Sum(s) as follows: (*Totals must match breakdown of costs for each part on next page.*) Dollar Amount (\$_____) Written Amount:
- 5. Number of days from date of the Notice to Proceed that will be required for the final completion of all work as described herein.

(Maximum 180 Calendar Days)

6. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Proposal, including alternates.

BID CERTIFICATION VETERANS PARK DITCH SHORING					
	BID 1	PW2022	-17		
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	FLOATING TURBIDITY BARRIER	70	LF		
2	SILT FENCE (INCLUDES REMOVAL)	280	LF		
3	CLEARING AND GRUBBING	0.15	AC		
4	DEMOLITION (FLUMES, DROP INLETS)	1	LS		
5	REGULAR EXCAVATION	600	CY		
6	EMBANKMENT/FILL	1200	CY		
7	DEWATERING	2	МО		
8	2'x2' REINF. CONCRETE CAP	37	CY		
9	COATED STEEL SHEET PILE	5,075	SF		
10	#57 STONE	100	CY		
11	FILTER FABRIC	570	SY		
12	12" ADS INLINE DRAIN SYSTEM	1	LS		
13	PEDESTRIAN GUARDRAIL (ALUMINUM)	250	LF		
14	RIPRAP, BANK AND SHORE	250	TN		
15	SIGNAGE	1	LS		
16	SOD (MATCH EXISTING)	500	SY		
17	ASPHALT (FOR WALKING PATH)	20	SY		
18	STRUCTURAL LOAD TEST	2	EA		
	SUBTOTAL				
		BOND	S AND INS	URANCE (2%)	
	MOBILIZATION AND GENERA	AL COND	ITIONS (M	AXIMUM 5%)	
			GRANI	D SUBTOTALS	
			CONTING	GENCY @ 25%	
TOTAL BID SUBMISSION			\$		

Name of Bidder:	
Business structure: () Corporation, () Partnership, () Indivi	dual, () Other:
If a Partnership:	
Name(s) of Partner(s):	
If a Corporation:	
Incorporated in State of: Date	e of Incorporation:
Business Address:	
City:StateZip	
Telephone Number: () Fax ()	
E-mail Address:	
Submitted By:	Affix Corporate Seal
(Print) Title:	(If Corporation)
Signature:	
ATTEST:Secretary	
By:	-
Print Name	
State of Florida County of	The foregoing instrument was acknowledged before me by means of Physical Presence or Online Notarization
The foregoing instrument was acknowledged before me this who is personally known to me or who presented an oath.	day of, 20, by, as identification, and who (did) (did not) take
[Signature of Notary Public] [Printe	ed, typed or stamped name of Notary Public)

NOTE: BIDS MAY BE REJECTED IF ALL DOCUMENTS ARE NOT COMPLETE AND EXECUTED, AND THE NUMBER OF COPIES SPECIFIED/REQUESTED OF EACH ARE NOT SUBMITTED WITH THE BID.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to *City of Callaway, Florida, a Municipal Corporation, 6601 East*

Hwy. 22, Callaway, Florida 32404 by	
	[print individual's name and title]
for	whose business
[print name of entity submitting swor	rn statement]
address is	
	and (if applicable) it's Federal Identification Number
(FEIN) is	(If 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), <u>Florida Statutes</u>, 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 any agency or political subdivision of any other state and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), <u>Florida Statutes</u>, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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 the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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 (ONE) 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, <u>FLORIDA STATUTES</u> FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]	PW2022-17 [Reference: RFP Number]		
Sworn to and subscribed before me this day of	, 20 Personally known or produced		
identification [Type of identification]	The foregoing instrument was acknowledged before me by means of Physical Presence or Online Notarization Notary Public - State of My Commission expires:		
	[Signature of Notary]		
	[Printed, typed or stamped commissioned name of Notary Public]		

CITY OF CALLAWAY DRUG-FREE WORKPLACE CERTIFICATION

Please complete Part I or Part II as applicable.

Part I - PROGRAM IMPLEMENTED

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the Bid/Proposal submission date, the Bidder/Proposer is requested to certify that as part of their drug-free workplace program, they have:

- 1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specified the actions that will be taken against employees for violations of such prohibition.
- 2. Informed employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Given 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, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (3) days after such conviction.
- 5. Imposed a sanction on, or required 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. Made a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that I/we have established a drug-free workplace pro-	ogram meeting the foregoing minimum requirements.		
[Printed, typed name]	[Signature]		
State of Florida County of			
The foregoing instrument was acknowledged before me this day of, 20, by, who appeared by means of Physical Presence or Online Notarization, is personally known to me or who presented as identification, and who (did) (did not) take an oath.			
[Signature of Notary Public]	[Printed, typed or stamped name of Notary Public]		
	[Commission Number of Notary Public]		
Part II - PROGRAM NOT IMPLEMENTED			
A program meeting the above stated requirements has not been established or has not been fully implemented prior to Bid/Proposal closing date, and therefore I/we are not eligible for certification as a drug-free workplace.			
[Signature]	[Date]		

CITY OF CALLAWAY PROPRIETARY/CONFIDENTIAL INFORMATION VETERANS PARK DITCH SHORING BID NO. PW2022-17

Name of Firm of Bidder/Vendor:

Trade secrets or proprietary information submitted by a Vendor shall not be subject to public disclosure under the Freedom of Information Act; however, the Vendor must invoke such protections provided by state law, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Vendor refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

□ Check this box if there are none.

This document must be completed and returned with proposal.

CITY OF CALLAWAY VETERANS PARK DITCH SHORING BID NO. PW2022-17

CONFLICT OF INTEREST DISCLOSURE

The award of a bid or acceptance of proposal is subject to Chapter 112, Florida Statutes*. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent who is a city official or employee, or a member of an official's or employee's immediate family. Further, Bidders/Proposers must disclose the name of any city official or employee, or a member of an official's or employee's immediate family, who owns directly or indirectly an interest of ten percent (10%) or more in the bidder's/proposer's firm or related business.

CERTIFICATION

- I declare that I do not have any matters which might give rise to a real or perceived conflict of interest.
- I hereby disclose that the following named person(s) is an Officer, Director, or Agent who is also a City Official, Employee, or member of a City Official or Employee's immediate family and could pose a possible conflict of interest:

Name:		
Affiliation		

By signing below, I affirm that I have read and understood the principles of conflict-of-interest disclosure and I have made full disclosure of all matters that may put me in a conflict-of-interest situation in performing my role.

I acknowledge that non-disclosure could result in action being taken to terminate my work with the City of Callaway and potentially bar me from submissions of Bids/RFPs in the future.

Signature

Printed Name

Company

Project/Bid/RFP Number:		Date:
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*Florida Statutes Chapter 112.311(5) It is hereby declared to be the policy of the state that no officer or employee of a state agency or of a county, city, or other political subdivision of the state, and no member of the Legislature or legislative employee, shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest.

ANTI-COLLUSION STATEMENT

I hereby attest that I am the person responsible within my company for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

- A. The price(s) and amount of this Bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other company or person who is a Bidder or potential Prime Bidder.
- B. Neither the price(s) nor the amount of this Bid have been disclosed to any other company or person who is a Bidder or potential Prime Bidder on this Project, and will not be so disclosed prior to Bid Opening.
- C. Neither the prices nor the amount of the Bid of any other company or person who is a Bidder or potential Prime Bidder on this Project have been disclosed to me or my company.
- D. No attempt has been made to solicit, cause or induce any company or person who is a Bidder or potential Prime Bidder to refrain from Bidding on this project, or to submit a Bid higher than the Bid of this company, or any intentionally high or noncompetitive Bid or other form of complementary Bid.
- E. No agreement has been promised or solicited for any other company or person who is a Bidder or potential Prime Bidder on this Project to submit an intentionally high, noncompetitive or other form of complementary Bid on this project.
- F. The Bid of my company is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any company or person to submit any intentionally high, noncompetitive or other form of complementary Bid.
- G. My company has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any company or person, or offered, promised or paid cash or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by any company or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.

- H. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by any company or person, whether in connection with this or any other Project, in consideration for my company's submitting any intentionally high, noncompetitive or other form of complementary Bid, or agreeing or promising to do so, on this Project.
- I. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval, or submission of my company's Bid on this Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
- J. I understand and my company understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment of the true facts relating to submission of Bids for this Contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature

Company Name

Title

Address

Date

Phone Number

CITY OF CALLAWAY VETERANS PARK DITCH SHORING BID NO: PW2022-17

TECHNICAL SPECIFICATIONS

The purpose of this project is to design and permit a coated steel sheet pile retaining wall to protect the ditch bank adjacent to Veteran's Park in Callaway, Florida.

The park has experienced major weathering and erosion of its eastern area due to extreme rainfall and bank failure of the stormwater conveyance ditch which runs beneath Cherry Street and drains into Lannie Rowe Lake to the south.

The proposed steel retaining wall will create a fortified channel boundary for stormwater conveyance and the incidental backfill will provide additional park space that has been lost over the years due to erosion. In addition, large riprap will be placed north and south of the proposed wall to connect with the existing system and extend slope armoring. Riprap will also be placed along the foot of the wall to eliminate the threat of scour and dissipate future flow energy. A portion of the existing streambed has been identified for restoration via clearing and dredging efforts in order to further reduce impacts of future storm events and protect the retaining wall by providing flow area for the water which is redirected by the wall.

The wall itself will have a concrete cap and pedestrian railing to increase recreational use of the space. West of the wall, well-draining #57 stone will be used to prevent a buildup of hydrostatic forces that could lead to erosion and structural damage. The area will be sodded and a new ADS drain system installed to improve the existing stormwater system and drainage. This will increase the recreational value of the park for citizens.

CITY OF CALLAWAY VETERANS PARK DITCH SHORING BID NO: PW2022-17

TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS

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033001	Cast in Place Concrete
FDOT	Section 560 – Coating New Structural Steel

SECTION 02262

STEEL SHEET PILING

PART 1 GENERAL

1.01 SCOPE

A. Summary of Work: The CONTRACTOR shall furnish all labor, materials, and equipment necessary to install all temporary and permanent sheet piling, including wales, tie rods, and bolts, for the structure as indicated on the Drawings and specified herein.

1. SECTION 01300 Submittals

2. FL DEPT of TRANSPORTATION Specification 560, Coating of New Structural Steel, July 2022 (ATTACHED)

1.02 APPLICABLE STANDARDS AND PUBLICATIONS:

A. Standards or Codes: The edition of the publications of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. See the various paragraphs for the specified standard. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.

1. ASTM INTERNATIONAL (ASTM)

- a. A325 Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength
- b. A36 Standard Specification for Carbon Structural Steel
- c. A328 Standard Specification for Steel Sheet Piling
- d. A563 Standard Specification for Carbon and Alloy Steel Nuts
- e. A572 Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel
- f. F3125 Standard Specification for High Strength Structural Bolts, Steel and Alloy Steel, Heat Treated, 120 ksi (830 MPa) and 150 ksi (1040 MPa) Minimum Tensile
- g. F436 Hardened Steel Washers

2. AMERICAN WELDING SOCIETY (AWS)

- a. D1.1 Structural Welding Code Steel
- 1.03 DEFINITIONS (Not Applicable)

1.04 SUBMITTALS

- A. The CONTRACTOR shall make submittals for Steel Sheet Piling in accordance with SECTION 01300 and the following provisions. The CONTRACTOR shall be responsible for coordination of materials, equipment, and installation regardless if the submittals are made together or separately.
 - 1. For Permanent Sheet Piles:
 - a. Materials submission as identified in Part 2 of this SECTION.
 - b. Pile driving installation plan.
 - c. Submit certification that surface preparation and protective coatings have been applied in conformance with specifications.
 - d. Make and model of pile-driving hammer.
 - e. Weight of capblock assembly, cushion dimensions, type of cushion material, and cushion stiffness.
- B. During pile driving, the CONTRACTOR shall submit records to the CLIENT each day including the following for each sheet pile:
 - 1. Key plan of the wall with each pile numbered/marked.
 - 2. Name of structure and pile number
 - 3. Driven pile length
 - 4. Pile length after cut off
 - 5. Pile cut off and tip elevations
 - 6. Ground surface elevation during driving
 - 7. Final driving resistance and pressure gauge readings or hammer stroke
 - 8. Date and time of day pile is driven
 - 9. Heaving or redriving data
 - 10. Remarks concerning pile-driving operations
- C. Protective Coatings
 - 1. Submit coating material product information including material data sheets and coating application plan describing coat sequence, thickness and extents
 - 2. The CONTRACTOR shall submit certification that surface preparation and protective coatings have been applied in conformance with specifications.

1.05 QUALIFICATIONS

A. Experience Requirement:

1. The CONTRACTOR shall have a minimum of five (5) years of experience installing steel sheet piles.

1.06 **RESPONSIBILITIES**

A. The CONTRACTOR shall be responsible for layout of the piles to the location shown on the Drawings. The CONTRACTOR shall establish monitoring devices and benchmarks as required to complete the WORK. The CLIENT shall provide elevation reference for the CONTRACTOR to mark each pile along its entire length at one (1) foot intervals and along at least the last foot of driving at one (1) inch increments, so as to permit determination of the pile tip elevation and corresponding driving resistances during driving.

1.07 CERTIFICATIONS AND TESTING Not Used

1.08 INSPECTION COORDINATION

The CONTRACTOR shall provide access to the WORK for the CLIENT as requested for inspection. The CONTRACTOR shall provide at least 48-hour advance notice of its intention to begin new WORK activities.

1.09 WARRANTY

- A. The MANUFACTURER shall warrant the EQUIPMENT, MATERIALS and PRODUCTS specified in this SECTION against defective materials and workmanship with the MANUFACTURER's standard warranty, but for no less than one (1) year from the date of Substantial Completion.
- B. The CONTRACTOR shall warrant the WORK against defects for one (1) year from the date of Substantial Completion.

PART 2 PRODUCTS

2.01 DRIVEN STEEL SHEET PILES

- A. The CONTRACTOR shall provide Steel Sheet Pile in accordance with the following:
 - 1. Sheet piles shall be the size and make as shown on Drawings or approved equal.
 - 2. Permanent steel sheet piles shall be manufactured of hot-rolled steel conforming to ASTM A572, Grade 50 as shown on Drawings. Use of cold-rolled and/or cold-formed temporary and permanent sheet piles is not permitted.
 - 3. Sheet piles shall not have a camber or sweep in excess of the permitted mill tolerance.

- 4. Store on platforms, skids or other supports at the Site and support to prevent excessive deflection.
- 5. Sheet pile points shall be reinforced with protector as manufactured by Associated Pile and Fitting Corporation or CLIENT approved equal. Points shall be welded to the piles in accordance with the MANUFACTURER's recommendations and conforming to AWS D1.1.
- B. The CONTRACTOR shall drive steel sheet piles to the specified elevation.
- C. The CONTRACTOR shall provide equipment for driving steel sheet piles as required to complete the WORK and as specified below:
 - 1. The sheet piles shall be driven with an approved single, partial double-acting or double-acting steam, air, diesel, or vibratory hammer.
 - 2. The pile driving hammer shall be operated at all times at the speeds and conditions recommended by the hammer MANUFACTURER.
 - 3. The boiler or compressor capacities for the steam or air-operated hammers shall be sufficient to operate the hammer continuously at the full rated speed and energy.
 - 4. For the steam- or air-operated hammer drivers, the CONTRACTOR shall provide a pressure gauge to be located on the hammer steam or airline in a position such that it can be clearly read by the pile driver operator.
 - 5. For the double-acting diesel hammers, the CONTRACTOR shall provide a pressure gauge to be located in a position such that it can be clearly read by the pile driver operator.
 - 6. For a single-acting diesel hammer, the CONTRACTOR shall mark the ram as approved by the CLIENT to permit determination of the stroke.
- D. Capblock and Cushion:
 - 1. The CONTRACTOR shall submit to the CLIENT details concerning the stiffness of the capblock and cushion assembly and the coefficient of restitution and weight of the capblock and cushion assembly two (2) weeks prior to driving.
- E. The CONTRACTOR shall provide Wales and Plates conforming to ASTM A36 and Hardened Washers conforming to ASTM F436.
- F. The CONTRACTOR shall provide tie rods consisting of cold rolled threaded bars, nuts and couplers conforming to ASTM A615 Grade 75, or as specified on Drawings.

- G. The CONTRACTOR shall provide bolts and nuts as follows:
 - 1. Bolts shall conform to ASTM F3125, otherwise as indicated on the Drawings.
 - 2. Nuts shall conform to ASTM A563.
 - 3. Washers should conform to ASTM F436.
- H. The CONTRACTOR shall provide threaded bar connectors machined from ASTM A615 Grade 75 bar stock.
- I. The CONTRACTOR shall provide shop protective coatings as follows:
 - 1. Apply to all wales, tie rods, and accessories.
 - 2. Apply to all sheet piling on both sides to at least two (5) feet below the mud line, except as otherwise indicated on the Drawings.
 - 3. Conform to coating system as specified in FDOT Specification Section 560.

PART 3 EXECUTION

3.01 DRIVEN SHEET PILES

The CONTRACTOR shall provide pile driving equipment and drive steel sheet piles in accordance with the following:

- A. Templates: A template shall be provided for each location and be constructed to locate the relative position of the proposed piling layout.
- B. Equipment for Driving Steel Sheet Piles:
 - 1. All pile-driving equipment shall be subject to the CLIENT's approval after inspection at the job Site.
 - 2. At any time during the progress of the WORK, equipment, which in the CLIENT's opinion, is in poor operating condition will not be approved for pile installation.
- C. Driving Procedure:
 - 1. Sheet piles shall not be driven until inspected and approved for driving.
 - 2. No piles shall be driven within 100 feet of concrete less than seven (7) days old, unless authorized by the CLIENT.
 - 3. Drive piles in contact with surrounding soil and leave all permanent piles in place.
 - 4. Do not drive coated piling until coating has cured a minimum of one (1) week (7 days).

- 5. Prior to driving pilings in water, a horizontal line shall be painted on both sides of each piling at a fixed distance from the bottom so that it is visible above the water line after installation. This line shall indicate the profile of the bottom elevation of installed pilings so potential problem areas can be identified by abrupt changes in elevation.
- 6. Pilings shall be driven with the proper size hammer and by approved methods to ensure no damage to the piles and proper interlocking over their entire lengths. Driving hammers shall be maintained in proper alignment during driving operations by the use of leads or guides attached to the hammer. Caution shall be taken in the sustained use of vibratory hammers when a hard driving condition is encountered to avoid interlock melt or other damage. The use of vibratory hammers should be discontinued, and impact hammers employed whenever the penetration rate due to vibratory loading is one (1) foot or less per minute.
- 7. A protective cap shall be employed during driving when using impact hammers to prevent damage to the tops of the pilings. Pilings damaged during driving or those driven out of interlock shall be removed and replaced at the CONTRACTOR's expense.
- 8. Pilings shall be driven without the aid of a water jet, unless authorized by the CLIENT. Authorized jetting shall be performed on both sides of the pilings simultaneously and must be discontinued at least five (5) feet before final seating of pilings. Adequate precautions shall be taken to ensure that pilings are driven plumb. If the forward or leading edge of the piling wall is found to be out of plumb, the piling being driven shall be driven to the required depth and tapered pilings shall be driven to interlock with the out-of-plumb leading edge. If approved, other corrective measures may be employed to ensure that succeeding pilings are plumb. The maximum permissible taper for any tapered piling shall be 1/8 inch per foot of length.
- 9. Pilings in each run or continuous length of piling wall shall be driven alternately, in increments of depth, to the required elevation. No piling shall be driven to a lower elevation than those behind it in the same run, except when the pilings behind it cannot be driven deeper. If the piling next to the one being driven tends to follow below final elevation, it may be pinned to the next adjacent piling. If obstructions restrict driving a piling to the specified elevation, the obstructions shall be removed or penetrated with a chisel beam. If the CONTRACTOR demonstrates that removal or penetration is impractical, the CONTRACTOR shall make changes in the design alignment of the piling structure as directed to ensure the adequacy and stability of the structure. Pilings shall be driven to the depths shown and shall extend up to the elevation indicated for the tops of the piles.
- D. Bearing Elevation:
 - 1. The sheet piles shall be driven to the bearing elevation indicated on the Drawings, unless otherwise allowed by the project Geotechnical Engineer.

E. Cutoff:

- 1. Piles shall be cut off perpendicular to the vertical axis of the pile and to within one half inch of the cutoff elevation indicated.
- 2. Remove the portion of the pile cut off from the Site.
- 3. If excavation is required to achieve pile cutoff, remove the excess excavated materials as directed by the CLIENT.
- 4. Apply protective coatings to all exposed cut ends.
- 5. Splicing shall not be permitted without approval of the CLIENT.
- F. Installation Tolerance:
 - 1. Tolerances in Driving: All piles shall be driven with a variation of not more than one quarter inch per foot of pile length from the vertical for plumb piles. Top of pile shall be within three (3) inches of the location indicated. Manipulation of piles to force them into position will not be permitted. All piles will be checked for heave. Piles found to have heaved shall be redriven to the required point elevation.
- G. Predrilling and Jetting: Predrilling or jetting will not be permitted without written approval from the CLIENT.
- H. Recoating: The CONTRACTOR shall reapply the protective coatings to any exposed surfaces where the original coating is damaged during delivery and installation.
- I. Rejected Piles:
 - 1. The CLIENT will determine the acceptability of all piles driven and may reject those piles that do not conform to the specifications.
 - 2. Perform one of the following, as directed by the CLIENT, for those piles that have been rejected.
 - a. Leave the piles in place, cut off as directed and drive one or more new piles in locations designated by the CLIENT.
 - b. Withdraw the pile and drive a new pile.
- J. Sheet Pile Bracing: Install permanent wales, tie rods and accessories as indicated.
- K. Provide temporary bracing as required prior to installation of permanent bracing.

-- End of Section --

SECTION 03 30 01 - CAST-IN-PLACE CONCRETE – BUILDING AND BUILDING FLATWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.
- B. Related Requirements:
 - 1. N/A

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mix concrete manufacturer.
 - d. Concrete Subcontractor.
 - e. Special concrete finish Subcontractor.
 - 2. Review special inspection and testing and inspecting agency procedures for field quality control, concrete finishes and finishing, cold- and hot-weather concreting procedures, curing procedures, construction contraction and isolation joints, and joint-filler strips, semirigid joint fillers, forms and form removal limitations, shoring and reshoring procedures, vapor-retarder installation, anchor rod and anchorage device installation

tolerances, steel reinforcement installation, methods for achieving specified floor and slab flatness and levelness, concrete repair procedures, and concrete protection.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement. Detail all reinforcement in plan an d
- D. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
 - 1. Location of construction joints is subject to approval of the Engineer.
 - 2. See drawings for approved joint locations.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer, manufacturer and testing agency.
- B. Material Certificates: For each of the following, signed by manufacturers:
 - 1. Cementitious materials.
 - 2. Admixtures.
 - 3. Form materials and form-release agents.
 - 4. Steel reinforcement and accessories.
 - 5. Waterstops.
 - 6. Floor and slab treatments.
 - 7. Bonding agents.
 - 8. Adhesives.
 - 9. Vapor retarders.
 - 10. Semirigid joint filler.
 - 11. Joint-filler strips.
 - 12. Repair materials.
- C. Material Test Reports: For the following, from a qualified testing agency:
 - 1. Aggregates: Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.

- D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer, detailing fabrication, assembly, and support of formwork. Provide signed/sealed shop drawings with individual calculations or system selection rationale by supervising professional engineer.
 - 1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.
- E. Minutes of preinstallation conference.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs the personnel qualified as ACIcertified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
 - 2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.

1.8 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on concrete mixtures.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.
- B. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

1.10 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
 - 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- B. Hot-Weather Placement: Comply with ACI 301 and as follows:
 - 1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301.
 - 2. ACI 117.

2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 - 1. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - a. Medium-density overlay, Class 1 or better. Overlay shall be new and unused.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that produce surfaces with gradual or abrupt irregularities not exceeding

specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.

- D. Void Forms:
 - 1. Biodegradable paper surface, treated for moisture resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.
 - 2. Expanded Polystyrene (EPS) Geofoam void former assembly with horizontal and lateral anchorage against buoyant movement during concrete placement. Provide detailed and engineered assembly shop drawings and engineering calculation for anchorage.
- E. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- F. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- G. Form Ties: Factory-fabricated, removable or snap-off glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 - 1. Furnish units that leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
 - 2. Furnish ties that, when removed, leave holes no larger than 1 inch in diameter in concrete surface.
 - 3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Plain-Steel Wire: ASTM A 1064/A 1064M, as drawn.
- C. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, plain, fabricated from asdrawn steel wire into flat sheets.

2.4 REINFORCEMENT ACCESSORIES

- A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.
- B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

1. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.

2.5 CONCRETE MATERIALS

- A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- B. Cementitious Materials:
 - 1. Portland Cement: ASTM C 150/C 150M, Type I, gray or white.
 - 2. Fly Ash: ASTM C 618, Class F.
 - 3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.
- C. Normal-Weight Aggregates: ASTM C 33/C 33M, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.
 - 1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- D. Air-Entraining Admixture: ASTM C 260/C 260M.
- E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 - 2. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
- F. Water: ASTM C 94/C 94M and potable.

2.6 WATERSTOPS

- A. Flexible PVC Waterstops: CE CRD-C 572, with factory-installed metal eyelets, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. BoMetals, Inc.
 - b. Sika Greenstreak.
 - c. Vinylex Waterstop & Accessories.
 - 2. Profile: Ribbed with center bulb.
 - 3. Dimensions: As indicated; nontapered.

- B. Self-Expanding Rubber Strip Waterstops: Manufactured rectangular or trapezoidal strip, bentonite-free hydrophilic polymer-modified chloroprene rubber, for adhesive bonding to concrete, 3/8 by 3/4 inch.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Adeka Ultra Seal/OCM, Inc.
 - b. CETCO, a Minerals Technologies company.
 - c. Grace Construction Products; W.R. Grace & Co. -- Conn.
 - d. Sika Greenstreak.

2.7 VAPOR RETARDERS

- A. Sheet Vapor Retarder: ASTM E 1745, Class A. Include manufacturer's recommended adhesive or pressure-sensitive tape. All seams shall be lapped and closed continuously watertight.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Fortifiber Building Systems Group, Moistop Ultra 15.
 - b. Insulation Solutions, Inc., Viper VaporCheck 16 mil Class A
 - c. Poly-America, L.P., Yellow Guard 15 mil
 - d. Raven Industries, Inc., Vapor Block 15. Vapor Block G 15
 - e. Reef Industries, Inc., Griffolyn 15 Mil Green
 - f. Stego Industries, LLC., Stego Wrap Vapor Barrier 15 Mil
 - g. Tex-Trude, Inc., X-TREME 15 mil Class A
 - h. W. R. Meadows, Inc., Perminator 15 Mil Class A

2.8 LIQUID FLOOR TREATMENTS

- A. Penetrating Liquid Floor Treatment: Clear, chemically reactive, waterborne solution of inorganic silicate or siliconate materials and proprietary components; odorless; that penetrates, hardens, and densifies concrete surfaces.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. ChemMasters, Inc., Chemisil Plus
 - b. ChemTec Int'l., ChemTec One
 - c. Curecrete Distribution Inc., Ashford Formula
 - d. Dayton Superior., Sure Hard Densifier J17
 - e. Euclid Chemical Company (The); an RPM company., Euco Diamond Hard
 - f. Kaufman Products, Inc., SureHard LS
 - g. L&M Construction Chemicals, Inc., Seal Hard
 - h. Metalcrete Industries., Siliseal
 - i. PROSOCO, Inc., LS
 - j. US SPEC, Division of US MIX Company., Industraseal
 - k. Vexcon Chemicals Inc., StarSeal PS Floor

2.9 CURING MATERIALS

- A. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- B. Water: Potable.

2.10 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork.
- B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 or aromatic polyurea with a Type A shore durometer hardness range of 90 to 95 according to ASTM D 2240.
- C. Bonding Agent: ASTM C 1059/C 1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.
- D. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:
 - 1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.11 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C 150/C 150M, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 - 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by underlayment manufacturer.
 - 4. Compressive Strength: Not less than 4100 psi at 28 days when tested according to ASTM C 109/C 109M.
- B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C 150/C 150M, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 - 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.

- 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
- 4. Compressive Strength: Not less than 5000 psi at 28 days when tested according to ASTM C 109/C 109M.

2.12 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Use fly ash, pozzolan, slag cement, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.
- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.06 percent by weight of cement.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing, high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
 - 2. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a w/c ratio below 0.50.

2.13 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Footings: Normal-weight concrete.
 - 1. Minimum Compressive Strength: 3000 psi at 28 days.
 - 2. Maximum W/C Ratio: 0.50.
 - 3. Slump Limit: 5 inches, plus or minus 1 inch.
 - 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
- B. Slabs-on-Grade: Normal-weight concrete.
 - 1. Minimum Compressive Strength: 3000 psi at 28 days.
 - 2. Maximum W/C Ratio: 0.50.
 - 3. Slump Limit: 5 inches, plus or minus 1 inch.
 - 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
 - 5. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.
- C. Suspended Slabs: Normal-weight concrete.
 - 1. Minimum Compressive Strength: 3000 psi at 28 days.

- 2. Maximum W/C Ratio: 0.50.
- 3. Slump Limit: 5 inches, plus or minus 1 inch.
- 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
- 5. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.
- D. Sheet Pile Wall Caps: Normal-weight concrete.
 - 1. Minimum Compressive Strength: (See Drawings).
 - 2. Maximum W/C Ratio: (See Drawings).
 - 3. Slump Limit: 5 inches, plus or minus 1 inch.
 - 4. Air Content: 6 percent, plus or minus 1 percent at point of delivery for 3/4-inch nominal maximum aggregate size.

2.14 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.15 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M, and furnish batch ticket information.
 - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:
 - 1. Class A, 1/8 inch for smooth-formed finished surfaces.
 - 2. Class B, 1/4 inch for rough-formed finished surfaces.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

- 1. Install keyways, reglets, recesses, and the like, for easy removal.
- 2. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Chamfer exterior corners and edges of permanently exposed concrete, ³/₄" in size unless noted otherwise.
- I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.
 - 2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.

3.3 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.
 - 1. Leave formwork for beam soffits, joists, slabs, and other structural elements that support weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.

- 2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material are not acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Engineer.

3.4 SHORING AND RESHORING INSTALLATION

- A. Comply with ACI 318 and ACI 301 for design, installation, and removal of shoring and reshoring.
 - 1. Do not remove shoring or reshoring until measurement of slab tolerances is complete.
- B. In multistory construction, extend shoring or reshoring over a sufficient number of stories to distribute loads in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members without sufficient steel reinforcement.
- C. Plan sequence of removal of shores and reshore to avoid damage to concrete. Locate and provide adequate reshoring to support construction without excessive stress or deflection.

3.5 VAPOR-RETARDER INSTALLATION

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.
 - 1. Lap joints 6 inches and seal watertight with manufacturer's recommended tape.

3.6 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

E. Install welded-wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.7 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.
 - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
 - 2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
 - 3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
 - 4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
 - 5. Space vertical joints in walls as indicated. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
 - 6. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
 - 7. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
 - 1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated.
 - 2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface where joint sealants, specified in Section 07 92 00 "Joint Sealants," are indicated.
 - 3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.8 WATERSTOP INSTALLATION

- A. Flexible Waterstops: Install in construction joints and at other joints indicated to form a continuous diaphragm. Install in longest lengths practicable. Support and protect exposed waterstops during progress of the Work. Field fabricate joints in waterstops according to manufacturer's written instructions.
- B. Self-Expanding Strip Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions, adhesive bonding, mechanically fastening, and firmly pressing into place. Install in longest lengths practicable.

3.9 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Engineer and as directed by Quality Control Ready-Mix Vendor Lab.
- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
 - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
 - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- D. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
 - 1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - 2. Maintain reinforcement in position on chairs during concrete placement.
 - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
 - 4. Slope surfaces uniformly to drains where required.
 - 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

3.10 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces not exposed to view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces exposed to view, or to receive a rubbed finish.
- C. Rubbed Finish: Apply the following to smooth-formed-finished as-cast concrete where indicated:
 - 1. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix 1 part portland cement and 1 part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.11 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch in one direction.
 - 1. Apply scratch finish to surfaces to receive concrete floor toppings.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.
 - 1. Apply float finish to surfaces to receive trowel finish.
- D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of

trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.

- 1. Apply a trowel finish to surfaces exposed to view.
- 2. Finish and measure surface, so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.-long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/8 inch.
- E. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.
 - 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Engineer before application.

3.12 MISCELLANEOUS CONCRETE ITEM INSTALLATION

- A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with inplace construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations:
 - 1. Coordinate sizes and locations of concrete bases with actual equipment provided.
 - 2. Construct concrete bases 6 inches high unless otherwise indicated and extend base not less than 12 inches in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated or unless required for seismic anchor support.
 - 3. Minimum Compressive Strength: 3000 psi at 28 days.
 - 4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of concrete base.
 - 5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete substrate.
 - 6. Prior to pouring concrete, place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 7. Cast anchor-bolt insert into bases. Install anchor bolts to elevations required for proper attachment to supported equipment.

3.13 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.
- C. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- D. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
 - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
 - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.

3.14 LIQUID FLOOR TREATMENT APPLICATION

- A. Penetrating Liquid Floor Treatment: Prepare, apply, and finish penetrating liquid floor treatment according to manufacturer's written instructions.
 - 1. Remove curing compounds, sealers, oil, dirt, laitance, and other contaminants and complete surface repairs.
 - 2. Do not apply to concrete that is less than 28 days' old.
 - 3. Apply liquid until surface is saturated, scrubbing into surface until a gel forms; rewet; and repeat brooming or scrubbing. Rinse with water; remove excess material until surface is dry. Apply a second coat in a similar manner if surface is rough or porous.

3.15 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
 - 1. Defer joint filling until concrete has aged at least one month(s). Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.
- C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

3.16 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Engineer. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
 - 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
 - 2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar matches surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
 - 3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Engineer.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
 - 1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
 - 2. After concrete has cured at least 14 days, correct high areas by grinding.
 - 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
 - 4. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
 - 5. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
 - 6. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and

loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

- E. Perform structural repairs of concrete, subject to Engineer's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Engineer's approval.

3.17 FIELD QUALITY CONTROL

- A. Special Inspections: Contractor will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Inspections:
 - 1. Steel reinforcement placement.
 - 2. Headed bolts and studs.
 - 3. Verification of use of required design mixture.
 - 4. Concrete placement, including conveying and depositing.
 - 5. Curing procedures and maintenance of curing temperature.
 - 6. Verification of concrete strength before removal of shores and forms from beams and slabs.
- C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:
 - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
 - a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 - 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 - 3. Air Content: ASTM C 231/C 231M, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - 4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample.
 - 5. Compression Test Specimens: ASTM C 31/C 31M.
 - a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
 - b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.

- 6. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
 - a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
 - b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
- 7. When strength of field-cured cylinders is less than 85 percent of companion laboratorycured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
- 8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- 9. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- 10. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
- 11. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Engineer.
- 12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- 13. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

3.18 PROTECTION OF LIQUID FLOOR TREATMENTS

A. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.

END OF SECTION 03 30 01

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SECTION 560 COATING NEW STRUCTURAL STEEL

560-1 Description.

Coat new structural steel in accordance with the requirements of this Section. Apply the coating system designated in the Contract Documents.

560-2 Materials.

560-2.1 Coating System: Use only coating products and systems meeting the requirements of Section 975 and listed on the Department's Approved Product List (APL). All components of coating systems must be from the same manufacturer.

Use Type M coal tar epoxy coatings meeting the requirements of Section 926 and listed on the Department's APL for coating of permanent bulkhead sheet piles and H piles.

560-2.2 Thinners, Solvents and Cleaners: Use thinners, solvents and cleaners listed on the coating manufacturer's product data sheet.

560-2.3 Caulking: Use caulks that are paintable, compatible with the coating system and recommended by the coating manufacturer as part of the coating system.

560-2.4 Soluble Salts Test Kit: Measure the soluble salts using methods in compliance with SSPC-Guide 15, Table 1. Use a fully automated conductivity meter, fiber strip or multi-step patch, cell, or ring. Ensure the test sleeve or cell creates a sealed, encapsulated environment during ion extraction and is suitable for testing all structural steel surfaces.

560-2.5 Abrasives: Use properly sized abrasives to achieve the required cleanliness and anchor profile. Use abrasives meeting the requirements of SSPC-AB 1, Mineral and Slag Abrasives, SSPC-AB 2, Cleanliness of Recycled Ferrous Metallic Abrasives, or SSPC-AB 3, Newly Manufactured or Re-Manufactured Steel Abrasive and do not introduce any contamination that interferes with the coating application and performance.

Submit certification to the Engineer that the abrasives used meet the requirements of this Section and do not contain any chlorides and other salts.

For non- metallic abrasives, verify compliance with the conductivity and cleanliness requirements of SSPC-AB1. For recycled abrasives, verify compliance with the conductivity and cleanliness requirements of SSPC-AB 2 after each recycling or more frequently if required by the Engineer. Select a sample from each recycling machine in use and conduct the water-soluble contaminant and oil content tests outlined in SSPC-AB 2 at least one time each week or more frequently if directed by the Engineer. Conduct the non-abrasive residue and lead content tests as directed by the Engineer. If test results do not meet requirements, notify the Engineer immediately, remove and replace the abrasive, clean the recycling equipment, and conduct tests each day to confirm the equipment is functioning properly. Return to the weekly testing interval as directed by the Engineer.

560-2.6 Rust Preventative Compound: Use a Class 3 rust preventative compound meeting the requirements of Military Specification MIL-C-11796C, Corrosion Preventative Compound, Petrolatum, Hot Applied.

560-2.7 Storage: Store materials in conformance with the manufacturer's recommendations.



560-3 Equipment.

560-3.1 Compressed Air: Use a compressed air system capable of delivering clean, dry, continuous nozzle pressure to achieve the required surface cleanliness and profile or spray pattern. The system must comply with the instructions and recommendations of the manufacturer of the abrasive blasting system or coating application system.

560-3.2 Abrasive Blasting System: Design the blasting system to produce the specified cleanliness and profile.

560-3.3 Coating Application System: Use the coating application equipment approved by and in accordance with the coating manufacturer's technical data requirements.

560-4 Environmental, Health and Safety Requirements.

Isolate the work areas with containment devices, canvasses, tarpaulins or screens during all surface preparation and coating application operations. Dispose of all debris and waste products generated in accordance with all Federal, State and Local regulations.

560-5 Quality Control (QC).

560-5.1 Shop Preparation and Application: Prior to applying coatings, submit a current Corporate Quality Control Plan approved by the American Institute of Steel Construction (AISC) under the Sophisticated Paint Endorsement Program or SSPC under the SSPC-QP3 certification or NACE International Institute Contractor Accreditation Program (NIICAP) AS-1S certification program to the State Materials Office for approval.

560-5.2 Field Preparation and Application: For the surface preparation of steel and application of coatings, submit a current Corporate QC Plan approved by SSPC under the SSPC-QP1 or NIICAP AS-1F certifications and a site specific coating plan to the Engineer at least 14 calendar days prior to beginning coatings work. For the removal of hazardous coatings, submit a current Corporate QC Plan approved by SSPC under SSPC-QP2 and a site specific coating plan to the Engineer at least 14 calendar days prior to beginning coatings work. Do not begin coatings work until the site specific coating plan has been approved by the Engineer.

560-5.3 Inspection: Ensure that all inspection equipment is maintained in accordance with the manufacturer's instructions, calibrated, and in good working condition. Ensure that all activities are observed and approved by a quality control coatings inspector meeting the requirements of this Section. Maintain daily inspection reports at the job site for review by the Engineer. Submit all daily inspection reports upon completion of the project to the Engineer or more frequently as requested by the Engineer.

560-6 Qualifications.

560-6.1 Shop: Submit documentation to the Engineer at least 14 days prior to beginning work that the shop performing any work in accordance with this Section is certified by AISC Sophisticated Paint Endorsement or by SSPC to the requirements of SSPC-QP3.

560-6.2 Field Contractor: Submit documentation to the Engineer at least 14 days prior to beginning work that the field contractor performing any work in accordance with this Section is certified by SSPC to the requirements of SSPC-QP1 and/or SSPC-QP2 as appropriate.

560-6.3 Quality Control (QC) Personnel in the Shop and Field:

560-6.3.1 Quality Control Inspectors: Personnel performing coating QC activities must be employed by the coating contractor. Submit documentation to the Engineer that all personnel performing QC inspections are certified, at a minimum, as a National Association of Corrosion Engineers (NACE) International Coating Inspector Level I or a SSPC



Bridge or Protective Coatings Inspector Level 1. QC inspectors must report directly to a QC Supervisor.

560-6.3.2 Quality Control Supervisor: Personnel performing coating activities in the supervisory position must be certified either as a NACE International Coating Inspector Level 3 or a SSPC Bridge or Protective Coatings Inspector Level 2.

560-6.4 Certifications: Maintain certifications for the duration of the Contract. If the certifications expire, do not perform any work until certifications are reissued. Notify the Engineer of any change in certification status.

560-7 Surface Preparation.

560-7.1 General: Ensure all surfaces to be coated are clean, dry, and free from oil, grease, dirt, dust, soluble salts, corrosion, peeling coating, caulking, weld spatter, mill scale and any other surface contaminants. Prepare all surfaces that will become inaccessible after fabrication, erection, or installation while accessible. Sequence the surface preparations and coating operations so that freshly applied coatings will not be contaminated by dust or foreign matter. Protect all equipment and adjacent surfaces not to be coated from surface preparation operations. Protect working mechanisms against intrusion of abrasive. In the event that any rusting or contamination occurs after the completion of the surface preparation, prepare the surfaces again to the initial requirements. Perform surface preparation work only when the temperature of the steel surface is at least 5°F above the dew point temperature.

560-7.2 Mechanical Removal of Surface Defects: Break all corners resulting from sawing, burning, or shearing. In areas where burning has been used, remove the flame hardened surface of the steel to the extent necessary to achieve the required surface profile after abrasive blast cleaning. Remove all weld slag and weld spatter. Conduct all of this work in accordance with AASHTO/NSBA Steel Bridge Collaboration S 8.1.

560-7.3 Cleaning: Clean all steel surfaces in accordance with the requirements of SSPC-SP 1.

560-7.4 Washing: Clean all steel surfaces in accordance with the requirements of SSPC-SP 12 LPWC WJ4.

560-7.5 Soluble Salts Detection and Removal: When using SSPC Guide 15, Table 1 retrieval methods, determine the chloride, sulfate and nitrate concentrations on all steel surfaces using soluble salts test kits meeting the requirements of 560-2.4. Perform the tests after washing and after each applied coat of the coating system. Ensure the non-visible surface contaminant concentration on blast-cleaned surfaces does not exceed the limits in Table 560-1. When quality control documentation at a fixed location indicates 36 months of historical sequential contaminant levels below those specified in Table 560-1, the Department may allow testing frequency to be reduced to one chloride contamination test per day. When any concentration or conductivity measurement exceeds the levels given in Table 560-1, rewash the entire surface area and retest all potentially contaminated steel to the satisfaction of the Engineer. If additional washing does not reduce the concentration to the acceptable level, a surface treatment or water additive may be used. Use a surface treatment or water additive that is approved by the coating system supplier and the Engineer.



1		
	Table 560-1	
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Coating Stage	Frequency of Test	Acceptance Criteria
Post-Blast, Pre-Coating	1 test (per 1,000 ft ²)	$\leq 17 \ \mu g/cm^2 \ Sulfates$ $\leq 10 \ \mu g/cm^2 \ Nitrates$ $\leq 70 \ \mu S/cm^2 \ Conductivity$ $\leq 7 \ \mu g/cm^2 \ Chlorides$
Between Coats	3 tests (first 1,000 ft ²) 1 test (ea. Additional 1,000 ft ²)	\leq 7 µg/cm ² Chlorides

560-7.6 Abrasive Blast Cleaning: Prepare steel by abrasive blast cleaning to "nearwhite" metal condition as defined in SSPC-SP 10. Use SSPC VIS 1 as an aid in establishing cleanliness. After abrasive blast cleaning, ensure the surface profile meets the requirements of the coating manufacturer's product data sheet. Determine the surface profile in accordance with ASTM D4417, Method B or C.

Perform all abrasive blast cleaning within a containment system to ensure confinement of all particulates. Design the containment system to comply with all applicable Federal, State, and Local regulations. Ensure the abrasive blast cleaning does not produce holes, cause distortion, remove metal, or cause thinning of the substrate.

560-7.7 Hand and Power Tool Cleaning: Prepare steel by power and hand tool cleaning as defined in SSPC-SP 11, SSPC-SP 15, SSPC-SP 3, and SSPC-SP 2 for touch up and repair when approved by the Engineer. Use SSPC-VIS 3 as an aid in establishing cleanliness.

560-8 Surfaces Not to be Coated.

560-8.1 Galvanized Surfaces: Do not coat galvanized surfaces unless specified in the Contract Documents. When painting is required by the Contract Documents, perform sampling and testing in accordance with Section 649 and 975-4.

560-8.2 Surfaces to be in Contact with Concrete: Do not coat the areas of contact surfaces of steel to be encased or embedded in concrete, or coated with concrete unless specified in the Contract Documents. When specified, prepare the contact surfaces and apply primer.

560-8.3 Faying Surfaces: After application of the primer, protect the contact surfaces of members to be joined by high-strength bolts in friction type joints from all other coatings and foreign material.

560-8.4 Machine Finished Surfaces: Apply a coating of rust preventative compound to all machine finished or similar surfaces that are not to be coated, or will not be coated immediately.

560-8.5 Surfaces to be Welded: Mask off surfaces within 1 inch of field welded connections before the application of any shop coating. Apply a mist coat of primer that is less than 1 mil dry film thickness to surfaces where shear studs will be welded.

560-9 Application.

560-9.1 General: Apply a complete coating system to all structural steel surfaces except surfaces indicated in 560-8. Apply a complete coating system to all surfaces that will become inaccessible after fabrication, erection, or installation.



Apply the prime coat in the shop. Apply the intermediate coat in the shop or field. Only apply the finish coat after erection and after concrete work is complete.

Prior to the application of any coating, inspect the substrate for contamination and defects, and prepare the surface in accordance with 560-7 before application of the next coat.

Apply each coat including a stripe coat in a color that contrasts with the substrate or preceding coat. For exterior surfaces, apply a finish coat color meeting FED-STD-595, Shade 36622, unless otherwise specified in the Contract Documents.

560-9.1.1 Interior Box or Tub Girders: Apply a coat of white amine epoxy directly to the surface of all interior components of steel box or tub girders. Caulk and paint all bolted assemblies and joints in accordance with 560-9.7. When stud welding is specified, apply a mist coat of inorganic zinc-rich primer to the top flange at a dry film thickness no greater than 1 mil. Prevent rust bleeding from the top flange from staining adjacent painted surfaces.

560-9.2 Weather and Temperature Limitations: Do not spray coating when the measured wind speed in the immediate coating area is above 15 miles per hour. Do not apply coatings when contamination from rainfall is imminent or when the ambient air temperature, relative humidity, dew point temperature, or temperature of the steel is outside limits of the coating manufacturer's product data sheet.

560-9.3 Protection of Adjacent Surfaces: Protect all surfaces and working mechanisms not intended to be coated during the application of coatings. Clean surfaces that have been contaminated with coatings until all traces of the coating have been removed. Do not allow material from cleaning and coating operations to be dispersed outside the work site.

560-9.4 Mixing and Thinning: Mix all coatings in accordance with the manufacturer's product data sheet. Only mix complete kits. Use thinners and solvents in accordance with the requirements of the coating manufacturer's product data sheet and confirm that the amount of thinner added does not result in the coating exceeding VOC regulations stated in Section 975.

Perform all mixing operations over an impervious surface with provisions to prevent runoff to grade of any spilled material.

560-9.5 Application Methods: Use coating application equipment and apply coatings per the coating manufacturer's product data sheet. Application with brushes may be permitted for minor touchup of spray applications, stripe coats, or when otherwise approved by the Engineer. Adjust spray equipment to produce an even, wet coat with minimum overspray. Apply coatings in even, parallel passes, overlapping 50 percent. Agitate coatings during application as required by the coating manufacturer's product data sheet.

560-9.6 Stripe Coating: Use an aluminum epoxy mastic that is at least 80% solids by volume and is approved to be compatible with the coating system by the coating system manufacturer. Apply a stripe coat after the prime coat, but prior to applying the intermediate coat. Also, apply a stripe coat after the intermediate coat but prior to the finish coat. Apply the stripe coat per the manufacturers published product data sheet but no less than 3 mils dry film thickness. Apply both stripe coats to achieve complete coverage on welds, corners, crevices, sharp edges, bolts, nuts, rivets, and rough or pitted surfaces. A stripe coat of translucent coatings is not required. Do not apply subsequent coats until the previous stripe coat has cured per the manufacturer's product data sheet for recoating. Stripe coating is not required for the inside surface area of all steel box girders.

560-9.7 Sealing Using Caulk: Apply caulk after the intermediate coat has cured to a condition suitable for recoating in accordance with the manufacturer's product data sheet, and before application of the finish coat. Completely seal the perimeter of all cracks and crevices,



joints open less than 0.5 inch, and skip-welded joints using caulk. Apply the caulk to the joint following the caulk manufacturer's recommendations. Ensure the caulk bead has a smooth and uniform finish and is cured according to the caulk manufacturer's curing schedule prior to the application of the finish coat. Caulking the perimeter of bolted splice plates are not required unless directed by the Engineer. Caulking cracks or crevices less than 0.003 inches in width within the interior surface of box girders is not required.

560-9.8 Thickness of Coats: Apply coatings to the thickness as identified in the manufacturer's product data sheet. After application of each coat, thoroughly inspect the surfaces and measure the dry film thickness (DFT) in accordance with SSPC-PA 2. As an exception to SSPC-PA2, the DFT of the prime coat shall not be less than the minimum specified by the manufacturer's product data sheet. When the DFT is deficient or excessive, correct in accordance with the coating manufacturer's recommendations and retest the area.

560-9.9 Coating Drying, and Curing: Apply coatings within the time specified by the coating manufacturer's product data sheet for drying and recoating. Test the coating for proper cure before handling and shipping. Test for cure in accordance with the manufacturer's recommended method. Meet the requirements of ASTM D4752 for inorganic zinc primers or ASTM D5402 for organic zinc primers when the manufacturer's technical data sheet does not state a specified cure test. Obtain the acceptance criteria from the coating manufacturer and report the results to the Engineer.

Prior to assembling bolted connections, test and verify that the primer coating on the faying surfaces has cured to a resistance rating of 5 in accordance with ASTM D4752, ASTM D5402, or the coating manufacturer's requirements. If cure testing is performed per the coating manufacturer's requirements, submit the test results to the Engineer for approval prior to assembling the bolted connection.

560-9.10 Coating Finish: Apply each coat free of runs, sags, blisters, bubbles, and mud cracking; variations in color, gloss, or texture; holidays; excessive film buildup; foreign contaminants; orange peeling; and overspray.

560-10 Touchup and Repair.

560-10.1 Faying Surfaces: Reapply primer to all damaged surfaces using an approved organic zinc-rich primer. Do not use epoxy mastics on faying surfaces. Maintain a class B slip-critical coefficient by repairing faying surfaces in slip-critical connections in accordance with 560-8.3.

560-10.2 Repairs Other Than Faying Surfaces: Touch up all flaws and damaged areas. Clean and coat all welds, rivets, bolts, and all damaged or defective coating and rusted areas in accordance with 560-7 and 560-9. Repair damaged surfaces using an approved organic zinc-rich primer. Upon approval by the Engineer, aluminum mastic may be used in accordance with the manufacturer's recommendations and approval by the coating manufacturer. Aluminum mastic must contain aluminum pigment and minimum 80% volume solids.

560-11 Coating of Permanent Sheet, Pipe and H-Piles.

560-11.1 Surface Preparation: Prepare the substrate in accordance with 560-7. Provide a depth of anchor profile in accordance with the manufacturer's product data sheet, but in no case less than 2.5 mils. Re-blast piles not coated during the same shift or if the surface to be coated no longer meets the requirements SSPC-SP 10.

560-11.2 Application of Coating: Unless otherwise shown in the Contract Documents, apply the inorganic zinc primer to all surfaces of H and sheet piles and the exterior surface of



pipe piles in accordance with the limitations of 560-8. Unless otherwise shown in the Contract Documents, apply coal tar-epoxy coatings to the exposed side of sheet piles from the top of the piles to a depth of five feet below the lower of the design ground surface or the design scour depth in accordance with the limitations of 560-8. Apply the inorganic zinc primer in accordance with this Section. Apply the coal tar-epoxy in accordance with the following specific requirements:

1. Apply the coal tar-epoxy system in two coats. The time interval between the first coat and the second coat will be in strict accordance with the coating manufacturer's published specifications. Apply the first coat to yield a dry film thickness of 8 to 10 mils. Apply the second coat to attain a total dry film thickness of the two coats between 16 and 20 mils.

2. Ensure that no portion of the coating is less than the specified minimum film thicknesses. The total minimum film thickness for any combination of coats will be the sum total of the averages of the specified thickness range of the individual coats.

3. After applying the coating on the steel piles, the Engineer will thoroughly inspect the surfaces and make film thickness measurements at the approximate rate of one for each 25 square feet of area unless deficient thickness is found. In this case, the rate of sub-measurements will be increased as required to determine the extent of the deficient area.

560-12 Method of Measurement.

For coating all new structural steel in I-girder and box or tub girder superstructures and bent caps, the quantity to be paid for will be the lump sum quantity, completed and accepted.

560-13 Basis of Payment.

For I-girder and box or tub girder superstructures and bent caps, price and payment will be full compensation for all work specified in this Section, including furnishing and applying all materials to complete the coating for the new structural steel.

No separate payment will be made for coating all other structural steel.

Payment for coating all new structural steel in I-girder and box or tub girder superstructures and bent caps will be made under:

Item No. 560- 1- Coating System for New Structural Steel - lump sum.

CONSTRUCTION PLANS FOR VETERANS PARK RETAINING WALL





OCTOBER 2022

CITY OF CALLAWAY **PREPARED FOR:**



CITY OF CALLAWAY **CITY COMMISSION**

PUBLIC WORKS DIRECTOR WARD IV COMMISSIONER WARD III COMMISSIONER WARD II COMMISSIONER WARD I COMMISSIONER **CITY MANAGER** MAYOR KENNETH L. AYERS JR. PAMN HENDERSON **BOB PELLETIER** DAVID GRIGGS SCOTT DAVIS EDDIE COOK **BILL FRYE**

PREPARED BY:



ENGINEERING THE SOUTH SINCE 1927 14101 PANAMA CITY BEACH PARKWAY, SUITE 110, PANAMA CITY BEACH, FL 32413 (850) 230-6150 ENGINEERING BUSINESS: EB-0000340 PENSACOLA - PANAMA CITY BEACH - TALLAHASSEE - MOBILE

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8 9 10	A QUALIFIED GEOTECHNICAL ENGINEER SHALL VERIFY CONDITION AND/OR ADEQUACY OF ALL SUBGRADES, FILLS AND BACKFILLS BEFORE PLACEMENT OF FOUNDATIONS, FOOTINGS, WALLS, FILLS, BACKFILLS, ETC. SHOULD THE CONTRACTOR FIND UNDESIRABLE SOILS, HE SHALL STOP WORK AND IMMEDIATELY CONTACT THE ENGINEER OF RECORD. CONTRACTOR IS RESPONSIBLE FOR ADEQUATELY PROTECTING ALL EXCAVATION SLOPES.	ALL CONCRETE WORK SHALL CONFORM TO ACI 301-16, SPECIFICATIONS FOR STRUCTURAL CONCRETE. DESIGN IS BASED ON ACI 318-14, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE. DETAIL CONCRETE REINFORCEMENT AND ACCESSORIES IN ACCORDANCE WITH ACI 315R-18, GUIDE TO PRESENTING REINFORCING STEEL DESIGN DETAILS. SUBMIT SHOP DRAWINGS FOR APPROVAL, SHOWING ALL FABRICATION DIMENSIONS AND LOCATIONS FOR PLACING REINFORCING STEEL AND ACCESSORIES. DO NOT BEGIN FABRICATION UNTIL SHOP DRAWINGS ARE COMPLETED AND REVIEWED.	UNLESS NOTED OTHERWISE, ALL CONCRETE SHALL BE NORMAL WEIGHT AND HAVE THE FOLLOWING MINIMUM 28 DAY COMPRESSIVE STRENGTHS (Fc'), WATER TO CEMENTITIOUS CONTENT (W/CM) AND AIR CONTENT ACCORDING TO EXPOSURE CLASS (EC):	A. PILE CAPS (EC-F2, S0, W0, C0) 4500 PSI 0.42 6% (+/-1%)	CONCRETE MAT CONTAIN A FROFERT DESIGNED SUFERFLASTICIZER FOR WORMBILITT. REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60 UNLESS NOTED OTHERWISE. THE PROPOSED MATERIALS AND MIX DESIGN SHALL BE FULLY DOCUMENTED AND REVIEWED BY THE OWNER'S TESTING LABORATORY. RESPONSIBILITY FOR OBTAINING THE REQUIRED DESIGN STRENGTH IS THE CONTRACTOR'S.	USE OF CALCIUM CHLORIDE, CHLORIDE IONS, OR OTHER SALTS IN CONCRETE IS NOT PERMITTED. HORIZONTAL CONSTRUCTION JOINTS ARE PERMITTED ONLY WHERE INDICATED. THE STRUCTURAL ENGINEER SHALL APPROVE THE LOCATION OF VERTICAL CONSTRUCTION JOINTS. CONSTRUCTION JOINTS SHALL BE THOROUGHLY ROUGHENED BY MECHANICAL MEANS, AND CLEANED. CONTRACTOR SHALL SUBMIT DRAWINGS SHOWING INTENDED POURING SEQUENCE AND LOCATION OF CONSTRUCTION JOINT TO THE ENGINEER FOR REVIEW. PROPOSED METHODS MUST BE ACCEPTABLE TO THE ARCHITECT BEFORE	UNLESS NOTED OTHERWISE, PLACE VERTICAL CONTROL JOINTS IN CONCRETE WALL CAP @ 10'-0" MAX SPACING W/ 3/4" DEEP V- NOTCH ALL AROUND.	CHAMFER OR ROUND ALL EXPOSED CORNERS A MINIMUM OF 3/4".	TIE ALL REINFORCING STEEL AND EMBEDMENTS SECURELY IN PLACE PRIOR TO PLACING CONCRETE. PROVIDE SUFFICIENT SUPPORTS TO MAINTAIN THE POSITION OF REINFORCEMENT WITHIN SPECIFIED TOLERANCE DURING ALL CONSTRUCTION ACTIVITIES. "STICKING" DOWELS INTO WET CONCRETE IS NOT PERMITTED.	PROVIDE CONTINUOUS REINFORCEMENT WHEREVER POSSIBLE; SPLICE ONLY AS SHOWN OR APPROVED; STAGGER SPLICE WHERE POSSIBLE; USE FULL TENSION SPLICE (CLASS "B") UNLESS NOTED OTHERWISE. DOWELS SHALL MATCH THE SIZE AND SPACING OF THE SPECIFIED REINFORCEMENT AND SHALL BE LAPPED WITH FULL TENSION SPLICES (CLASS "B") UNLESS NOTED OTHERWISE. TERMINATE BARS WITH STANDARD HOOKS.	REINFORCING STEEL SHALL HAVE THE FOLLOWING CONCRETE COVER UNLESS NOTED OTHERWISE (PER ACI 318-14 TABLE 20.6.1.3.1):	A. CONCRETE AGAINST EARTH (NOT FORMED): 3"	 B. FORMED CONCRETE EXPOSED TO THE EARTH OR WEATHER: 1. #6 THROUGH #18 BARS: 2" 2. #5 BARS AND SMALLER: 1-1/2" 	 C. CONCRETE NOT EXPOSED TO EARTH OR WEATHER: 1. SLABS AND WALLS: 3/4" 2. BEAMS (STIRRUPS) AND COLUMNS (TIES): 1-1/2" 	DO NOT WELD OR TACK WELD REINFORCING STEEL UNLESS APPROVED OR DIRECTED BY THE STRUCTURAL ENGINEER. THE DESIGN AND CONSTRUCTION OF FORMS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:	A. FORMS SHALL CONFORM TO SHAPE, FORM AND LINES ON DRAWINGS. (SEE CIVIL FOR FINAL WALL LAYOUT) B. ADEQUATE BRACING SHALL BE USED.	E. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE ADEQUATE DESIGN AND CONSTRUCTION OF ALL FORMS.	SHORING SHALL REMAIN IN PLACE UNTIL CONCRETE HAS ATTAINED 75% OF ITS 28-DAY STRENGTH. MISCELLANEOUS STEEL	GENERAL: DESIGN AND CONSTRUCTION OF STRUCTURAL STRUCTURAL AND MISCELLANEOUS STEEL SHALL BE IN ACCORDANCE WITH THE AISC "MANUAL OF STEEL CONSTRUCTION", LATEST EDITION, AND THE F.B.C.	MATERIALS: SHEET PILING		JUE UEREUIL ASSOCIATES, LIC STRUCTURAL ENGINEERS STATE OF FLORIDA P.E. NO. 54319 / C.A. NO. 9515	JUT WEST CERVANTES SIL. 1EI. 33U-423-1331 Pensacola, FL 32501 JDA JOB #: 22118

100% SUBMITTAL

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9		NLY THE STRUCTURAL DESIGN OF THE RETAINING WALL. THE STRUCTURE HAS BEEN DICTATED TO JOE DEREUIL ASSOCIATES IN JRAL DESIGN DOCUMENTS. NO REPRESENTATION IS MADE REGARDING -STRUCTURAL ASPECTS OF THE STRUCTURE.	Hall be applied with the technical specifications in the · conflicting requirements shall be brought to the attention :r-of-record for resolution before proceeding with on.) CERTAIN SPECIFIC CONDITIONS ONLY. FOR DETAILS NOT)E DETAILS SIMILAR TO THOSE SHOWN.	DNS, DIMENSIONS AND ELEVATIONS BEFORE STARTING WORK. NOTIFY IY DISCREPANCY.	SAFETY OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, IBILITY OF THE CONTRACTOR.	NTRACT DOCUMENTS WITH ARCHITECTURAL, MECHANICAL, IVIL. NOTIFY STRUCTURAL ENGINEER OF ANY CONFLICT AND/OR L MAKE NO DEVIATION FROM DESIGN DRAWINGS WITHOUT WRITTEN FOR ADDITIONAL OPENINGS NOT SHOWN ON THE STRUCTURAL		SIGNED UTILIZING THE FLORIDA BUILDING CODE, 2020.	ARAMETERS:	OADS ARE AS FOLLOWS:	HARGE SHEETPILE WALLS 25 PSF	OR BACKFILL: ED	PRESSURE ON PERMENANT SHEETPILE WALLS: T. ABOVE WATER TABLE T. BELOW WATER TABLE	.TER +12.00 (NAVD 88)		TALS AND/OR SHOP DRAWINGS DONE BY THE STRUCTURAL ENGINEER E CONTRACTOR OF THE RESPONSIBILITY TO REVIEW AND CHECK SHOP 3MITTAL TO THE STRUCTURAL ENGINEER. THE REVIEW BY THE 3 IS FOR GENERAL CONFORMANCE ONLY. IF SHOP DRAWINGS HAVE ND APPROVED BEFORE SUBMITTAL TO THE STRUCTURAL ENGINEER, JED WITHOUT APPROVAL.	DLELY RESPONSIBLE FOR ANY AND ALL ERRORS AND OMISSIONS PREPARATION OF ALL SHOP DRAWINGS AS THEY PERTAIN TO MEMBER AENSIONS SPECIFIED IN THE CONSTRUCTION DOCUMENTS.	DE FOR SUBMITTALS THAT ARE RE-SUBMITTED SHALL CLEARLY NOTE	VTRACT DOCUMENTS FOR USE AS SHOP DRAWINGS IS NOT ALLOWED, VILL BE RETURNED WITHOUT APPROVAL.	VG REQUIREMENTS:	RAWINGS AND ANY OTHER SPECIAL INFORMATION NECCESSARY FOR ATION, ERECTION, AND PLACEMENT OF STRUCTURAL FABRICATIONS. ELEVATIONS, AND SECTIONS. CLEARLY SHOW ANCHORAGES, ND ACCESSORY ITEMS. THE DETAILER MUST INTERPRET THE JMENTS AND CLEARLY CONVEY THIS INTERPRETATION TO THE FIELD IN ACING OR ERECTION DRAWINGS. FORCING DETAILER - PROVIDE PLACING DRAWINGS FOR FABRICATION REINFORCING STEEL. THESE DRAWINGS SHALL INCLUDE, BUT ARE NOT FOLLOWING: BAR LISTS, SCHEDULES, BENDING DETAILS, PLACING G PLANS, AND PLACING ELEVATIONS. CLEARLY SHOW FOUNDATION IDICATE BAR LENGTHS, LOCATION AND SPLICES OF CONTINUOUS BARS, 3TS. CLEARLY SHOW LOCATIONS OF ALL DOWELS ON PLAN.	 PILE WALL AND RETAINING WALLS ARE BASED ON THE CRITERIA ESTABLISHED IN 3Y SOUTHERN EARTH SCIENCES, PANAMA CITY OFFICE ; PROJECT 22. THE RECOMMENDATIONS OF THAT REPORT SHALL BE CONSIDERED NTRACT DOCUMENTS. SUBGRADE SHALL BE PREPARED TO MEET THE 	
2	ERAL NOTES	SE DRAWINGS ADDRESS O ENSIONAL LAYOUT OF THE ER TO PRODUCE STRUCTU E CONFORMANCE OF NON	SE STRUCTURAL NOTES SH CIFICATIONS MANUAL. ANY HE STRUCTURAL ENGINEE RICATION OR CONSTRUCTI	WINGS SHOW TYPICAL ANI CIFICALLY SHOWN, PROVIC	IFY ALL EXISTING CONDITIC UCTURAL ENGINEER OF AN	DESIGN, ADEQUACY, AND , ARE THE SOLE RESPONS	RDINATE STRUCTURAL CC CTRICAL, PLUMBING AND C SSION. CONTRACTOR SHAL ROVAL OF THE ARCHITECT WINGS, SEE ARCHITECTUR	IGN CRITERIA:	STRUCTURE HAS BEEN DE	IGN LOADS AND DESIGN PA	STRUCTURAL DESIGN L	1. LIVE LOAD SURC	2. WEIGHT OF FILL a. SATURATI b. MOIST	3. LATERAL SOILS F a. 60 PSF / F b. 90 PSF/ F1	4. DESIGN HIGH WA	P DRAWING SUBMITTALS:	THE REVIEW OF SUBMIT DOES NOT RELIEVE THE DRAWINGS BEFORE SUE STRUCTURAL ENGINEEF NOT BEEN REVIEWED AI THEY SHALL BE RETURN	THE CONTRACTOR IS SC ASSOCIATED WITH THE SIZES, DETAILS, AND DIN	ALL MODIFICATIONS MA ALL CHANGES.	REPRODUCING THE CON AND SHOP DRAWINGS V	GENERAL SHOP DRAWIN	 SUBMIT SHOP DF PROPER FABRIC/ INCLUDE PLANS, CONNECTIONS, A CONTRACT DOCU THE FORM OF PL CONCRETE REIN AND PLACING OF LIMITED TO, THE DETAILS, PLACIN REINFORCING. IN AND BAR SUPPOI 	PARAMETERS FOR SHEET DESIGN OF FOUNDATIONS GEOTECHNICAL REPORT E 2-0181, DATED APRIL. 28, 20 VTEGRAL PART OF THE CO	UIREMENTS OF THE GEOTI
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